

**HARMONY  
COMMUNITY DEVELOPMENT DISTRICT**

**SEPTEMBER 24, 2020**

**AGENDA PACKAGE**

**Meeting ID: 875 1780 171**

**URL: <https://us02web.zoom.us/j/87517800171>**

**Call in number: (929) 205-6099**



**Harmony Community Development District**



Steve Berube, Chairman  
 Bill Bokunic, Vice Chairman  
 Kerul Kassel, Assistant Secretary  
 David Farnsworth, Assistant Secretary  
 Mike Scarborough, Assistant Secretary

Kristen Suit, District Manager  
 Steve Boyd, PE District Engineer  
 Timothy Qualls, Esq. District Counsel  
 Gerhard van der Snel, Field Manager

September 17, 2020

Board of Supervisors  
 Harmony Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Harmony Community Development District will be held Thursday, September 24, 2020 at 6:00 pm via Zoom Video Communications under Florida Exec Order 20-69.

**Meeting ID: 875 1780 0171**

**Meeting URL: <https://us02web.zoom.us/j/87517800171>**

**Call-In Number: (929) 205-6099**

Following is the advance agenda for the meeting:

1. **Roll Call**
2. **Audience Comments** (*Agenda Topics Only - 3 Minute Time Limit*) [10 minutes]
3. **Approval of Minutes for:**
  - A. **August 27, 2020 – Regular Monthly Meeting** [ 5 minutes]
4. **Subcontractors’ Reports**
  - A. **Servello Landscape Solutions** [10 minutes]
    - i. Grounds Maintenance Status Report
5. **Storm Drain Pipe Failure Update** [15 minutes]
6. **Staff Reports**
  - A. **District Engineer** [15 minutes]
    - i. Consideration of Updated District Maps
    - ii. Review of Harmony Central Easement Request
  - B. **District Counsel** [35 minutes]
    - i. Brownies® Drain Pipe Replacement Agreement
    - ii. Update on CDD Irrigation System Infringement
    - iii. Review of Memo re: District Solicitation Policy
  - C. **Field Manager** [15 minutes]
    - i. Facilities Maintenance (*Parks, Pools, Docks, Boats, etc.*)
    - ii. Facility Use Records (*Inclusive - Boats & Other*)
    - iii. Resident Submittals (*Facebook & Direct*)
    - iv. Ponds Maintenance (*Chart & Map*)
    - v. Wetland Report (*Chart & Map*)
    - vi. Discussion of Irrigation Meters – East Lake HOA & Ashley Park HOA
7. **District Manager’s Report** [30 minutes]
  - A. **Financial Statements for August 31, 2020**
  - B. **Approval of: #245 Invoices, Check Register, and Debit Purchases**  
 [*Invoices & Debit Receipts Available Upon Request*]
  - C. **Change Line Item** from “*Reserve – Self Insurance*” to “*Reserve – Underground Drainage*”
  - D. **Discussion & Consideration of Field Staff Pay Increases**
  - E. **Consideration of FY 2020 Audit Engagement Letter**
  - F. **Approval of FY21 Board Meeting Location**
  - G. **Facility Usage Applications**
    - i. HROA – Music in the Square
    - ii. HROA – Winter Fest
8. **Business Discussions** [30 minutes]
  - A. **Consideration of Cat Brier Dog Park Playground Equipment**  
 – Jammin® Playgrounds ..... **\$30,000.00**
  - B. **Discussion of Parcel VC-1 Usage**
9. **Supervisor Requests** [ 5 minutes]
10. **Adjournment**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

*Kristen Suit*

Kristen Suit  
 District Manager

## **Third Order of Business**

**3A.**

**MINUTES OF MEETING  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, August 27, 2020, at 6:00 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

Steve Berube	Chairman
Bill Bokunic	Vice Chairman
Kerul Kassel	Assistant Secretary
David Farnsworth	Assistant Secretary
Mike Scarborough	Assistant Secretary

Also present were:

Kristen Suit	District Manager: Inframark
Tim Qualls	District Attorney: Young Qualls, P.A.
Tristan LaNasa	Young Qualls, P.A.
Steve Boyd	District Engineer
Gerhard van der Snel	Field Services Manager
Pete Betancourt	Servello
Residents and Members of the Public	

*The following is a summary of the discussions and actions taken at the August 27, 2020 Harmony CDD Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Supv Berube called the meeting to order at 6:00 p.m.

Roll was called and stated the record will reflect we have a quorum.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

Ms. Kramer addressed the locked irrigation boxes and her concern with cutting the locks and suggested asking a judge for a declaratory judgment regarding access to the boxes. She next addressed the drainage damage on Five Oaks Drive and recommended getting additional estimates/proposals. She addressed the dog park and the installation of fencing material the CDD currently owns. Suggesting if they purchase and install four-foot fencing it would be savings of about \$6,000. Lastly, she addressed the use of VC-1 noting she does not understand the urgency to develop the property.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes**

**A. July 16, 2020 – Emergency Meeting**

On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, the July 16, 2020 emergency meeting minutes were approved. (4-0)

**B. July 30, 2020 - Regular Monthly Meeting Minutes**

Ms. Suit noted edits were received from Supervisor Kassel's. The minutes have been updated.

On MOTION by Supv Berube seconded by Supv Farnsworth, with all in favor, the July 16, 2020 regular meeting minutes, as amended, were approved. (4-0)

*The record will reflect Supervisor Kassel has joined the meeting.*

**FOURTH ORDER OF BUSINESS**

**Subcontractors' Reports**

**A. Servello**

**i. Grounds Maintenance Status (*Work Chart*)**

Mr. Betancourt reported the 192 median spruced up a bit. The sod they spoke about will be cleaned up next week.

Supv Berube inquired if this means removed and replaced.

Mr. Betancourt noted it would be removed. Mr. Feliciano has not yet come with a plan for replacing it.

Supv Berube inquired if Mr. van der Snel had any comments.

Mr. van der Snel noted he had already discussed with Mr. Betancourt his concerns with the tree trimming process. It is very unstructured. He has no schedule for the project and does not know when they will be onsite to do the trimming. He also addressed his safety concerns with Mr. Betancourt and Mr. Feliciano regarding keeping traffic out of the trimming areas. He noted due to the rainy season the grounds are full of ants and Servello is working to get rid of them. Weeds are popping up more, but Servello is again fully staffed and they are spraying.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

**A. District Engineer**

Supv Berube noted they are moving along on the PUD change. He met onsite with Ms. Amy Templeton, Zoning Manager, and the point person with the PUD change, this morning. They have received a response on the last submission regarding the fencing and community parking area. They have to get a site plan prepared. He also got

her input on the proposed dog park and she does not think it is a problem and suggested it be included on the site plan submittal for the commercial vehicle parking. Mr. Berube and Mr. Boyd will get together late next week to discuss so Mr. Boyd can draw up and submit the plans.

**i. Discussion and Consideration of Updated Maps**

Mr. Boyd noted he located the original maps which show the missing pond. He will make sure it is done and provided to everybody so the website can be updated with the smaller pond in Neighborhood O.

**B. District Attorney**

**i. Discussion of Locked CDD Irrigation Boxes**

Supv Berube noted they were provided a thorough and detailed report.

Mr. Qualls noted he thinks it is self-explanatory at this point. The issue, as they see it, is not so much with the private property if locking the irrigation boxes only impacted private property. What he has asked Mr. van der Snel and Mr. Boyd to talk about tonight is how the boxes impact downstream irrigation facilities. He requested Mr. van der Snel provide his opinion as to the nature of the irrigation boxes and what the boxes control that is on public property.

Mr. van der Snel addressed the Maxicomm system and explained how the system works. At this point because of the locks on the boxes he has no idea what happened with the wires that were disconnected. Additionally, if repairs are needed, they do not have access to the boxes. If anybody turn off Maxicomm under the faceplates they lose control of over the boxes as they are no longer linked at that point. He noted he saw that the other clock the CDD had put their lock own has changed locks, so they now have three boxes that are inaccessible to them. There is a valve box they need to repair behind the tower that cannot be repaired because they have no access. The sections inaccessible to them start at the strip along Clay Brick Road, the u-shape of Ashley Park in the back where the tunnel is that is only CDD property, along the side of the tunnel toward Sebastian Bridge – this area is Clock 3. Clock 1 effects the east side – there are three zones on that clock that water CDD property with those being the right strip coming into Harmony and the middle strip behind the towers. Clock 2 is the clock for the median on

192. The median has not been watered for many years due to the damage the rotors get from the traffic.

Supv Berube noted for clarification when he says clock, he means box.

Mr. van der Snel noted that is correct. His concern is he has no idea if the owner has reconnected the wires because he cannot check it or if they need to do maintenance since they do not have access.

Mr. Qualls inquired as part of your duties as the onsite manager have you maintained these boxes throughout the years.

Mr. van der Snel noted as long as he has worked for the CDD they have.

Mr. Qualls inquired if a fuse goes off in one of the locked boxes does it impact the CDD and property that needs to be irrigated.

Mr. van der Snel noted yes, it will.

Mr. Qualls noted what he is hearing is they control in large part the whole system through the Maxicomm, but the Maxicomm can be overridden if there is a fuse that blows in one of the locked boxes.

Mr. van der Snel note there is a switch that can turn Maxicomm online or on standby. If the switch is flipped Maxicomm is not functional at that box.

Mr. Qualls inquired if in Mr. van der Snel's opinion in order for the CDD to properly run the irrigation throughout the District is it necessary to have access to the boxes.

Mr. van der Snel responded yes.

Mr. Qualls noted Mr. Boyd has been with the District since it was established.

Mr. Boyd noted that is correct.

Mr. Qualls inquired if Harmony paid for and constructed the irrigation system?

Mr. Boyd noted they did.

Mr. Qualls inquired if Harmony has always maintained the irrigation system.

Mr. Boyd responded yes.

Mr. Qualls noted he thinks it was wise to let the Board consider this and they have heard the same thing he has, they have property of the District that the District has paid for and maintained, and now the property has been locked up and they cannot access it. Is there potential if something should happen in one of the boxes it could cause expense and damage to other parts of the system.



Mr. van der Snel responded yes.

Supv Berube noted Mr. Qualls and Mr. Boyd have done extensive research on the easements and it is important to note the various easements granted to the District for utility maintenance including the irrigation system.

Mr. Qualls noted throughout the District they have a perpetual easement that runs with the land that is a drainage easement. One of the functions of the District is to maintain the stormwater system, the drainage system and he thinks the irrigations system ties into that. The District also has a utility easement that runs along certain portions of the District and FDOT also has a utility easement. He inquired if there is anything Mr. Boyd wants to add and if he described it properly.

Mr. Boyd noted he believes so. Typically, the CDD has had a drainage easement over any land that has not been platted for residential lots. Once the land is platted for residential lots the easement is revised and removes the lots from the easement and the easement remains over everything else. Since the area has not been platted that way is why the CDD has a blanket easement over it.

Mr. Qualls noted his understanding is there is also the idea of an implied easement. He inquired if there is anyway to access the boxes by not going on Harmony Retail property.

Mr. van der Snel noted there is not.

Mr. Qualls inquired if they have maintained the boxes since Harmony Retail has owned the property.

Mr. van der Snel noted they have.

Mr. Qualls addressed the concept in the law for an implied easement granting limited rights to access property to conduct maintenance. As a government with the job to maintain this system for all the residents of the District this has to be resolved and they have to be able to access the boxes. There are different ways to get there and it would be nice if there were some non-litigious way to solve the problem. It is what the District wants to do, he is here to tell them what the law is, and as he sees it this is their system, not only can they access to maintain it, it is their duty. He does not know how they are able to do their job if they cannot access the boxes. He knows it is not an easy decision to make but a decision has to be made.

Supv Berube noted for clarity an easement is granted to the District, so staff has access to the property to maintain their system.

Mr. Qualls noted this is correct.

Discussion continued on easements, access to boxes, potential costs and damage within the clock zones impacting public property, and disputed ownership.

Discussion followed on the letter sent to the attorney for Harmony Retail approximately two weeks ago with Mr. Qualls noting he has not received a response.

Supv Berube noted since the deadline for removal of the locks has passed Mr. van der Snel wants to know that he has the backing of the Board to enter the property using their easement to regain control of their clocks and verify that their areas needing irrigation are being properly irrigated, the system is up to snuff, no blown fuses, no switches off and also to ascertain the wires previously disconnected remain disconnected.

Supv Farnsworth inquired why, for initially going on the easement, would they not have a deputy sheriff accompany them.

Supv Berube noted absolutely.

Supv Bokunic noted he does not see or hear the sense of urgency that this has to happen immediately. Additionally, it seems to be elevating the situation.

Mr. van der Snel noted at this point he needs to manually water the annuals with the pressure washer as he no access to repair a valve. Is there an urgency, yes, because they have no access to maintain CDD property.

Discussion followed on trying to work out the situation and the other issues they have recently encountered.

Supv Kassel addressed Mr. Fusilier's actions followed by the CDDs actions and the retaliation back and forth.

Supv Berube requested direction on a vote to determine what the Board wants to do for standing behind Mr. van der Snel and the Field Services guys regaining control of the boxes.

Mr. Qualls noted it is hard, but everyone has heard him say it is always best to resolve these types of things short of litigation. He cannot think of any reason why the boxes need to be locked up. The legal framework is they have a duty to maintain the system, they have an easement that allows them to maintain the system, the details of how to do that are going to fluctuate and change. To go to court to get something done is

time consuming and expensive. If they remove the padlocks, he does not see how there is any damage to Harmony Retail other than the cost of a padlock.

Supv Kassel inquired about asking a judge to rule on whose property it is.

Mr. Qualls noted that is not the issue. They could ask the courts what their rights are, but he does not think it is in dispute. If he was sitting where they are, he would try to have a common sense basic discussion to say we have to remove those locks and you have to let us do this irrigation, but that seemingly has failed so far. He can call Mr. Howard Marks to say what are we doing here, can you not tell your client to remove the locks, my client needs these, but he does not know what comes of that. All he can advise is that the rights of the District have been violated.

Ms. Suit inquired as to a motion.

Mr. Qualls noted if they are trying to drill down to say play-by-play of how they are going to resolve this problem then probably nothing gets done and they are talking about it in 30 days. A motion would be to let professional staff try to figure out the best way to remove the padlocks with the easiest way having a discussion and the padlocks being removed with the District not doing anything and the hardest way being to have to make the decision to have law enforcement accompany the District while we unlock them.

Ms. Suit noted this is not a motion.

Mr. Qualls noted it is – it is the Board saying we are trusting our professional staff to go and make sure we can maintain our infrastructure and we are not going to micromanage how staff gets it done.

Supv Berube inquired if when he says professional staff, he means field services.

Mr. Qualls noted the District Manager and the field services staff and the engineer, if he needs to be involved.

Discussion continued on the locked boxes and how best to approach.

Discussion followed on Mr. van der Snel's comfort level with removing the locks versus doing what the District's job is to do.

Supv Berube addressed the easement giving the District the ability regardless of "no trespassing" signs to get on the property and gain access to the boxes.

Mr. Qualls noted the very purpose of an easement is to make clear it is not trespassing.

Ms. Suit noted this is then a moot point and Mr. van der Snel has the right to do that. If he wants to take the Sheriff's Office with him, it will probably be a smart move for safety purposes. She noted he keeps saying he is trespassing but there is no trespassing involved.

Mr. Qualls noted they should have an approach, try to have Harmony Retail remove the padlocks first, it is not something to do tomorrow, it is something they have to figure out. He does not disagree that if the District takes the effort in order to water the annuals to remove the padlock that it would get litigious, there is already a lawsuit. He understands the challenges, but the fundamental issue is they are being prevented from carrying out their duty to manage the infrastructure and it is impacting the CDD duties and residents who pay assessments. He thinks they can keep trying to get them to do the right thing and remove the padlocks off the District's infrastructure and they will keep trying to do that. He inquired if Mr. van der Snel has contacted law enforcement.

Mr. van der Snel noted he made a statement and law enforcement has been on location twice.

Supv Berube noted that was previous; they have not contacted law enforcement for the particular matter.

Mr. Qualls noted his advice is to get law enforcement in the loop on this. This is difficult, they have to trust their people to manage the works of the District and find a way to resolve this.

Supv Berube addressed the letter to Mr. Marks setting a deadline of 5:00 p.m. Wednesday, August 19<sup>th</sup>, and noting the District would remove the padlocks. He inquired if Mr. Qualls is suggesting further conversation with Harmony Retail Counsel.

Mr. Qualls noted ideally it would be better if they could cut the attorneys out of the equation. It would be better if somebody who has a relationship here could try to get Harmony Retail to do the right thing. It should not be this complicated, but if it continues to be complicated and the District cannot maintain its system, he does not see another choice.

Supv Berube inquired if there are any volunteers.

Ms. Suit addressed the amount of time they have spent over the months on Mr. Fusilier rather than District business.

Supv Berube noted he is hearing no volunteer.

Mr. Qualls noted his only option is to try to reach out to the attorney.

Supv Berube inquired if it is unreasonable for Mr. Qualls to send another letter with a reminder and ask for removable by September 15<sup>th</sup>. How far do they kick the can down the road?

Supv Farnsworth noted they should not kick it at all; they have already kicked it too far.

Supv Scarborough noted he agrees.

Supv Bokunic noted he will reach out to Mr. Fusilier.

Ms. Suit inquired about a timeframe.

<p>On MOTION by Supv Berube seconded by Supv Farnsworth, with Supv Berube, Supv Farnsworth, Supv Scarborough voting aye and Supv Kassel and Supv Bokunic voting nay, Supervisor Bokunic to contact Mr. Fusilier to request removal of padlocks on irrigation boxes by September 10<sup>th</sup>. If not removed by September 10<sup>th</sup> authorizing Mr. van der Snel to access easement with Sheriff's Office to remove padlocks and regain access to the boxes was approved. (3-2)</p>
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Supv Farnsworth noted the motion may carry but they should recognize the Supervisor who is to speak with Mr. Fusilier voted against the motion.

Supv Bokunic noted what he does not approve of is the cutting of the locks and he will do his best to get it right.

Supv Berube noted if Supervisor Bokunic cannot get Mr. Fusilier to remove the locks then Mr. van der Snel will remove the locks.

Discussion continued on the motion.

Supv Kassel inquired if this is a conflict of interest with his representation of Supervisor Berube.

Mr. Qualls inquired a conflict how.

Supv Kassel noted because he is representing Supervisor Berube in the lawsuit with Mr. Fusilier on an issue about trespassing and the irrigation systems doing something with what he considers his property and he would also be representing the CDD in a follow-up of the same issue.

Mr. Qualls noted he does not see where helping Supervisor Berube in his lawsuit (inaudible) the District. It is clear and they have been through this, that everything done under the lawsuit was done at the direction of the Board. He is happy to look into it more. They are not talking about the other lawsuit, they are talking about the other side of the street and he does not see how the two ties into each other. He has a duty under the Florida Bar to make sure they do not do anything that would give rise to a conflict and he does not see how there is a conflict here.

**ii. Review of Memo re: District Solicitation Policy**

This item was tabled to next month.

**iii. Review of Memo re: New Laws Effect on Harmony CDD**

Mr. Qualls noted he appreciated the District Manager working with them on this. These laws were just recently passed by the Govern and is why they are coming to them well after Session. There is a task force that is going to study the efficiency of Special Districts. They will do their best to monitor it and get their hands on this before.

Supv Farnsworth addressed HB 279 noting it appears it may be time for the District to consider something which is in addition to a Field Services Operations Manager they may also need a Field Services Office Manager with the necessary skill set to keep good fastidious record of expenditures and work performed. This would also address the concerns in HB 5003 Section 108. He tried to suggest this several months ago and it was dismissed, but sooner or later the District is going to face that situation.

**iv. Agreement for Use of Central Bark**

Supv Farnsworth inquired if Supervisor Kassel has been in contact with Mr. Fusilier.

Supv Kassel noted several times, but they seem to be at an impasse.

Supv Farnsworth inquired even if they compromised and went back to maintaining the area.

Supv Kassel noted she has talked to him about them mowing the dog parks for mowing, watering and maintaining the fence and at first, he seemed amenable, but after that he did not.

**v. PoolWorks Matter –**

No Update.

**C. Field Manager**

- i. Facilities Maintenance (Parks, Pools, Docks, Boats, etc.)**
- ii. Facility Use Records (Inclusive – Boats & Other)**
- iii. Resident Submittals (Facebook & Direct)**
- iv. Pond Maintenance (Chart & Map)**
- v. Wetlands Report (Chart & Map)**

Mr. van der Snel noted his reports were in the package and inquired if there were any questions or concerns.

Mr. van der Snel reported Phase 3 sidewalk project is underway, outlined the areas and discussed the root issues under the sidewalk panels. He expects there will be two more phases to complete the project.

Supv Farnsworth inquired on the playground equipment.

Mr. van der Snel noted the playground equipment has been tabled to next month’s meeting.

Supv Bokunic noted there is an electrical box on Schoolhouse toward the roundabout that is green and needs to be pressure washed.

Mr. van der Snel noted it is OUC or the cable company’s property. He can contact the owner to see if they will do the maintenance.

**vi. Discussion regarding Field Services Access to Irrigation Controllers in Easements on Private Property**

Previously addressed.

**SIXTH ORDER OF BUSINESS                      District Manager’s Report**

**A. Financial Statements for July 31, 2020**

**B. Approval of: #244 Invoices, Check Register and Debit Purchases**

Ms. Suit noted she would be happy to answer any questions.

On MOTION by Supv Kassel seconded by Supv Bokunic, with all in favor, the July 31, 2020 financials, Invoice Approval #244, Check Register and Debit Purchases was approved. (5-0)

**C. Discussion of FY21 Board Meeting Location**

Ms. Suit noted we will provide next month; they are waiting to determine the location of the meetings.

Supv Berube noted after the Executive orders expire in September, they will have an issue at the school due to social distancing requirements and with schools opening and closing it may be problematic. There are a number of churches along 192, he has approached several of them and there has been a positive response from a couple. Most are suggesting they meet in the sanctuary as they have projection screens and the pews offer the spacing that will be required. He hopes to have an answer from one tomorrow, and he and Ms. Suit will visit the church to make sure it is good. Are there any concerns or suggestions for another location?

Supv Kassel inquired if they will receive a refund for the meeting space they did not use at Creative Journeys.

Supv Berube noted he has not asked.

Ms. Suit noted most CDDs have not asked for reimbursement due to the fact that is out of everyone's control.

Supv Berube noted they could have met; the school did not shut them out of the room. He understands they have spent public money on something they did not receive, but he thinks these are unusual times. If the Board wants to ask for a refund, so be it.

Supv Kassel noted she was asking if it had been looked into, she was not requesting a refund.

Supv Berube noted they may not get a church space and may have to use the school; so, it may be a moot point. He inquired if everyone is good with a potential change of meeting location.

Supv Bokunic noted yes.

Supv Scarborough noted yes.

#### **D. Facilities Usage Applications**

There being none, the next item followed.

### **SEVENTH ORDER OF BUSINESS**

#### **Old Business**

#### **A. Discussion and Consideration of New Dog Park**

Supv Berube addressed the proposal included in the agenda package for a new east dog park. The proposed area is CDD property, is irrigated, has trees and is about ½ acre.

Discussion followed on the fencing and the proposal with it being noted the sand pit and having a dog park without water is a bad idea.



Discussion followed on the agility equipment.

Discussion followed on the location of proposed dog park with it being noted directly across the golf maintenance facility road is some playground equipment / swings and room for more swings. The thought being it would be a nice addition to the dog park area. Supv Farnsworth noted they are mixing approvals.

For the dog park a site development plan will be needed to submit to the County to make sure the open space versus recreational ratios stay okay.

Focusing on the dog park specifically the facility. Getting the facility structured with trashcans, doggie pots, and a bench with shade.

Supv Kassel addressed only having one bid. She noted there are portals available to government entities to use for bids.

Ms. Suit requested she explain what the site is as she has never heard of it.

Supv Kassel noted there is something called VendorLink.

Ms. Suit noted they will have to research it. Most of the districts she has develops relationships with certain vendors noting the difficulty in getting vendors to bid small jobs. She requested Supervisor Kassel provide them information if she has it.

Supv Berube estimated the cost - construction of fencing - \$14,650.00, additional – benches, trashcans, doggie pots, shade structure – not to exceed \$7,500.

Supv Bokunic noted he would like to see the agility equipment remain.

Supv Berube noted they have a question over the agility equipment, water and sand pit none of which compromise the structure of the park. He is trying to move it forward tonight due to everything going on with the PUD and he needs an approval to go so they can draw up the site plan. They can still have discussions about the potential enhancements.

Supv Scarborough noted potable water is significant. He knows there is a main potable waterline through this area but does not know what the costs would be to tap into it.

Discussion continued on potable water and accessing it with it being noted a meter connection with TOHO is approximately \$1,000.

Supv Farnsworth addressed Mr. Boyd being involved with the setting of the boundary lines.

On MOTION by Supv Berube seconded by Supv Farnsworth, with Supv Berube, Supv Farnsworth, Supv Bokunic and Supv Scarborough voting aye and Supv Kassel voting nay, to construct a dog park after permitting and approval of the PUD at a not to exceed of \$23,150.000 was approved. (4-1)

The park/play area adjacent to the dog park to be tabled t the next meeting.

**Storm Drain Update:**

Pictures were provided in the agenda package.

Supv Berube noting it is not that Brownies cannot carryout the duties in a timely manner and outlined the challenges with the project. After clearing the rock, mud and debris, it was found the plastic pipe is broken and probably leaking under the ground for some time.

The contract with Brownies is fulfilled. The contract was to provide exposure to where the leak is and that has been done. The cost was \$5,170.00 and with the plug installation and ongoing rental, estimated to be \$3,000.00 to \$4,000. They have spent \$8,000.00 of the \$20,000.00 approved.

The Brownies proposal was discussed with it being noted the proposal does not include a dewatering pump if needed.

Mr. Boyd inquired if the bladders are in place.

Supv Berube noted they are.

Mr. Boyd noted it is an active storm pipe taking the water from the ponds on 192 draining them to the golf course. If the bladders are in place, they are blocking the drainage infrastructure. The bladders need to be removed and reinstalled at the moment the repairs are being made or they risk flooding some streets.

Supv Berube noted the bladder on the East Live Oak side is down line from the pond on 192, closing off only the damaged manhole.

Mr. Boyd noted he understands this, but the water does not have a way to leave the pond with the bladder in place. Additionally, they will have to dewater as the ground water is higher in that area than the pipe is.

Supv Berube noting Brownies has included the vac truck to be onsite at all times. Discussion continued on the proposal.

Supv Berube MOVED to approve the Brownies proposal for the storm drain repairs, in the amount of \$57,190.00 with not to exceed \$75,000.00.

Supv Kassel inquired if the not to exceed of \$75,000 includes dewatering.

Supv Berube noted yes; Brownies is singularly responsible for all of it.

Supv Kassel inquired if they have contacted SFWMD since it is part of a drainage easement.

Supv Berube noted they have not.

Mr. Boyd noted as a repair to an existing system, they do not have to contact SFWMD.

Supv Scarborough seconded the motion and with all in favor, the motion was approved. (5-0)

Supv Berube addressed meeting with the insurance adjuster for this matter and inquired if sinkholes and ground collapses covered by the insurance policy. A claim has been filed but no confirmation.

A contract for the project will be needed and Brownies needs a down payment for the project. Brownies anticipates being able to start within 48 hours of the receipt of both.

**Boat Motor:**

Supv Berube addressed the proposal for boat motor noting the battery and current motor are out of warranty.

Discussion continued on the proposal with the total cost including batteries and charger is expected not to exceed \$4,600.

Supv Berube MOVED to approve the purchase of an Elco electric outboard motor at a cost not to exceed \$4,600.00 and Supv Scarborough seconded the motion.

Supv Kassel noted she does not feel she has had enough time or information on this issue. She inquired if the boat is going to be out of service if not approved.

Supv Berube responded yes.

On VOICE vote, with all in favor, the motion was approved. (5-0)

**EIGHTH ORDER OF BUSINESS** **New Business**

**A. Discussion of Parcel VC-1 Usage**

Supv Farnsworth addressed the purpose for bringing this back up noting Ms. Kramer believes there is no cost involved but since they now own it they are not receiving income from the property and by not using it, it is costing them.

Ms. Suit noted it is costing them as they are paying the debt service which is \$20,000 plus per year.

Supv Farnsworth noted the idea is to kickoff batting around some ideas and options for its use.

This item tabled to next meeting.

**NINTH ORDER OF BUSINESS** **Topical Subject Discussions**

There being none, the next item of business followed.

**TENTH ORDER OF BUSINESS** **Supervisors' Requests**

**A. Consideration of Installing a Bench at Lake / Cat Brier Trail (Supervisor Scarborough)**

Supv Scarborough addressed the request from a resident to install a bench along Cat Brier Trail.

Discussion followed on the request and the location of the bench placement with Supv Farnsworth noting this is very close to the golf cart path.

Supv Scarborough MOVED to purchase and install a bench at the Lake/Cat Brier Trail in an amount not to exceed \$700.00 and Supv Bokunic seconded the motion.

Supv Kassel suggested a bench without a back so someone could face either way.

Discussion followed on back or no back.

On VOICE vote with Supv Scarborough, Supv Bokunic, Supv Kassel and Supv Berube voting aye and Supv Farnsworth voting nay, the motion was approved. (4-1)

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Supv Berube, with all in favor, the meeting was adjourned.

---

Kristen Suit  
Secretary

---

Steven Berube  
Chairman

## **Sixth Order of Business**

**6A.**

**6Aii**



**From:** Suit, Kristen  
**To:** Slaughter, Mona  
**Subject:** Fwd: Requested Easement from Harmony CDD - SEPT. AGENDA ITEM  
**Date:** Tuesday, September 15, 2020 5:40:15 PM  
**Attachments:** Harmony Central - Site Plan Color  
Harmony CDD Offsite  
Harmony CDD Utility Easement  
S Boyd Markup Highlighting the Easement Area  
**Importance:** High

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**From:** Steve Boyd  
**Sent:** Tuesday, September 15, 2020 5:00 PM  
**Subject:** Requested Easement from Harmony CDD

Daniel Evans and I spoke this afternoon regarding the easement being requested from the Harmony CDD.

I am including the documents sent by Daniel, along with a marked-up copy showing the easement area highlighted for clarity. (scanned copy with my markup) to make it clear where the easement is located.

I do not have any objections to the CDD granting this easement.

Conditions that should be made include:

1. That the CDD retains full use of the area and reserves the right to pave the area in the future provided that appropriate permits and approvals are obtained.
2. The Grantee is responsible for obtaining all permits associated with the construction of the proposed utilities.
3. The CDD is not responsible for maintenance of any utilities within the easement.
4. The grantee or TWA must provide any emergency maintenance required as a result of any utility line problems.

I asked Daniel to prepare a complete easement agreement that can be presented to the Board for consideration and approval.

He said he should be able to send it by tomorrow afternoon.

Thanks,  
Steve



B.S.E CONSULTANTS, INC.  
CONSULTING ENGINEERING  
LAND SURVEYING

9330 WILLOWHURST DRIVE, SUITE 101  
MELBOURNE, FLORIDA 32901  
PHONE: 321-726-9974 FAX: 321-734-1000  
MEMBER OF PROFESSIONAL ENGINEERING  
BOARD OF REGISTRATION AND  
SURVEYING BOARD OF FLORIDA

SCOTT M. OLARUITZ, P.E. & P.L.S.  
STATE OF FLORIDA, No. 38959, No. 4151

HANNAH A. KAMAL, P.E.  
STATE OF FLORIDA, No. 41981



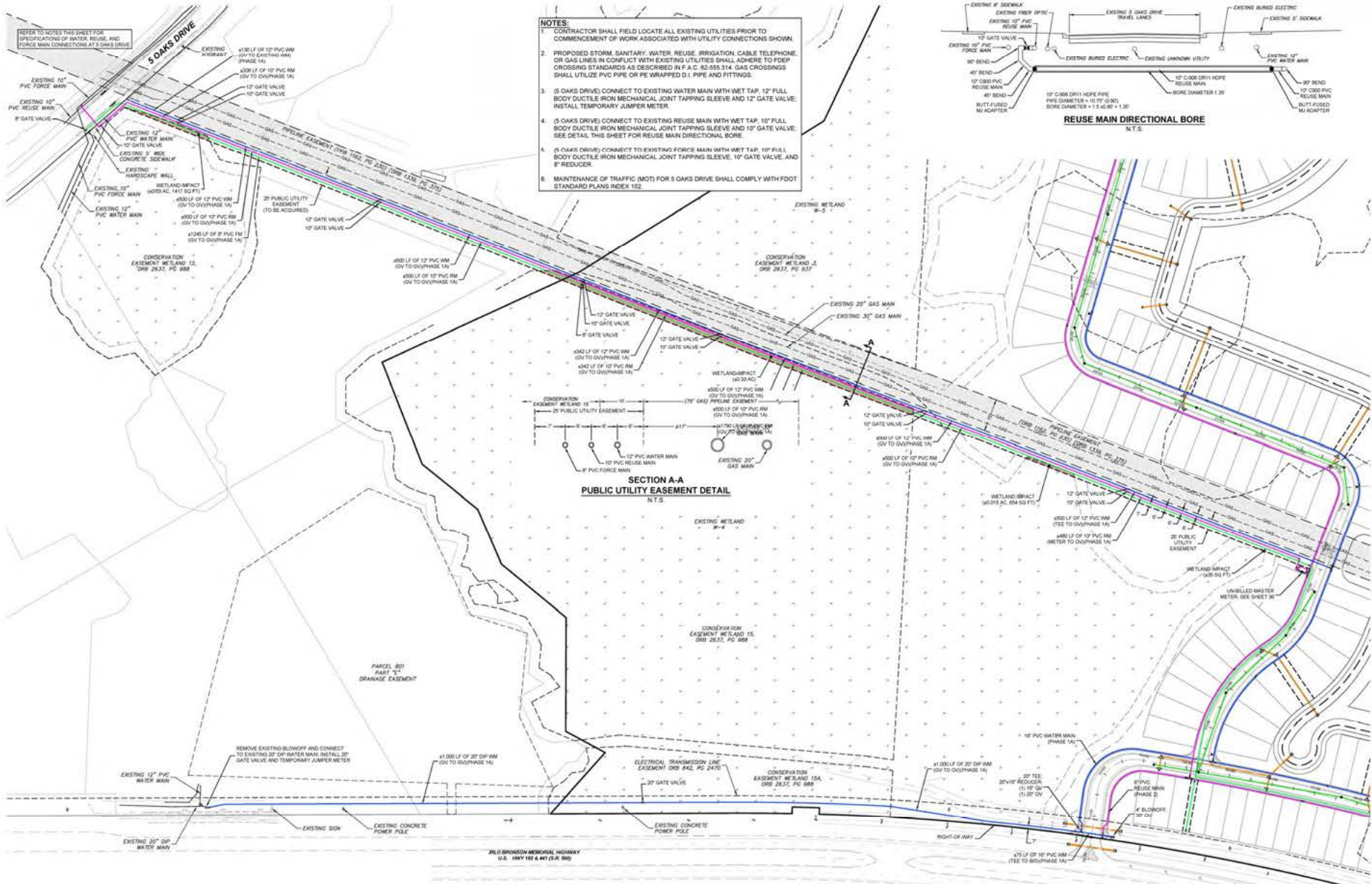
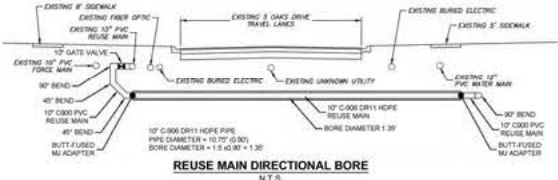
DATE	12/03/19
DESIGN/DRAWN	SMG/CMB
PROJECT TITLE	HARMONY CENTRAL
SHEET TITLE	OFFSITE UTILITY PLAN
PROJECT NO.	11505
DRAWING NO.	11505_400_025
SHEET	25 of 71

PROJECT TITLE  
**HARMONY CENTRAL**

SHEET TITLE  
**OFFSITE UTILITY PLAN**

PROJECT NO.  
11505  
DRAWING NO.  
11505\_400\_025  
SHEET  
25 of 71

- NOTES:**
- CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF WORK ASSOCIATED WITH UTILITIES CONNECTIONS SHOWN.
  - PROPOSED STORM, SANITARY, WATER, REUSE, IRRIGATION, CABLE TELEPHONE, OR GAS LINES IN CONFLICT WITH EXISTING UTILITIES SHALL ADHERE TO FDDO CROSSING STANDARDS AS DESCRIBED IN F.A.C. 62-555.314. GAS CROSSINGS SHALL UTILIZE PVC PIPE OR PE WRAPPED D.I. PIPE AND FITTINGS.
  - (S OAKS DRIVE) CONNECT TO EXISTING WATER MAIN WITH WET TAP. 12" FULL BODY DUCTILE IRON MECHANICAL JOINT TAPPING SLEEVE AND 12" GATE VALVE. INSTALL TEMPORARY JAMPER METER.
  - (S OAKS DRIVE) CONNECT TO EXISTING REUSE MAIN WITH WET TAP. 10" FULL BODY DUCTILE IRON MECHANICAL JOINT TAPPING SLEEVE AND 10" GATE VALVE. SEE DETAIL THIS SHEET FOR REUSE MAIN DIRECTIONAL BORE.
  - (N OAKS DRIVE) CONNECT TO EXISTING FORCE MAIN WITH WET TAP. 10" FULL BODY DUCTILE IRON MECHANICAL JOINT TAPPING SLEEVE, 10" GATE VALVE AND 8" REDUCER.
  - MAINTENANCE OF TRAFFIC (MOT) FOR S OAKS DRIVE SHALL COMPLY WITH FOOT STANDARD PLANS INDEX 152.



**SECTION A-A  
PUBLIC UTILITY EASEMENT DETAIL  
N.T.S.**

SDP20-0007  
PS18-00019 // PD18-00018

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

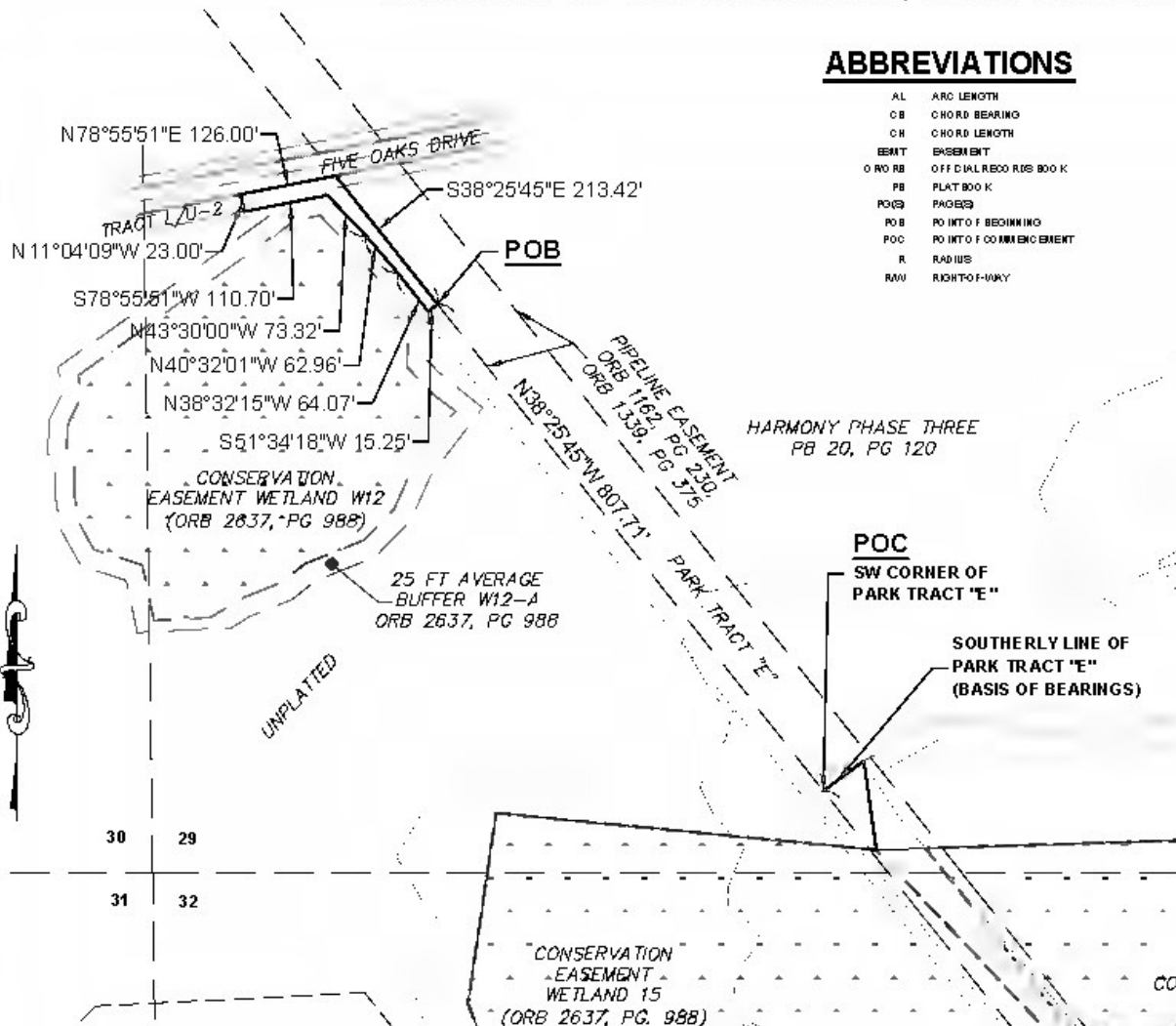
**ABBREVIATIONS**

AL	ARC LENGTH
CB	CHORD BEARING
CH	CHORD LENGTH
EBMT	EASEMENT
OROB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R	RADIUS
ROW	RIGHT-OF-WAY

**DESCRIPTION**

PART OF PARK TRACT "E" AND PART OF TRACT LU-2, HARMONY PHASE THREE, AS FILED AND RECORDED IN PLAT BOOK 20, PAGES 120 THRU 128 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA LYING IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK TRACT "E" AND RUN N38°25'45"W, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARK TRACT "E", A DISTANCE OF 807.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARK TRACT "E", THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE S51°34'18"W A DISTANCE OF 15.25 FEET; 2) THENCE N38°32'15"W A DISTANCE OF 64.07 FEET; 3) THENCE N40°32'01"W A DISTANCE OF 62.96 FEET; 4) THENCE N43°30'00"W A DISTANCE OF 73.32 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT LU-2; THENCE S78°55'51"W, ALONG THE BOUNDARY OF SAID TRACT LU-2, A DISTANCE OF 110.70 FEET; THENCE N11°04'09"W A DISTANCE OF 23.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FIVE OAKS DRIVE, ACCORDING TO THE PLAT OF SAID HARMONY PHASE THREE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N78°55'51"E, A DISTANCE OF 126.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1162, PAGE 230 AND OFFICIAL RECORDS BOOK 1339, PAGE 375, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S38°25'45"E, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PIPELINE EASEMENT, A DISTANCE OF 213.42 FEET TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES, MORE OR LESS.



**HARMONY CDD EASEMENT**



	<b>B.S.E. CONSULTANTS, INC.</b>	DATE: 07/22/2020
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: LEH/AH
	31280 UTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901	DRAWING# 11505_100_006
	PHONE: (321) 725-3674 FAX: (321) 723-1159	PROJECT# 11505
	CERTIFICATE OF BUSINESS AUTHORIZATION #: 4525	SHEET 1 OF 1
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION #: L8000605		

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

PROPOSED EASEMENT

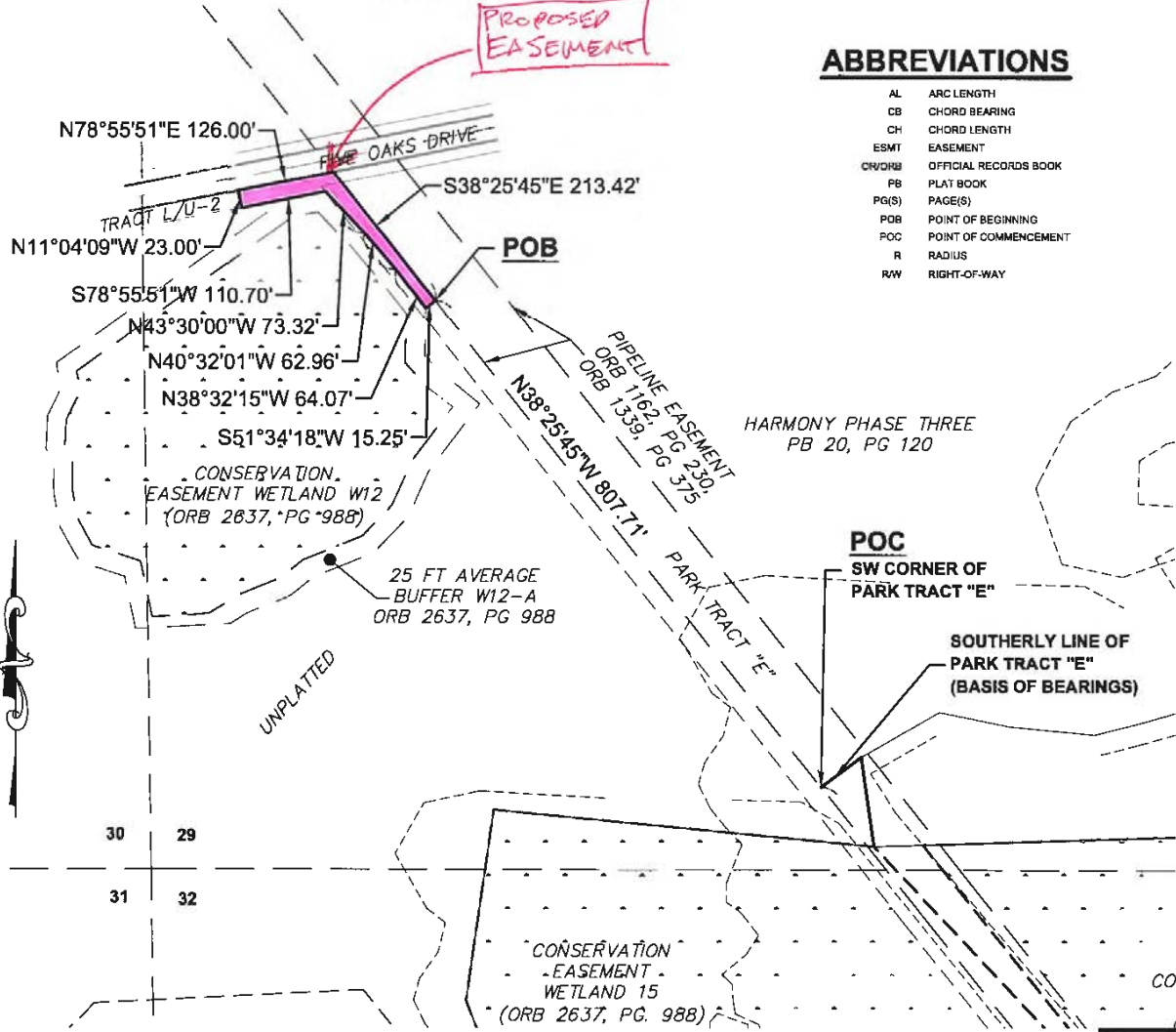
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COMMENCE AT THE SOUTHWEST CORNER OF SAID PARK TRACT "E" AND RUN N38°25'45"W, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARK TRACT "E", A DISTANCE OF 807.71 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PARK TRACT "E", THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1) THENCE S51°34'18"W A DISTANCE OF 15.25 FEET; 2) THENCE N38°32'15"W A DISTANCE OF 64.07 FEET; 3) THENCE N40°32'01"W A DISTANCE OF 62.96 FEET; 4) THENCE N43°30'00"W A DISTANCE OF 73.32 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT L/U-2; THENCE S78°55'51"W, ALONG THE BOUNDARY OF SAID TRACT L/U-2, A DISTANCE OF 110.70 FEET; THENCE N11°04'09"W A DISTANCE OF 23.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF FIVE OAKS DRIVE, ACCORDING TO THE PLAT OF SAID HARMONY PHASE THREE; THENCE ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, N78°55'51"E, A DISTANCE OF 126.00 FEET TO THE SOUTHWESTERLY BOUNDARY OF THAT CERTAIN PIPELINE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1162, PAGE 230 AND OFFICIAL RECORDS BOOK 1339, PAGE 375, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE S38°25'45"E, ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PIPELINE EASEMENT, A DISTANCE OF 213.42 FEET TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES, MORE OR LESS.



**HARMONY CDD EASEMENT**



	<b>B.S.E. CONSULTANTS, INC.</b>	DATE: 07/22/2020
	CONSULTING - ENGINEERING - LAND SURVEYING	DESIGN/DRAWN: LEH/AH
	312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32801	DRAWING# 11505_100_006
	PHONE: (321) 725-3674 FAX: (321) 723-1159	PROJECT# 11505
	CERTIFICATE OF BUSINESS AUTHORIZATION: 4905	SHEET 1 OF 1
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905		





**6B.**

**6B.i.**

**AGREEMENT BETWEEN BROWNIES SEPTIC AND PLUMBING LLC AND THE  
HARMONY COMMUNITY DEVELOPMENT DISTRICT REGARDING EMERGENCY  
STORMDRAIN PIPE REMOVAL AND INSTALLATION SERVICES**

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of August, 2020, by and between Brownies Septic and Plumbing LLC, an independent contractor (“Contractor”), whose address is 4949 N. Orange Blossom Trail, Orlando, FL 32810, and the Harmony Community Development District (“District”), care of the District Manager, Kristen Suit, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide the emergency storm drain pipe removal and installation services set forth below to the satisfaction of the District.

**SECTION I**

**Purpose of Agreement**

The purpose of this Agreement between Contractor, an independent contractor, and the District is for the Parties to enter into an agreement for the provision of emergency storm drain pipe removal and installation services as set forth in Section IV below.

**SECTION II**

**Qualifications of Contractor**

The Contractor represents that it is qualified to fulfill the duties set forth below.

**SECTION III**

**Consideration**

1. That which induced the parties to enter into this agreement, in addition to the provisions of Section I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree to all of the provisions of this contract.



## SECTION IV

### Duties

1. The duties, obligations, and responsibilities of the Contractor are as follows:  
Labor, materials, debris removal, installation, and clean up in the Project Area (located near 7200 Five Oaks Dr, Harmony, FL, 34747)
2. Contractor will prepare the Project Area to remove and replace damaged piping within the Project Area's manhole structure as follows:
  - a. Contractor's equipment for project shall be: (1) Excavator, (1) Skid-Steer (if needed), (1) 18 CY Tri-Axle Dump trucks, (1) Vac Truck.
  - b. Contractor shall replace 42"-48" of Polybutylene Storm Line that will function as originally designed and permitted. The following steps shall be taken by Contractor:
    - i. Remove debris, rock, sediment, and the damaged piping from the manhole structure in the Project Area. Prior to digging, Contractor shall call Sunshine811 at phone number(s) 811 or 1-800-432-4770. Contractor is responsible for importing clean fill and/or stabilizers as needed.
    - ii. Use Excavator to remove sediment and rock around the Toho water line and make a 20' foot cut from the manhole.
    - iii. Remove all further debris and sediment from manhole and use the Vac Truck to hydro-excavate sufficient depth to replace the storm drain line. Contractor will vacuum and clean the manhole after hydro-excavation.
    - iv. Supply and install 42" – 48" (as required) of Polybutylene storm drain line. Contractor shall make the proper storm line connections and use sealant as needed.
    - v. Post-installation of Polybutylene line, Contractor will place reliable clean fill and stabilizers, which are proper for sod replacement. Contractor shall make further repairs to depression/banks and sod as necessary to ensure the Project Area is stabilized.
    - vi. Secure and replace safety fencing around the perimeter of the manhole structure as necessary for safety.

- vii. Should “de-watering” be needed, approval by the District Manager for all change orders is required.
  - viii. Contractor is responsible for repairing or replacing any unreasonable damage to trees, landscaping, irrigation and sidewalks caused by the Contractor in and around the Project Area. Should Contractor damage any utility lines during the project, Contractor is responsible for notifying the proper owner of the lines immediately.
- 3. All decisions concerning compliance with the terms of this contract and operations under this contract are specifically delegated and assigned to the District Manager or her designee. The point-person for Contractor shall be Jared Dennerline who shall report progress and relay any questions to the District Manager.
- 3. Subject to the approval of the District Manager, the Contractor shall:
  - a. Be responsible solely for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District Manager.
  - b. Ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the District Manager is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.
  - c. Enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Harmony community and any other customers/party associated with the Harmony project are knowledgeable of the Project and the Services that the Contractor is performing.
  - d. Develop, implement, and maintain a safety program or its operations on the Project. The safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintain equipment safety features, and safety record keeping.

- e. Be available for an inspection (walk-thru) with the District Manager or the Manager's representative during regular working hours after the services set forth above are completed by the Contractor. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions taken as soon as practicable after the walk-thru is completed.
  - f. Be responsible for immediately notifying the District through the District Manager of any/all issues, damage, and/or decline directly related to the Contractor's scope of work.
  - g. Report to the District Manager or its designee.
3. Additional duties may be specified by the District Manager or its designee.

## **SECTION V**

### **Compensation**

1. The District agrees to compensate the Contractor a fee of \$57,109.00, with a not to exceed limit of \$75,000.00 subject to District Approval. The District shall pay Contractor 50% of the fee prior to commencement and pay the remaining balance, minus any amount owed for liquidated damages described in Section VI below, upon satisfactory completion of the duties outlined in Section IV above.

3. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee upon board approval.

## **SECTION VI**

### **Liquidated Damages**

In the event that the Contractor has not completed its emergency hydro-excavation investigative duties on or before 4 days following commencement of the project, the Parties agree that damages would not be quantifiable. Consequently, Contractor agrees to pay to the District a per diem rate of \$250.00 in liquidated damages in the event that the emergency removal and installation is not completed, excluding delays caused by inclement weather, by four (4) days following commencement of the project. The Parties agree that this amount is reasonable and will be subtracted from the total amount set forth in Section V above.

## **SECTION VII**

### **Contractual Relationship**

1. Nothing herein shall be construed as creating the relationship of employer or employee between the District/District Manager and the Contractor or between the District/District Manager and the Contractor's employees.
2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.
3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.
4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

## **SECTION VIII**

### **Term**

This Agreement shall commence upon execution by both Parties hereto and shall continue until the duties of the Contractor set forth above are performed to the satisfaction of the District.

## **SECTION IX**

### **Insurance**

The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (b) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
  - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation;
  - (ii) The District shall be named as additional insured.

## **SECTION X**

### **Indemnification**

1. The Contractor agrees to indemnify and hold harmless the District and its Manager, officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto.

2. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

## **SECTION XI**

### **Authorization**

The execution of this Agreement has been authorized duly by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

## **SECTION XII**

### **Assignment of Contract**

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.

2. Any attempted assignment or delegation by Contractor shall be, void wholly, and ineffective totally, for all purposes, unless made in the conformity with this section.

## **SECTION XIII**

### **Waiver**

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

## **SECTION XIV**

### **Termination**

The performance of services may be terminated in whole or in part by the District Manager in accordance with this provision and may be revised by the Board.

## **SECTION XV**

### **Modifications and Recordings**

This Agreement can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

## **SECTION XVI**

### **Payment for Services Procedure**

1. The Contractor shall deliver to the District Manager an Application for Payment in such form and with such detail as the District Manager requires.
  - a. Upon Contractor's completion of the project, Contractor shall submit a final Invoice to the District Manager for the balance due. Final payment shall be made in accordance with the *Local Government Prompt Payment Act* following a satisfactory inspection and the Contractor's submission of releases of liens from subcontractors and/or materialmen, if any.
2. The District through its Manager reserves the right to require itemized documentation to verify the amount owed as prescribed in the Application for Payment. If documentation is required to verify the Contractor's Application for Payment, then payment by the District Manager on behalf of the District will take place on the 30th day of the calendar month in which both the Application for Payment and the itemized documentation are received by the District through its Manager.
3. Any change orders are discouraged and subject to the District Board approval and any District change order policy.

## **SECTION XVII**

### **Advertising**

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the “District” or the name of “Harmony” (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.
2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor’s services.
3. This advertising prohibition shall extend to any use of “Harmony,” or the “District,” in any other manner whatsoever, whether specifically mentioned above or not.

### **SECTION XVIII**

#### **Waiver**

Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

### **SECTION XIX**

#### **Final Payment**

1. The Contractor’s acceptance of the final payment under this Agreement, or the acceptance of the final payment upon early termination hereof, shall constitute a full and complete release of the District and District Manager from any and all claims of the Contractor.
2. The claims upon which the District is released includes, but may not be limited by, any demands and causes of action whatsoever which the contractor may have against the District in any way related to the subject matter of this Agreement.
3. Upon receipt of final payment from the District Manager, the Contractor shall, as a condition precedent to receipt of final payment, submit to the District a fully and properly executed general Release.
4. Neither the District’s or District Manager’s review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.

5. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the services furnished, or agreed upon, pursuant to this Agreement.

## SECTION XX

### Enforcement of Agreement

In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

## SECTION XXI

### Miscellaneous Provisions

1. This agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid or alter substantially the benefits of the Agreement for either of the parties.

2. The rights and remedies of the District provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

4. Written notices, required to be given under this Agreement, shall deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District  
ATTN: Kristen Suit, District Manager  
313 Campus Street  
Celebration, Florida 34747

Brownies Septic and Plumbing LLC  
ATTN: Jared Dennerline  
4949 N. Orange Blossom Trail,  
Orlando, FL 32810

Young Qualls, P.A.



ATTN: Timothy R. Qualls  
216 South Monroe Street  
Tallahassee, Florida 32301

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

Bronnie's Septic & Plumbing  
CONTRACTOR

[Signature]

By: Jared Dennertine  
Manager

Date: 8-31-2020

ATTEST:

Harmony Community Development District  
DISTRICT

[Signature]

By: [Signature]  
Steve Berube

Date: 8/31/20

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its August 27, 2020 Emergency Meeting.

**6B.ii.**

### Harmony CDD's Irrigation System Infringement Overview

- July 25, 2019: The Harmony CDD Board of Supervisors made a motion directing that the District must no longer maintain private facilities without an express finding of a public benefit as required under Florida law.
- July – Nov 2019: Numerous attempts were made by the CDD to negotiate a public benefit with Harmony Retail LLC (“Retail”), to no avail.
- November 1, 2019: The District sent a letter to Retail, stating that public maintenance of private lands would be discontinued 60 days later on December 31, 2019. (Please see Exhibit 1 Attachment B)
- January 2, 2020: The District discontinued maintenance of private property within the CDD boundary.
- April 22, 2020: Harmony Retail attempts to utilize CDD irrigation equipment. Field staff, in keeping with the direction of the Board’s July 2019 Motion, modified the CDD’s irrigation timers to prevent private property from being irrigated with public water. A dispute arose concerning the CDD’s sprinkler boxes and Harmony Retail employees called the deputy sheriff to investigate. The investigating Deputy Sheriff found no cut wires and no evidence of ownership of the boxes by Harmony Retail. (Please see Exhibit 1)
- May 14, 2020: Notwithstanding the findings of law enforcement, Harmony Retail sues Mr. Steve Berube for trespass and conversion relating to the modification of the CDD’s sprinkler boxes by CDD Field Staff.
- May 28, 2020: Harmony CDD makes a *Nuzum* determination to provide Chairman Berube legal counsel for the lawsuit after determining that the lawsuit arose out of official actions of the CDD. Please see the attached memo of government officer representation. (Please see Exhibit 2)
- August 11, 2020: The Harmony CDD Field Operations Director noted that the CDD’s sprinkler boxes had holes drilled in them and had been padlocked by Harmony Retail.
- August 14, 2020: Harmony CDD District Counsel sends letter to Harmony Retail Counsel demanding the padlocks be removed. (Please see Exhibit 1 Attachment F)
- September 1, 2020: Harmony Retail Counsel requests Easement documentation from Harmony CDD District Counsel.
- September 10, 2020: After conferring with the CDD Engineer, Harmony CDD District Counsel sent opposing counsel a reply letter supporting the District’s Easements. (Please see Exhibit 3)

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## MEMORANDUM

To: Harmony Community Development District  
From: Young Qualls, PA  
Date: August 19, 2020  
Re: Irrigation Dispute and Timeline

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### Question

Please provide a timeline and related exhibits of the events surrounding the dispute concerning irrigation boxes in and around Harmony.

### Discussion

On July 25, 2019, the Harmony Board of Directors made a motion directing that the District must no longer maintain private facilities without an express finding of a public benefit. Please find attached a memorandum of Young Qualls, P.A. concerning this subject matter generally attached hereto as Attachment "A."

On November 1, 2019, correspondence was sent to counsel for Harmony Retail, LLC advising that CDD maintenance of Harmony Retail, LLC property would cease effective December 31, 2019. Said letter is attached here to as Attachment "B."

On April 22, 2020, a dispute arose concerning sprinkler boxes and a deputy sheriff was called to Harmony, Florida. Attached please find the police report relating to this dispute attached hereto as Attachment "C."

On May 14, 2020, Harmony Retail, LLC, filed a complaint against Chairman Berube alleging that Mr. Berube directed and ordered his agent/employee "to go on the Plaintiff's Harmony Property and destroy its irrigation system" and at the direction of Mr. Berube, his agent/ employee destroyed "the Plaintiff's irrigation system by cutting wires and lines and destroying the rain-bird and corresponding equipment necessary for irrigation of the landscaping on Plaintiff's Harmony Property."

On August 11, 2020, Harmony Field Operation Director noted that the sprinkler boxes on the opposite side of the road had holes drilled in them and were padlocked. See photo attached hereto as Attachment "D."

Please note some important facts:

- The District funded the construction of the irrigation system in Harmony.
- The District has always maintained the irrigation system in Harmony.
- The District has a perpetual drainage easement that runs with the land throughout the boundaries of the Harmony CDD.
- The District has a utility easement running throughout the CDD as set forth in the document attached hereto as Attachment “E.”
- It is the opinion of your District Engineer that the CDD has always and continues to have an easement covering the entire irrigation system. It is the opinion of your District Engineer that this easement was not modified or changed in any way after his review of the recorded documents specifically concerning the property in question.
- According to sworn statements, at no time did Chairman Berube direct field operations staff to modify the sprinkler boxes in question.
- According to Field Operation Staff, the sprinkler boxes, which have been padlocked, do not only control the sprinklers running along the property at Harmony Retail LLC, but also control sprinklers which would irrigate public property as well.
- As a result of the unlawful restriction of the easement allowing Harmony to maintain its sprinkler boxes, a letter was sent to the attorney for Harmony Retail, LLC attached hereto as Attachment “F.”

# Attachment A

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## MEMO

To: Harmony CDD Board of Supervisors  
From: General Counsel  
Date: 03/21/2019  
Re: Expenditure of CDD maintenance funds on private property

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### Questions Presented

1. May the District maintain infrastructure on private land?
2. May the District fund the maintenance of street lights on private property?

### Answer

No. The District is not authorized to maintain non-District infrastructure or property because Chapter 190, Florida Statutes authorizes it to use special assessment funds for *district maintenance and projects*.

### Discussion

Community Development Districts (CDDs) are created by Chapter 190, Florida Statutes. 190.005, Fla. Stat. (2018). Chapter 190, Florida Statutes is the sole authorization for CDDs and prescribes all CDD powers. In Florida, “It is the rule that a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way.” Op. Att’y Gen. Fla. 2007-05 (citing *Alsop v. Pierce*, 19 So. 2d 799, 805-806 (Fla. 1944); *Dobbs v. Sea Isle Hotel*, 56 So. 2d 341, 342 (Fla. 1952); *Thayer v. State*, 335 So. 2d 815, 817 (Fla. 1976)).

A CDD has the power to “levy special assessments for the construction, reconstruction, acquisition, or maintenance of *district facilities* authorized under this chapter using the procedures for levy and collection provided in chapter 170 or chapter 197.” § 190.022(1), Fla. Stat. (2018) (Emphasis added). Additionally, a

CDD is also authorized to levy and collect benefit and maintenance special assessments to “finance *district facilities and projects*” and to “maintain and preserve the facilities and projects *of the district.*” § 190.021(2) & (3), Fla. Stat. (2018) (Emphasis added).

Importantly, nothing in these sections, or in any other section in Chapter 190, Florida Statutes, authorizes a CDD to expend funds collected through special assessments for any maintenance or projects of non-District land.

In order for a special assessment to be valid and enforceable, it must be made pursuant to legislative authority and the method prescribed by the Legislature must be substantially followed. *Madison County v. Foxx*, 636 So. 2d 39 (Fla. 1st DCA 1994). Further, a valid special assessment requires that the property assessed must derive a direct, special benefit from the service provided and that the assessment must be fairly and reasonably apportioned among properties that receive the special benefit. *City of North Lauderdale v. SMM Props., Inc.*, 825 So. 2d 343 (Fla. 2002); *Workman Enters., Inc. v. Hernando County*, 790 So. 2d 598 (Fla. 5th DCA 2001); *Donnelly v. Marion Cty.*, 851 So. 2d 256, 259 (Fla. 5th DCA 2003)

A Florida Attorney General Opinion reasoned that a CDD is not authorized to levy a special assessment for the costs of repair and maintenance of district properties on property located outside the boundary of the CDD because nothing in sections 190.021 and 190.022 authorize a District to levy special assessments from lands outside the District. Op. Att'y Gen. Fla. 2007-05. Likewise, nothing in sections 190.021 or 190.022 authorizes a CDD to use the funds collected from special assessments to maintain non-District facilities: “It is the rule that a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way.” *Id.* The authorization to use the funds collected by special assessments for *district facilities and projects* is, in effect, a prohibition on using those funds for the maintenance of non-district facilities and projects.

In Florida Attorney General Opinion 98-81, the AG opined the it is a basic tenet that the expenditure of public funds be primarily for a public purpose. Meaning, the spending of CDD funds must meet a CDD purpose, rather than a private purpose.

*“This office has on several occasions stated that a governmental entity such as a municipality may not*

*lawfully spend public funds to repair or maintain privately owned roads. In order for public funds to be expended for the construction and maintenance of a road, the road must be a "public" one, i.e., the expenditure must be for a public purpose. As this office stated in Attorney General Opinion 73-222."*

*"In Attorney General Opinion 92-42, this office concluded that the county could not expend county funds to repair and maintain private roads where members of the general public were not allowed."*

Therefore, any land or streetlights in question on private property may not be maintained by the District. In order to be valid, a special assessment levied and collected pursuant to section 190.021 and 190.022, Florida Statutes must be used for the purposes prescribed in those sections- which do not include maintenance of non-district property.

### **Conclusion**

The District may not maintain non-District infrastructure or private property because Chapter 190, Florida Statutes only authorizes it to use special assessment funds for district maintenance and projects and that authorization, in effect, is a prohibition on using the funds for any non-authorized purpose.



# Attachment B

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November 1, 2019

**Via Email**

tkobrin@shutts.com

Todd Kobrin, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 34233

RE: Harmony CDD Maintenance Discontinuance

Dear Mr. Kobrin:

Please be advised that the Harmony Community Development District ("Harmony CDD") will no longer maintain any Harmony Retail, LLC ("Harmony Retail") property which Harmony CDD has inadvertently maintained in the past. The property in question is located on or near Harmony Square and Irlo Bronson Highway more specifically described in Exhibit "A."

Per Florida law, local governments may not expend public funds maintaining private property without a clear public purpose. Harmony CDD has determined that there is no public purpose in maintaining the landscape of Harmony Retail's private property. Harmony CDD has an obligation to monitor the ponds to ensure proper drainage and will continue to do so. However, Harmony CDD has no obligation to mow and maintain private landscape on a routine basis and, accordingly, will discontinue these services effective December 31, 2019.

Of course, should you have questions or concerns regarding this information, please do not hesitate to contact me. Thank you.

Sincerely,



Timothy R. Qualls, Esq.  
Young Qualls, P.A.

TRQ/tal

cc: Kristen Suit, District Manager

## EXHIBIT A

1. East entrance east parcel behind fence 31-26-32-0000-0012-0000; Harmony Square Dr, Harmony FL 34773  
Legal Description: COM AT SE COR OF UTILITY TRACT 1, BIRCHWOOD NBHD B & C PB 14 PGS 67-73, N 30 DEG E 49.30 FT, N 60 DEG W 69.96 FT TO POB; CONT N 60 DEG W 544.05 FT TO NON-TAN CURVE, CONC W, RAD 351 FT, CENT ANG 27 DEG, (CH BEARING N 14 DEG E 166.64 FT), NLY ALONG CURVE 168.25 FT, N 17.28 FT TO POC, CONC E, RAD 449 FT, CENT ANG 15 DEG, (CH BEARING N 08 DEG E 119.54 FT), NLY ALONG CURVE 119.89 FT, N 15 DEG E 60.63 FT TO NON-TAN CURVE, CONC S, RAD 26.66 FT, CENT ANG 23 DEG, (CH BEARING S 86 DEG E 10.72 FT), ELY ALONG CURVE 10.80 FT, S 15 DEG E 25 FT, N 75 DEG W 21 FT, N 15 DEG E 384.88 FT TO POC, CONC SE, RAD 5 FT, CENT ANG 90 DEG, (CH BEARING N 60 DEGE 7.07 FT), NELY ALONG CURVE 7.85 FT, S 75 DEG E 228.50 FT, N 15 DEG E 55 FT, N 75 DEG W 9 FT, N 15 DEG E 279.50 FT TO POC, CONC SE, RAD 5 FT, CENT ANG 90 DEG, (CH BEARING N 60 DEG E 7.07 FT), NELY ALONG CURVE 7.85 FT, S 75 DEG E 59.49 FT TO POC, CONC N, RAD 1239.50 FT, CENT ANG 07 DEG, (CH BEARING S 78 DEG E 157.23 FT), ELY ALONG CURVE 157.33 FT, S 12 DEG W 263.82 FT, S 03 DEG W 457.37 FT, S 87 DEG E 129.81 FT, S 13 DEG E 171.38 FT TO POC, CONC W, RAD 125 FT, CENT ANG 13 DEG, CURVE 28.10 FT TO NON-TAN CURVE, CONC N, RAD 63 FT, CENT ANG 49 DEG, (CH BEARING S 78 DEG W 52.13 FT), WLY ALONG CURVE 53.75 FT, N 78 DEG W 52.11 FT, S 32 DEG W 394.43 FT TO POB LYING WITHIN 31-26-32.
  
2. East entrance east parcel includes fence 30-26-32-2612-000U-0010; East Irlo Bronson Mem Hwy, Harmony FL 34771  
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73 INGRESS/EGRESS UTILITY TRACT 1 31-26-32
  
3. East entrance west parcel behind fence 30-26-32-2612-TRAC-00X0; 7250 Harmony Square Dr, Saint Cloud FL 34773  
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73TRACT X FUTURE DEVELOPMENT LESS PLAT BIRCHWOOD TRACTS PHASE ONE PB 14 PGS 171-172
  
4. East entrance west parcel includes fence 30-26-32-2612-000U-0020; Harmony FL 34771  
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73 30, 31-26-32 INGRESS/EGRESS UTILITY TRACT 2

# Attachment C



## OSCEOLA COUNTY SHERIFF'S OFFICE

Deputy Report for Incident 20I038053

**Nature:** CIVIL MATTE 661

**Address:** 7272 HARMONY SQUARE DR  
SOUTH  
ST CLOUD FL 34773

**Location:** 9101

**Offense Codes:**

<b>Received By:</b> REYES, C	<b>How Received:</b> O	<b>Agency:</b> OCSO
<b>Responding Officers:</b> PUIG, L		
<b>Responsible Officer:</b> PUIG, L	<b>Disposition:</b> CLO 04/22/20	
<b>When Reported:</b> 15:32:58 04/22/20	<b>Occurred Between:</b> 17:00:00 04/17/20 and 15:32:49 04/22/20	

**Assigned To:**  
**Status:**

**Detail:**  
**Status Date:** \*\*/\*\*/\*\*

**Date Assigned:** \*\*/\*\*/\*\*  
**Duc Date:** \*\*/\*\*/\*\*

**Complainant:** 405201

**Last:** OSCEOLA CO  
SO

**First:** ADMINISTRATI  
ON

**Mid:**

**DOB:** \*\*/\*\*/\*\*

**Dr Lic:**

**Address:** 2601 E IRLO BRONSON MEM  
HWY

**Race:**                      **Sex:**

**Phone:** (407)348-1100  
BUSN

**City:** KISSIMMEE, FL 34744

**Offense Codes**

**Reported:**

**Observed:**

**Circumstances**

LT14 COMMERCIAL/OFFICE BUILDING  
LT27 PARK/WOODLANDS/FIELD

**Responding Officers:**  
PUIG, L

**Unit :**  
191

**Responsible Officer:** PUIG, L

**Agency:** OCSO

**Received By:** REYES, C

**Last Radio Log:** 16:15:40 04/22/20 CMLPT

**How Received:** O OFFICER REPORT

**Clearance:** R REPORT TAKEN

**When Reported:** 15:32:58 04/22/20

**Disposition:** CLO **Date:** 04/22/20

**Judicial Status:**

**Occurred between:** 17:00:00 04/17/20

**Misc Entry:**

**and:** 15:32:49 04/22/20

**Narrative**

Written By: D/S L. Puig #1153  
Incident #: 20I038053  
Zone: 91

Offense: Information on civil matter

On 4/22/20, at approximately 1230 hours, I made contact with the complainant, Steve Fusilier, at his place of business, Fusilier Realty Group, located at 7272 Harmony Square Dr., St. Cloud, FL. The complainant said Harmony CDD trespassed on his property located on Harmony Square Drive South, and went inside his Rain Bird irrigation system control box and cut the wires to the sprinklers that water his property. This was discovered when the complainant's maintenance employee, Richard Casey Taliento, was checking the sprinkler zones because the complainant's property seemed parched and the grass dying. Harmony CDD Field Operations Manager, Gerhard Van Der Snel, approached Richard and told him their sprinkler zones were disconnected since the first week of December 2019, and if Richard turned the water back on, he would be arrested for stealing water. The complainant texted Gerhard about the incident but Gerhard requested the complainant "address all concerns over email." The complainant responded by texting Gerhard that he and his staff were trespassed and not allowed on his property. There was no response back from Gerhard. The complainant further advised that his comptroller, Donn Kamandulis, saw an employee of the CDD (not Gerhard) on the property on 4/17/20, doing something to the sprinkler box. The complainant stated when he purchased the property, the Rain Bird system, which waters other properties other than his, was part of the purchase. He said he would provide a deed to the land to prove this.

Both Richard and Donn provided verbal and sworn written statements confirming the complainant's verbal statements.

Gerhard was not on property but I was able to contact him via cellphone. He advised the Raintree system belongs to the CDD. They maintain the land and sprinkler systems and pay the water from assessments. That was until the complainant bought the parcel of land. There has been a yearlong dispute or contention between the CDD and the complainant where it is alleged the complainant has not been paying for the water, and the CDD being a governmental agency cannot maintain his property and pay for his water, which is why they disconnected the zones to the complainant's property.

I observed the property in question. It is the land at the entrance to Harmony Square on the East side of the road. There is a gated entrance, and it is surrounded by a wood fence. The gate has a combination lock on it that is new and was placed there after the incident. There weren't any "no trespass" signs posted. Although the complainant said he would provide a copy of the deed to prove his ownership of the land and everything on it, he only provided copies from the Osceola County Property Appraisers office with land description and map images. The land description included horse stalls/barn, and wood shack, there was no mention of the Rain Bird system. The map images show an easement around the pond. I looked up the image on the Property Appraisers site but it is impossible to tell if the Rain Bird box is in the easement due to being blocked by trees. I observed and photographed the Rain Bird meter on the outside and inside. I observed no cut wires. They appeared simply disconnected. There were a multitude of wires.

The documentation provided by the complainant did not show he had sole rights or owned the sprinkler system that supplies irrigation to other properties in the

community maintained by the CDD. Harmony was never intended to be divided into parcels as it is today; therefore, all properties are supplied water through the main lines, which run through the complainant's property. The CDD has had access to, and maintained, the properties and sprinkler system since its inception. They have a key to the Rain Bird box. Therefore, this appears to be a civil matter. The district manager for the Harmony CDD is Kristen Suit (407)818-5960. She was not contacted.

On 4/23/20, I contacted Kristen Suit via cellphone. She advised that there is an ongoing legal dispute with the complainant over assessments and what properties the CDD can maintain. She added that the CDD is a governmental entity and it is illegal for them to maintain private properties; therefore, they stopped maintaining the complainant's properties, including watering them. Kristen stated there is also a dispute over who owns the Rain Bird sprinkler system and control box. The CDD says it is theirs; the complainant says it is his.

On 4/28/20, at approximately 1300 hours, I made contact with the chairman of the Harmony CDD, Steven P. Berube, who stated the complainant knew the water to his property was going to be cut off. He was informed so at a board meeting. At that meeting the complainant did not want to accept the offer from the CDD to allow them to use the well on his property, that they had been using for years before the complainant bought the property and months thereafter, and they would pay the electric bill and allow him to use their water for his properties. Steven called it a fair exchange. The complainant said he did not want them to water his properties; the CDD could not use his well, it would be shut off, and he did not need them. The board voted to discontinue water service to the complainant and he was advised service would end on 1/1/20. Service was terminated on 1/2/20, when the wires to the zones servicing the complainant were disconnected, not cut. Steven provided the Harmony Residential Properties and CDD Covenant and Declaration book. It says the CDD has easement access to all meters, sewers, water lines etc. Basically there is an easement around every property excluding the actual dwelling or business. Steven says the same language should be found in the filings with the County Government. Steven said the Rain Bird belongs to the CDD.

Gerhard was present and provided a verbal and sworn written statement matching Steven's. He added it was on 4/21/20, at approximately 1400 hours, that he saw the complainant's maintenance staff accessing the Rain Bird. He told them to stop and warned them if they turned on the water it would be theft. After explaining this he left. Gerhard advised me the CDD installed a padlock and reflective tape around the box cover to prevent tampering.

I took additional photographs and Body Worn Camera Video. On this date, there were two new no trespass signs posted on the wood fence surrounding the property in question. It was clear the signs were brand new as were the nails used to place them. I affirm the signs were not up on 4/22/20, when I first visited the property. The images were uploaded to evidence.

This information further affirms this is a civil matter to be settled in court if necessary, not by law enforcement. There is nothing further.



# Osceola County Sheriff's Office

# STATEMENT

Please fill out in full detail

Offense: <u>INFORMATION CIVIL MATTER</u>		Case #: <u>201038053</u>	
Date of Statement: Month: <u>4</u>	Day: <u>22</u>	Year: <u>20</u>	Time: <u>1525</u>
Location of Offense: <u>7272 HARMONY SQUARE DR. SOUTH</u>			Zone: <u>91</u>
Code:  <u>0</u>	Name: (I.F.M.) <u>TALIENTO, RICHARD CASEY</u>	Age: <u>53</u>	D.O.B.: <u>3/23/67</u>
	Address Res.: <u>3899 PACKARD AVE, ST. CLOUD</u>	Zip: <u>34772</u>	Race: <u>W</u> Sex: <u>M</u>
	Address Bus.:	Zip:	Phone: <u>(407) 552-8300</u>
	D.L.#: <u>TUC2743671030</u>		St: <u>FL</u>
E-Mail Address:			
<p>I, <u>Richard c Taliento</u> do hereby voluntarily make the following statement without threat, coercion, offer of benefit or favor by any persons whomsoever.</p> <p><u>I was having a problem with our sprinkler systems in the front of property, went to the of the property to check the (rain Bird) system, when stewart pulled up in his truck and told me I was not aloud in the (rain Bird) Box I told him the Boxes are on stave property and are plants and grass was dieing. He started tell me he has the right away to the rain Bird Boxes and not to Bother, that the wires in the Boxes were disconted and if I try to reconnect or put on the water</u></p> <p style="text-align: center;">- List stolen items separately (with values) in body of statement. -</p>			
Request of confidentiality under Marsy's Law.	Initial:	I will testify in court.	Initial: <u>RT</u>
I have received the Victim/Witness Rights pamphlet.	Initial:	I will prosecute criminally.	Initial:
Sworn to and subscribed before me, this <u>22</u> day of <u>04</u> , <u>20</u> . <u>1153</u>		Under penalty of perjury, I swear/affirm the above statements are correct and true, and I understand giving false information to any law enforcement officer concerning the alleged commission of a crime is a criminal offense. Signature: <u>Richard c Taliento</u>	
Notary Public <input type="checkbox"/> Deputy Sheriff <input checked="" type="checkbox"/> Personally Known <input type="checkbox"/> Produced Identification <input checked="" type="checkbox"/> Type of Identification: <u>FL DL</u>		Page 1 of 2	



**Osceola County  
Sheriff's Office**

**STATEMENT  
CONTINUATION**

Please fill out in full detail

Case #: 20E038053

Code: <u>9</u>	Name (l.f.m) <u>TALLENDO, RICHARD CASEY</u>	D.O.B. <u>3/23/67</u>	Race <u>W</u>	Sex <u>M</u>
----------------	---	-----------------------	---------------	--------------

and to put the wire back in the Rain Bird  
 it would be created I was told the wires  
 were disconnected back in December when there  
 was a problem with a well so I continued  
 to leave the boxes alone and call my  
 Boss to tell him what the problem was He  
 Gearheart also stated that Steve Bohue told  
 Gearheart to shut down the water then  
 also was a witness with me Danys  
 Abrahamson from the Sheriff Department he  
 was also heard what I am saying right  
 now.

~ List stolen items separately (with values) in body of statement. ~

Sworn to and subscribed before me, this 22 day of  
04.20  
1153

Under penalty of perjury, I swear/affirm the above statements are correct and true, and I understand giving false information to any law enforcement officer concerning the alleged commission of a crime is a criminal offense.  
 Signature: Richard C Talendo

Notary Public  Deputy Sheriff   
 Personally Known  Produced Identification   
 Type of Identification: FL DL



# Attachment D







+ 55.2.10

Prepared by and Return to:  
Mark S. Lieblich, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY 12P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2002171814 OR 2125/2078  
DLB Date 10/10/2002 Time 10:31:22

DOC STAMPS: 0.70

DRAINAGE EASEMENT

This Drainage Easement (hereinafter the "Easement Agreement") is made and entered into this 7<sup>th</sup> day of June, 2002, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 4305 Neptune Road, St. Cloud, Florida 34769 and Harmony Community Development District, a special district according to chapter 189, Florida Statutes, (herinafter referred to as "Grantee") with an address of 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33071

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property more particularly described in Exhibit "A" attached hereto (the "District Property"); and

WHEREAS, Grantor is the permittee of a certain South Florida Water Management District ("SFWMD") Permit No. 49-01058-P (the "Permit") concerning the surface water management system for a portion of the District Property; and

WHEREAS, certification of the completion of construction of the surface water

management system which is the subject of the Permit has been accepted by SFWMD and incorporated into the SFWMD Permit file; and

WHEREAS, by separate instrument Grantor and Grantee intend to transfer the Permit to Grantee and to designate Grantee as the responsible operating entity for the operation phase of the Permit; and

WHEREAS, until transfer of the Permit to Grantee has been effected and accepted by SFWMD, Grantor shall remain liable for compliance with the Permit; and

WHEREAS, the parties hereto desire to establish a perpetual, non-exclusive easement for the term hereinafter described to provide Grantee with the right to utilize certain property and facilities for such purposes and subject to such terms and conditions as are more particular described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Grantor hereby grants to Grantee, its successors, and assigns a perpetual, non-exclusive easement (the "Easement") for ingress and egress; surface water management, drainage, transmission, retention and detention; and installation, maintenance, repair, replacement and operation of all structures, ponds, facilities, equipment and infrastructure as may be reasonably necessary to maintain compliance with the Permit.

CL 2002171814

OR 2125/2080

3. The property subject to the Easement (the "Easement Property") shall initially be the entire District Property.

4. The Easement shall be modified from time to time hereafter to more narrowly describe the Easement Property as the property upon which the surface water management system, including but not limited to all related structures, ponds, facilities, equipment and infrastructure exists together with such additional property as may be necessary to ensure that Grantee will at all times have free and clear access to the surface water management system and the ability to temporarily utilize adjacent property for the purpose of performing its obligations to operate and maintain such system.

5. The Easement Property may be further modified by Grantor from time to time to provide for the relocation of any portions of the surface water management system, including but not limited to all related structures, ponds, facilities, equipment and infrastructure as may be necessary or desirable in Grantor's sole and absolute discretion to maintain compliance with the Permit or to provide for the development of the District Property.

6. Upon any amendment of this Easement Agreement to modify the description of the Easement Property the Easement shall automatically be deemed terminated and released for all purposes from any property that is not included in such modified legal description.

7. Grantee hereby covenants to join into any and all amendments to this Easement Agreement or other instruments concerning the Permit as may be reasonably requested by Grantor to maintain compliance with the Permit or to provide for the development of the District Property.

8. The terms and provisions of this Easement Agreement shall be binding

CL 2002171814

OR 2125/2081

upon and inure to the benefit of Grantor and Grantee and their heirs, representatives, successors, and assigns. The benefits and burdens hereof shall run with the land and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the Easement Property shall be entitled to the benefits and be bound by the burdens hereof.

9. Grantor's and Grantee's liability under this Easement Agreement shall be limited to their interests in the District Property and the Easement Property, respectively, as encumbered from time to time.

10. No walls, fences or barriers of any sort or kind that would prohibit the use of the Easement shall be constructed or maintained on the Easement Property by either party.

11. Subject to the limits on liability set forth above, each party does hereby release, indemnify and promise to defend and save harmless the other party from and against any and all liability, loss, damage expense, actions, and claims, including reasonable attorney fees and costs incurred by the other party in defense thereof, asserted or arising directly or indirectly on account of the acts or omissions of the indemnifying party, their servants, agents, licensees, invitees, employees, and contractors, provided, however, this paragraph does not purport to indemnify such party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the party, its son, its agents, or employees.

12. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the District Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Easement Agreement is for the exclusive benefit of the parties and their successors, and assigns, and that nothing in this Easement Agreement express or implied, shall confer upon any person, other than

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the parties, and their successors, and assigns, any rights or remedies under or by reason of this Easement Agreement.

13. Except as expressly set forth herein, this Easement Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed and acknowledged by the parties and thereafter duly recorded in the Public Records of Osceola County, Florida.

14. It is expressly agreed that no breach, whether or not material, of the provisions of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement Agreement.

15. If any provision, or a portion thereof, of this Easement Agreement, or the application thereto to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Easement Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included and such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

16. This Easement Agreement shall be construed in accordance with the laws of the State of Florida.

17. Any notice demand, request, consent, approval, designation, or other communication made pursuant to this Easement Agreement by one party to the other shall be in

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writing and shall be given or made or communicated by personal delivery (including courier service), or by United States registered or certified mail, returned receipt requested, addressed, in the case of Grantor to:

Birchwood Acres Limited Partnership, LLLP  
4305 Neptune Road  
St. Cloud, Florida 34769

and in the case of Grantee to:

Harmony Community Development District  
10000 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

Any party may, at any time, change its address for the above purpose by mailing, as aforesaid, at least then (10) days before the effective date thereof, as notice stating the change and setting forth the new address. Any notice, demand, request, consent, approval or designation shall be sent as above provided and be deemed to have been given, made, received and communicated, as the case may be, if by personal delivery, when actually delivered as evidenced by signed receipt, or in the case of mailing, on the date of the same was deposited in the United States Mail in conformity with the above requirements.

18. This Easement Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A facsimile copy of this Easement Agreement and any signature thereon shall be considered for all purposes originals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

Signed, sealed and delivered

"Grantor"

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in the presence of:

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

By: Three E Corporation, a Florida corporation,  
as its General Partner

[Signature]  
Signature of Witness  
Print Name: VANCE SMITH, JR.

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: CAROLYN M. MARTIN

Signed, sealed and delivered  
in the presence of:

Grantee  
Harmony Community Development District, a  
special district according to Chapter 189,  
Florida Statutes

[Signature]  
Signature of Witness  
Print Name: Brenda L. Wright

By: [Signature]  
Print Name: GARY L. FORTNA  
As its: SECRETARY / MANAGER

[Signature]  
Signature of Witness  
Print Name: LORI DESROSIER

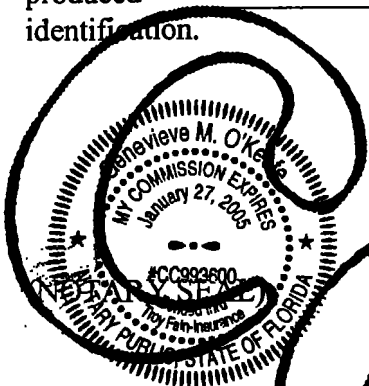


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OR 2125/2085

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2002, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



Genevieve M. O'Keefe  
(Notary Signature)  
GENEVIEVE M. O'KEEFE  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. CC 993 600

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2002, by Gary L. Meyer, as Secretary, of the Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Brenda L. Wright  
(Notary Signature)  
Brenda L. Wright  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD 031560

EXHIBIT "A"

DISTRICT PROPERTY

A parcel of land lying in portions of Sections 24 and 25, T 26 S, R 31 E and Sections 19, 20, 29, 30, 31 and 32, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E (being a found 4" X 4" concrete monument), run N. 00° 27' 29" W., along the West line of said Section 30, 2116.59 feet to a point on the Southerly Right of Way line of State Road No. 500 (being a found 4" X 4" concrete monument, with the top broken); thence continue N. 00° 27' 29" W., 76.29 feet to a point on the Northerly Right of Way line of said State Road No. 500; also being the Point of Beginning; thence N.60°13'23"W., a distance of 1,004.40 feet to a point of curve to the right having a radius of 3,786.83 feet, a central angle of 14°32'15", and a chord bearing of N.52°57'16"W., a distance of 58.25 feet; thence northwesterly along the arc a distance of 960.82 feet; thence N.74°13'35"E., a distance of 19.99 feet; thence continue easterly along said line, a distance of 52.83 feet; thence N.86°39'4"E., a distance of 46.70 feet; thence N.67°55'33"E., a distance of 44.33 feet; thence N.40°27'24"E., a distance of 47.08 feet; thence N.29°24'37"E., a distance of 114.95 feet; thence N.46°0'04"E., a distance of 45.80 feet; thence N.82°04'45"E., a distance of 52.12 feet; thence S.60°31'56"E., a distance of 49.70 feet; thence S.24°48'26"E., a distance of 47.74 feet; thence S.06°46'14"E., a distance of 53.69 feet; thence S.19°19'43"E., a distance of 26.55 feet; thence S.50°30'42"E., a distance of 195.26 feet; thence S.19°32'18"E., a distance of 37.49 feet; thence N.28°10'07"E., a distance of 81.94 feet; thence N.40°39'34"E., a distance of 37.99 feet; thence N.81°44'12"E., a distance of 34.19 feet; thence S.73°24'27"E., a distance of 38.25 feet; thence S.76°15'31"E., a distance of 141.81 feet; thence N.19°56'08"E., a distance of 193.97 feet; thence N.74°42'16"E., a distance of 194.59 feet; thence N.41°25'54"E., a distance of 76.49 feet; thence N.00°01'04"E., a distance of 163.97 feet; thence N.09°49'03"W., a distance of 383.06 feet; thence N.15°23'23"W., a distance of 303.68 feet; thence N.05°05'15"W., a distance of 224.32 feet; thence N.01°10'32"E., a distance of 145.00 feet; thence N.77°58'42"E., a distance of 193.59 feet; thence N.18°34'52"E., a distance of 168.84 feet; thence N.15°47'03"W., a distance of 357.00 feet; thence N.20°53'30"W., a distance of 335.24 feet; thence N.05°57'55"W., a distance of 60.92 feet; thence N.26°52'00"E., a distance of 72.71 feet; thence N.61°02'00"E., a distance of 17.84 feet; thence N.76°44'45"E., a distance of 110.72 feet; thence N.72°42'20"E., a distance of 120.32 feet; thence S.77°41'35"E., a distance of 99.75 feet; thence S.71°00'45"E., a distance of 115.07 feet; thence S.64°04'34"E., a distance of 121.52 feet; thence S.73°39'55"E., a distance of 373.13 feet; thence S.77°46'51"E., a distance of 378.59 feet; thence S.77°14'21"E., a distance of 206.57 feet; thence S.89°48'15"E., a distance of 225.50 feet; thence N.88°05'24"E., a distance of 227.48 feet; thence N.79°47'00"E., a distance of 215.76 feet; thence N.71°31'22"E., a distance of 221.04 feet; thence N.65°31'36"E., a distance of 260.93 feet; thence N.72°24'07"E., a distance of 191.13 feet; thence N.80°28'00"E., a distance of 314.47 feet; thence S.81°33'40"E., a distance of 210.19 feet; thence S.63°38'11"E., a distance of 145.36 feet; thence S.48°41'42"E., a distance of 151.51 feet; thence S.47°07'37"E., a distance of 206.14 feet; thence S.67°16'54"E., a distance of 140.62 feet; thence S.85°22'43"E., a distance of 196.16 feet; thence N.78°57'37"E., a distance of 180.51 feet; thence N.45°52'34"E., a distance of 100.47 feet; thence N.06°07'18"E., a distance of 183.68 feet; thence N.04°22'07"W., a distance of 221.51 feet; thence S.84°38'10"E., a distance of 193.13 feet; thence S.07°16'24"E., a distance of 254.90 feet; thence S.77°49'02"E., a distance of 122.23 feet; thence N.79°04'37"E., a distance of 129.36 feet; thence S.81°34'02"E., a distance of 148.43 feet; thence N.78°59'05"E., a distance of 230.41 feet; thence N.75°58'32"E., a distance of 255.49 feet; thence N.82°27'43"E., a distance of 143.27 feet; thence N.40°02'32"E., a distance of 91.96 feet; thence N.26°34'31"E., a distance of 103.93 feet; thence N.68°16'00"E., a distance of 82.12 feet; thence S.68°32'11"E., a distance of 129.70 feet; thence N.79°31'39"E., a distance of 69.41 feet; thence S.65°08'05"E., a distance of 65.06 feet; thence S.29°16'47"E., a distance of 76.57 feet; thence S.65°38'28"E., a distance of 131.26 feet; thence N.82°33'59"E., a distance of 102.70 feet; thence

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S.69°49'34"E., a distance of 91.03 feet; thence S.89°40'07"E., a distance of 89.03 feet; thence N.70°55'38"E., a distance of 83.19 feet; thence S.89°22'59"E., a distance of 221.92 feet; thence S.69°59'35"E., a distance of 98.46 feet; thence S.60°24'46"E., a distance of 184.64 feet; thence S.46°10'44"E., a distance of 142.24 feet; thence S.38°35'23"W., a distance of 91.08 feet; thence S.23°01'48"E., a distance of 32.07 feet; thence S.68°58'58"E., a distance of 56.41 feet; thence S.30°04'49"E., a distance of 56.06 feet; thence S.17°19'41"W., a distance of 79.33 feet; thence S.43°27'17"W., a distance of 80.28 feet; thence S.23°20'46"W., a distance of 136.67 feet; thence S.39°31'49"W., a distance of 88.43 feet; thence S.64°16'07"W., a distance of 145.65 feet; thence S.41°38'31"W., a distance of 55.43 feet; thence S.07°17'01"W., a distance of 78.29 feet; thence S.26°24'12"W., a distance of 71.91 feet; thence S.48°50'35"W., a distance of 147.15 feet; thence S.11°00'14"E., a distance of 74.42 feet; thence S.12°36'48"W., a distance of 79.78 feet; thence S.28°27'24"W., a distance of 122.76 feet; thence S.32°23'00"W., a distance of 268.90 feet; thence S.19°27'38"W., a distance of 84.25 feet; thence S.05°42'21"W., a distance of 78.38 feet; thence S.07°19'39"W., a distance of 126.97 feet; thence S.29°53'06"W., a distance of 150.93 feet; thence S.32°03'36"W., a distance of 198.15 feet; thence S.37°15'55"W., a distance of 120.01 feet; thence S.44°13'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°13'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°16'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°27'34"W., a distance of 164.59 feet; thence S.05°48'45"W., a distance of 159.14 feet; thence S.10°15'19"E., a distance of 189.83 feet; thence S.42°49'07"E., a distance of 288.98 feet; thence S.38°19'26"E., a distance of 297.38 feet; thence S.18°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.19°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.18°14'56"E., a distance of 115.87 feet; thence N.62°00'21"E., a distance of 139.54 feet; thence N.85°46'15"E., a distance of 134.79 feet; thence S.64°35'35"E., a distance of 101.32 feet; thence S.46°39'27"E., a distance of 161.64 feet; thence N.50°08'19"E., a distance of 175.86 feet; thence N.66°49'55"W., a distance of 70.74 feet; thence N.35°28'27"W., a distance of 147.51 feet; thence N.26°58'59"W., a distance of 225.93 feet; thence N.26°32'21"W., a distance of 184.57 feet; thence N.14°54'44"W., a distance of 96.45 feet; thence N.23°29'05"E., a distance of 68.20 feet; thence N.29°13'57"E., a distance of 76.89 feet; thence N.14°57'11"E., a distance of 115.23 feet; thence N.39°34'46"E., a distance of 97.93 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.08°42'07"E., a distance of 126.60 feet; thence N.31°49'06"E., a distance of 104.86 feet; thence N.56°51'04"E., a distance of 133.71 feet; thence N.76°16'42"E., a distance of 122.54 feet; thence N.26°32'59"E., a distance of 109.00 feet; thence N.55°54'46"E., a distance of 157.29 feet; thence N.07°05'59"E., a distance of 43.40 feet; thence N.22°28'06"W., a distance of 136.76 feet; thence N.35°45'47"W., a distance of 204.88 feet; thence N.49°43'05"W., a distance of 125.18 feet; thence N.15°22'36"W., a distance of 72.78 feet; thence N.06°45'32"E., a distance of 95.03 feet; thence N.25°50'31"E., a distance of 125.55 feet; thence N.32°58'21"E., a distance of 244.53 feet; thence N.25°27'47"E., a distance of 174.39 feet; thence N.24°40'25"E., a distance of 162.54 feet; thence N.33°56'09"E., a distance of 209.31 feet; thence N.33°09'35"E., a distance of 230.29 feet; thence N.62°58'04"E., a distance of 99.27 feet; thence S.86°48'49"E., a distance of 35.96 feet; thence N.01°26'05"E., a distance of 48.79 feet; thence N.30°31'39"E., a distance of 116.31 feet; thence N.48°12'58"E., a distance of 120.58 feet; thence N.23°27'45"E., a distance of 135.04 feet; thence N.15°08'58"W., a distance of 110.36 feet; thence N.25°28'12"W., a distance of 244.31 feet; thence N.28°06'13"W., a distance of 172.87 feet; thence N.07°32'42"W., a distance of 154.27 feet; thence N.03°28'37"E., a distance of 117.54 feet; thence N.22°19'02"W., a distance of 78.40 feet; thence N.30°52'36"W., a distance of 144.54 feet; thence N.15°36'17"W., a distance of 150.68 feet; thence N.00°09'12"E., a distance of 160.40 feet; thence N.33°49'20"E., a distance of 47.85 feet; thence N.68°41'58"E., a distance of 50.49 feet; thence N.71°42'50"E., a distance of 81.17 feet; thence N.59°09'20"E., a distance of 121.60 feet; thence N.84°51'29"E., a distance of 106.60 feet; thence S.70°25'07"E., a distance of 119.57 feet; thence S.68°47'05"E., a distance of 293.37 feet; thence S.45°08'54"E., a distance of 59.39 feet; thence S.18°03'36"E., a distance of 205.37 feet; thence S.53°04'49"E., a distance of 53.52 feet; thence

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S.82°33'13"E., a distance of 123.38 feet; thence S.67°20'19"E., a distance of 125.97 feet; thence S.42°31'13"E., a distance of 98.20 feet; thence S.16°52'48"E., a distance of 60.02 feet; thence S.32°50'43"W., a distance of 55.58 feet; thence S.73°19'14"W., a distance of 32.39 feet; thence S.87°58'04"W., a distance of 154.06 feet; thence S.41°23'51"W., a distance of 46.70 feet; thence S.10°15'13"E., a distance of 71.86 feet; thence S.59°09'03"E., a distance of 132.74 feet; thence N.84°08'38"E., a distance of 46.37 feet; thence N.36°44'46"E., a distance of 227.34 feet; thence S.71°52'29"E., a distance of 403.14 feet; thence N.82°00'50"E., a distance of 53.60 feet; thence S.38°44'39"E., a distance of 118.22 feet; thence S.63°38'06"E., a distance of 107.96 feet; thence S.82°29'54"E., a distance of 91.47 feet; thence S.37°47'10"E., a distance of 53.12 feet; thence N.83°46'44"E., a distance of 108.72 feet; thence S.87°41'29"E., a distance of 100.10 feet; thence N.64°38'19"E., a distance of 464.69 feet; thence N.89°16'17"E., a distance of 86.03 feet; thence S.51°55'34"E., a distance of 71.23 feet; thence S.14°23'47"E., a distance of 141.83 feet; thence S.03°24'31"W., a distance of 97.45 feet; thence S.56°19'40"W., a distance of 54.91 feet; thence S.80°37'50"W., a distance of 126.99 feet; thence S.43°08'49"E., a distance of 111.73 feet; thence S.07°21'59"E., a distance of 113.82 feet; thence S.27°01'32"W., a distance of 103.02 feet; thence S.41°19'41"W., a distance of 119.95 feet; thence S.61°10'24"W., a distance of 219.05 feet; thence S.14°22'52"W., a distance of 149.33 feet; thence S.03°40'58"W., a distance of 134.37 feet; thence S.01°17'42"W., a distance of 186.11 feet; thence S.05°51'20"E., a distance of 144.67 feet; thence S.13°21'51"W., a distance of 83.29 feet; thence S.55°21'32"W., a distance of 73.01 feet; thence S.66°00'55"W., a distance of 135.99 feet; thence S.71°07'29"W., a distance of 169.55 feet; thence S.03°12'02"E., a distance of 30.53 feet; thence S.03°13'06"E., a distance of 102.63 feet; thence S.09°07'35"W., a distance of 117.47 feet; thence S.32°58'22"E., a distance of 51.08 feet; thence S.17°51'11"E., a distance of 104.63 feet; thence S.36°17'00"E., a distance of 358.03 feet; thence S.10°05'02"E., a distance of 162.39 feet; thence S.03°39'17"W., a distance of 197.38 feet; thence S.16°51'49"W., a distance of 148.41 feet; thence S.23°51'07"W., a distance of 878.40 feet; thence S.33°38'52"W., a distance of 118.39 feet; thence S.83°42'53"W., a distance of 118.24 feet; thence S.06°53'47"W., a distance of 103.56 feet; thence S.23°49'34"W., a distance of 233.30 feet; thence S.43°12'56"W., a distance of 264.70 feet; thence S.55°45'18"W., a distance of 174.66 feet; thence S.24°17'36"E., a distance of 221.13 feet; thence S.23°23'54"W., a distance of 129.21 feet; thence N.84°58'18"W., a distance of 148.70 feet; thence S.81°37'01"W., a distance of 365.07 feet; thence N.54°09'54"W., a distance of 194.69 feet; thence S.50°56'07"W., a distance of 56.05 feet; thence S.13°18'43"W., a distance of 225.35 feet; thence N.80°13'47"E., a distance of 153.18 feet; thence S.76°14'33"E., a distance of 145.22 feet; thence S.65°22'29"E., a distance of 124.10 feet; thence S.35°13'45"E., a distance of 104.11 feet; thence S.02°14'08"W., a distance of 58.70 feet; thence S.02°19'27"W., a distance of 90.74 feet; thence S.85°05'47"W., a distance of 166.46 feet; thence N.67°11'31"W., a distance of 138.10 feet; thence N.84°08'17"W., a distance of 116.42 feet; thence S.62°39'24"W., a distance of 75.70 feet; thence S.10°57'22"W., a distance of 49.06 feet; thence S.50°05'40"W., a distance of 156.67 feet; thence S.85°45'45"W., a distance of 17.83 feet; thence S.42°46'38"W., a distance of 146.62 feet; thence N.42°31'21"W., a distance of 165.33 feet; thence N.18°00'29"W., a distance of 510.78 feet; thence N.00°46'35"W., a distance of 120.44 feet; thence N.77°00'27"W., a distance of 93.95 feet; thence S.41°23'28"W., a distance of 271.07 feet; thence S.50°13'07"W., a distance of 212.96 feet; thence S.60°53'42"W., a distance of 221.24 feet; thence S.38°17'29"E., a distance of 205.40 feet; thence S.84°56'38"E., a distance of 254.32 feet; thence S.70°17'22"E., a distance of 363.80 feet; thence S.30°48'39"E., a distance of 168.60 feet; thence N.79°42'48"E., a distance of 224.81 feet; thence S.54°47'14"E., a distance of 115.98 feet; thence S.89°58'07"E., a distance of 115.42 feet; thence N.39°35'05"E., a distance of 200.09 feet; thence N.48°45'27"E., a distance of 162.90 feet; thence N.86°21'05"E., a distance of 118.53 feet; thence S.72°06'01"E., a distance of 166.49 feet; thence S.13°03'41"E., a distance of 71.44 feet; thence S.53°08'57"W., a distance of 148.71 feet; thence S.38°03'49"W., a distance of 139.86 feet; thence S.55°40'56"W., a distance of 212.67 feet; thence S.55°54'10"W., a distance of 284.66 feet; thence N.87°25'11"W., a distance of 111.40 feet; thence N.82°03'47"W., a distance of 235.19 feet; thence S.88°30'44"W., a distance of 230.97 feet; thence S.58°51'57"W., a distance of 100.76 feet; thence

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N.67°43'09"W., a distance of 99.94 feet; thence N.64°55'29"W., a distance of 147.57 feet; thence N.88°50'59"W., a distance of 265.00 feet; thence S.14°34'58"W., a distance of 158.79 feet; thence S.02°59'21"W., a distance of 154.69 feet; thence S.21°44'41"E., a distance of 159.48 feet; thence S.07°03'24"W., a distance of 142.64 feet; thence S.19°07'55"E., a distance of 177.70 feet; thence S.22°03'35"W., a distance of 99.38 feet; thence S.35°27'00"W., a distance of 112.21 feet; thence S.20°14'12"W., a distance of 105.00 feet; thence S.64°27'24"W., a distance of 59.16 feet; thence S.32°08'29"W., a distance of 83.78 feet, to a point on the Northerly Right of Way line of State Road No. 500; thence N.60°13'23"W., along said Northerly Right of Way line, a distance of 6,437.64 feet to the POINT OF BEGINNING.

Containing 888.35 acres, more or less.

COPY

BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

PLAT BOOK 14 PAGE 68

LEGAL DESCRIPTION:

A parcel of land lying in Sections 19 & 30 & 31, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E, (being a found 4'x4' concrete monument), run thence N00°27'29"W, along the West line of said Section 30, a distance of 2,116.59 Feet to a point on the southerly right of way line of State Road No. 500 (being a found 4'x4' concrete monument, with the top broken); thence continue northerly along said line, a distance of 76.29 Feet, to a point on the northerly right of way line of State Road No. 500; thence S60°13'23"E, along said northerly right of way line, a distance of 3652.94 Feet to the POINT OF BEGINNING; thence N22°54'52"E, a distance of 116.98 Feet; thence N67°05'08"W, a distance of 40.20 Feet; thence N22°54'23"E, a distance of 107.33 Feet; thence S67°05'37"E, a distance of 264.57 Feet; thence N22°57'50"E, a distance of 43.34 Feet; thence N17°06'58"E, a distance of 312.86 Feet; thence N14°11'20"E, a distance of 76.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S74°30'48"E, a radial distance of 2,302.13 Feet and having a chord bearing of N18°42'24"E, 258.62 Feet; thence northerly along the arc, through a central angle of 06°26'24", a distance of 258.75 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N23°59'51"E, a radial distance of 850.50 Feet and having a chord bearing of N54°30'07"W, 339.14 Feet; thence northwesterly along the arc, through a central angle of 2°30'04", a distance of 341.43 Feet; thence N43°00'05"W, a distance of 277.26 Feet to a point of curve to the left having a radius of 965.00 Feet, a central angle of 08°07'35", and a chord bearing of N47°03'53"W, 136.75 Feet; thence northwesterly along the arc a distance of 136.87 Feet; thence N51°07'41"W, a distance of 91.64 Feet to a point of curve to the left having a radius of 780.77 Feet, a central angle of 26°35'59", and a chord bearing of N64°25'41"W, 359.23 Feet; thence northwesterly along the arc, a distance of 362.47 Feet; thence N77°43'40"W, a distance of 95.65 Feet to a point of curve to the left having a radius of 10.00 Feet, a central angle of 60°53'36", and a chord bearing of S71°49'32"W, 10.13 Feet; thence westerly along the arc a distance of 10.63 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 116°56'48"; thence westerly along the arc, a distance of 173.49 Feet to a point of reverse curve to the left having a radius of 20.00 Feet and a central angle of 50°28'55"; thence northwesterly along the arc, a distance of 17.62 Feet to a point of reverse curve to the right having a radius of 1,505.30 Feet and a central angle of 35°42'48"; thence northwesterly along the arc, a distance of 938.27 Feet to a point of reverse curve to the left having a radius of 1,155.00 Feet and a central angle of 11°51'46"; thence northwesterly along the arc, a distance of 239.14 Feet; thence N48°18'21"W, a distance of 65.16 Feet; thence S41°41'39"W, a distance of 5.50 Feet; thence N48°18'21"W, a distance of 92.81 Feet; thence N41°41'39"E, a distance of 100.00 Feet; thence S48°18'21"E, a distance of 92.81 Feet; thence S41°41'39"W, a distance of 14.50 Feet; thence S48°18'21"E, a distance of 47.33 Feet; thence N43°42'24"E, a distance of 200.05 Feet; thence S86°55'34"E, a distance of 29.68 Feet; thence N84°02'48"E, a distance of 116.21 Feet; thence N65°23'36"E, a distance of 142.33 Feet; thence N54°38'41"E, a distance of 66.38 Feet; thence N05°38'44"W, a distance of 51.87 Feet; thence N20°55'55"E, a distance of 118.31 Feet; thence N24°21'19"E, a distance of 96.11 Feet; thence N17°48'37"W, a distance of 73.93 Feet; thence N24°11'09"W, a distance of 59.20 Feet; thence N57°00'02"W, a distance of 108.89 Feet; thence N31°58'18"W, a distance of 123.05 Feet; thence N1°30'54"W, a distance of 64.44 Feet; thence N35°58'59"W, a distance of 34.46 Feet; thence N82°48'13"E, a distance of 94.48 Feet; thence S88°31'05"E, a distance of 173.33 Feet; thence S33°26'01"E, a distance of 61.27 Feet; thence S25°28'33"E, a distance of 59.79 Feet; thence S34°38'06"E, a distance of 62.23 Feet; thence S02°29'55"W, a distance of 50.54 Feet; thence S45°39'24"E, a distance of 47.87 Feet; thence N81°30'52"E, a distance of 51.04 Feet; thence N86°50'49"E, a distance of 38.19 Feet; thence N46°32'33"E, a distance of 42.39 Feet; thence N37°45'51"E, a distance of 30.59 Feet; thence N07°13'59"W, a distance of 41.45 Feet; thence

N70°21'25"E, a distance of 34.66 Feet; thence N66°21'16"E, a distance of 38.54 Feet; thence N37°27'56"E, a distance of 49.76 Feet; thence N57°01'59"E, a distance of 82.39 Feet; thence N07°56'40"E, a distance of 51.88 Feet; thence N45°43'8"E, a distance of 33.09 Feet; thence N19°51'00"W, a distance of 49.10 Feet; thence N79°44'03"W, a distance of 23.22 Feet; thence S58°57'33"W, a distance of 43.77 Feet; thence N35°25'58"W, a distance of 45.98 Feet; thence N89°40'50"W, a distance of 58.65 Feet; thence S67°25'40"W, a distance of 52.36 Feet; thence S89°01'04"W, a distance of 46.30 Feet; thence N72°40'28"W, a distance of 68.69 Feet; thence S66°59'03"W, a distance of 60.69 Feet; thence N36°26'58"W, a distance of 20.42 Feet; thence N46°40'35"W, a distance of 63.47 Feet; thence N05°16'45"W, a distance of 54.37 Feet; thence N09°10'50"E, a distance of 61.45 Feet; thence N35°27'22"E, a distance of 45.00 Feet; thence N30°34'39"W, a distance of 61.03 Feet; thence N63°31'20"W, a distance of 88.49 Feet; thence N72°50'50"W, a distance of 120.33 Feet; thence S48°40'46"W, a distance of 99.22 Feet; thence S53°39'17"W, a distance of 48.69 Feet; thence S27°50'08"W, a distance of 70.62 Feet; thence S35°20'25"W, a distance of 54.30 Feet; thence S86°26'30"W, a distance of 60.36 Feet; thence N39°27'55"W, a distance of 72.72 Feet; thence N24°29'43"W, a distance of 97.47 Feet; thence N21°18'03"W, a distance of 66.61 Feet; thence N11°25'04"W, a distance of 59.59 Feet; thence N02°57'15"W, a distance of 61.69 Feet; thence N24°51'10"E, a distance of 86.51 Feet; thence N17°56'43"W, a distance of 41.95 Feet; thence N23°35'43"E, a distance of 222.95 Feet; thence S70°17'45"E, a distance of 363.26 Feet; thence S72°52'48"E, a distance of 432.55 Feet; thence S64°33'09"E, a distance of 43.62 Feet; thence N20°38'30"E, a distance of 102.54 Feet; thence N70°27'06"W, a distance of 31.56 Feet; thence N19°04'42"E, a distance of 53.00 Feet; thence S70°27'53"E, a distance of 31.53 Feet to the point of curve of a parabolic curve to the right, of which the radius point lies S68°33'23"E, a radial distance of 1,593.63 Feet and having a chord bearing of N22°32'48"E, 65.06 Feet; thence northeasterly along the arc, through a central angle of 02°20'21", a distance of 65.06 Feet; thence N23°42'58"E, a distance of 121.90 Feet; thence N23°21'57"E, a distance of 370.84 Feet; thence N69°31'18"W, a distance of 78.01 Feet; thence N24°27'34"E, a distance of 83.19 Feet; thence S69°42'39"E, a distance of 93.57 Feet; thence N23°05'21"E, a distance of 251.25 Feet; thence N65°35'14"W, a distance of 65.19 Feet; thence N23°21'57"E, a distance of 78.99 Feet; thence S66°58'06"E, a distance of 336.79 Feet to a point of curve to the left having a radius of 868.00 Feet, a central angle of 25°52'07", and a chord bearing of S79°34'10"E, 388.58 Feet; thence easterly along the arc a distance of 391.90 Feet; thence N87°29'47"E, a distance of 118.32 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies N02°18'45"W, a radial distance of 931.80 Feet and having a chord bearing of N82°35'29"E, 165.54 Feet; thence easterly along the arc, through a central angle of 10°11'32", a distance of 165.78 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 66°01'36"; thence northeasterly along the arc, a distance of 11.52 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 128°06'55"; thence easterly along the arc, a distance of 190.06 Feet; thence N62°43'51"E, a distance of 406.64 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S25°23'24"E, a radial distance of 1,267.22 Feet and having a chord bearing of N88°45'31"E, 183.34 Feet; thence easterly along the arc, through a central angle of 08°17'49", a distance of 183.50 Feet; thence N09°33'15"W, a distance of 79.95 Feet; thence N80°26'45"E, a distance of 70.00 Feet; thence S09°33'15"E, a distance of 83.62 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S09°55'08"E, a radial distance of 795.50 Feet and having a chord bearing of N82°55'37"E, 78.99 Feet; thence easterly along the arc, through a central angle of 05°41'29", a distance of 79.02 Feet; thence S05°04'07"E, a distance of 70.82 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S04°22'07"E, a radial distance of 729.02 Feet and having a chord bearing of S81°01'38"W, 117.04 Feet; thence westerly along the arc, through a central angle of 09°12'31", a distance of 117.17 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S12°17'52"E, a radial distance of 672.61 Feet and having a chord bearing of S71°42'10"W, 140.60 Feet; thence westerly along the arc, through a central angle of 11°59'56", a distance of 140.86 Feet; thence S63°47'29"W, a distance of 44.94 Feet; thence S63°09'52"W, a distance of 424.80 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N77°05'50"W, a radial distance of 85.00 Feet and having a chord bearing of S28°03'33"W, 44.45 Feet; thence southwesterly along the arc, through a central angle of 30°18'46", a distance of 44.97 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of

49°11'40"; thence southerly along the arc, a distance of 8.59 Feet to a point of reverse curve to the right having a radius of 817.08 Feet and a central angle of 62°27'19"; thence southwesterly along the arc, a distance of 890.66 Feet; thence N33°21'41"W, a distance of 3.50 Feet; thence S56°37'45"W, a distance of 216.31 Feet to a point of curve to the left having a radius of 720.00 Feet, a central angle of 51°01'51", and a chord bearing of S31°06'50"W, 620.29 Feet; thence southwesterly along the arc a distance of 641.27 Feet; thence S05°35'54"W, a distance of 229.33 Feet to a point of curve to the right having a radius of 1,545.00 Feet, a central angle of 25°12'46", and a chord bearing of S18°12'17"W, 674.40 Feet; thence southerly along the arc a distance of 679.87 Feet; thence S30°48'40"W, a distance of 300.39 Feet to a point of curve to the left having a radius of 1,003.50 Feet, a central angle of 25°55'03", and a chord bearing of S17°51'09"W, 450.07 Feet; thence southerly along the arc a distance of 453.93 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 61°17'01"; thence southeasterly along the arc, a distance of 10.70 Feet to a point of reverse curve to the right having a radius of 95.00 Feet and a central angle of 38°11'09"; thence southeasterly along the arc, a distance of 63.31 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of 59°32'50"; thence southeasterly along the arc, a distance of 10.39 Feet; thence S77°45'05"E, a distance of 87.88 Feet to a point of curve to the right having a radius of 860.84 Feet, a central angle of 26°37'25", and a chord bearing of S64°26'23"E, 396.42 Feet; thence southeasterly along the arc a distance of 400.00 Feet; thence S51°07'41"E, a distance of 91.64 Feet to a point of curve to the right having a radius of 1,045.00 Feet, a central angle of 08°07'55", and a chord bearing of S47°03'54"E, 148.09 Feet; thence southeasterly along the arc a distance of 148.22 Feet; thence S43°00'05"E, a distance of 276.31 Feet to a point of curve to the left having a radius of 770.50 Feet, a central angle of 31°43'32", and a chord bearing of S58°51'51"E, 421.21 Feet; thence southeasterly along the arc a distance of 426.64 Feet; thence S74°43'37"E, a distance of 449.79 Feet; thence S15°16'23"W, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 420.00 Feet; thence N15°16'23"E, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 84.00 Feet; thence S15°16'23"W, a distance of 24.50 Feet; thence N74°43'37"W, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 40.50 Feet; thence S73°34'52"E, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 15.00 Feet; thence N74°43'37"W, a distance of 24.00 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 279.50 Feet; thence S74°43'37"E, a distance of 9.00 Feet; thence S15°16'23"W, a distance of 55.00 Feet; thence N74°43'37"W, a distance of 228.50 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 384.88 Feet; thence S74°43'37"E, a distance of 21.00 Feet; thence S15°16'23"W, a distance of 25.00 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S15°12'13"W, a radial distance of 26.66 Feet and having a chord bearing of N86°23'53"W, 10.72 Feet; thence westerly along the arc, through a central angle of 2°31'12", a distance of 10.80 Feet; thence S15°16'24"W, a distance of 60.63 Feet to a point of curve to the left having a radius of 449.00 Feet, a central angle of 15°17'58", and a chord bearing of S07°37'25"W, 119.54 Feet; thence southerly along the arc a distance of 119.89 Feet; thence S00°01'35"E, a distance of 17.28 Feet to a point of curve to the right having a radius of 351.00 Feet, a central angle of 27°27'51", and a chord bearing of S13°42'21"W, 166.64 Feet; thence southerly along the arc a distance of 168.25 Feet; thence S60°13'55"E, a distance of 614.01 Feet; thence S29°48'05"W, a distance of 48.30 Feet, to a point on the aforesaid northerly right of way line of State Road No. 500; thence N60°13'23"W, along said northerly right of way line, a distance of 1785.13 Feet to the POINT OF BEGINNING.

Containing 111.88 Acres, more or less.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



PLAT BOOK 14 PAGE 69

SECTION 24

BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

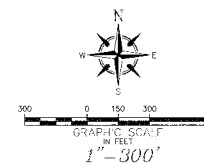
SECTION 19

SECTION 20

24 19  
25 30

19 20  
30 29

RANGE 31 EAST  
RANGE 32 EAST



SHEET 7 OF 7  
SHEET 6 OF 7

SHEET 6 OF 7  
SHEET 5 OF 7

SHEET 5 OF 7  
SHEET 4 OF 7

SECTION 25

SECTION 30

SECTION 29

N00°27'29"W  
76.29'

FOUND 4"x4" CONCRETE MONUMENT (TOP BROKEN)

EAST LINE OF SECTION 25-26-31  
N00°27'29"W  
2116.59'

WEST LINE OF SECTION 30-26-32

U.S. HIGHWAY NO. 192 & 441 P.O.B. (S.R. 500)  
360°13'23"E  
3652.94'

SECTION 36

25 30  
36 31

30 29  
31 32

P.O.C.  
SW CORNER OF  
SEC. 30-26-32  
FOUND 4"x4" CONCRETE MONUMENT (NO. 104)

SECTION 31

SECTION 32

SHEET 3 OF 7

BROWN & JOHNSTON, INC.  
LAND SURVEYING • MAPPING • CONSULTING  
2880 18th Ave S.W. • Ft. Lauderdale, Florida 33324  
PH: (954) 933-7228 FAX: (954) 933-5370  
CERTIFICATE OF AUTHORIZATION No. LB. 7048



BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

SEE SHEET 5 OF 7

MATCH LINE "A"  
MATCH LINE "A"

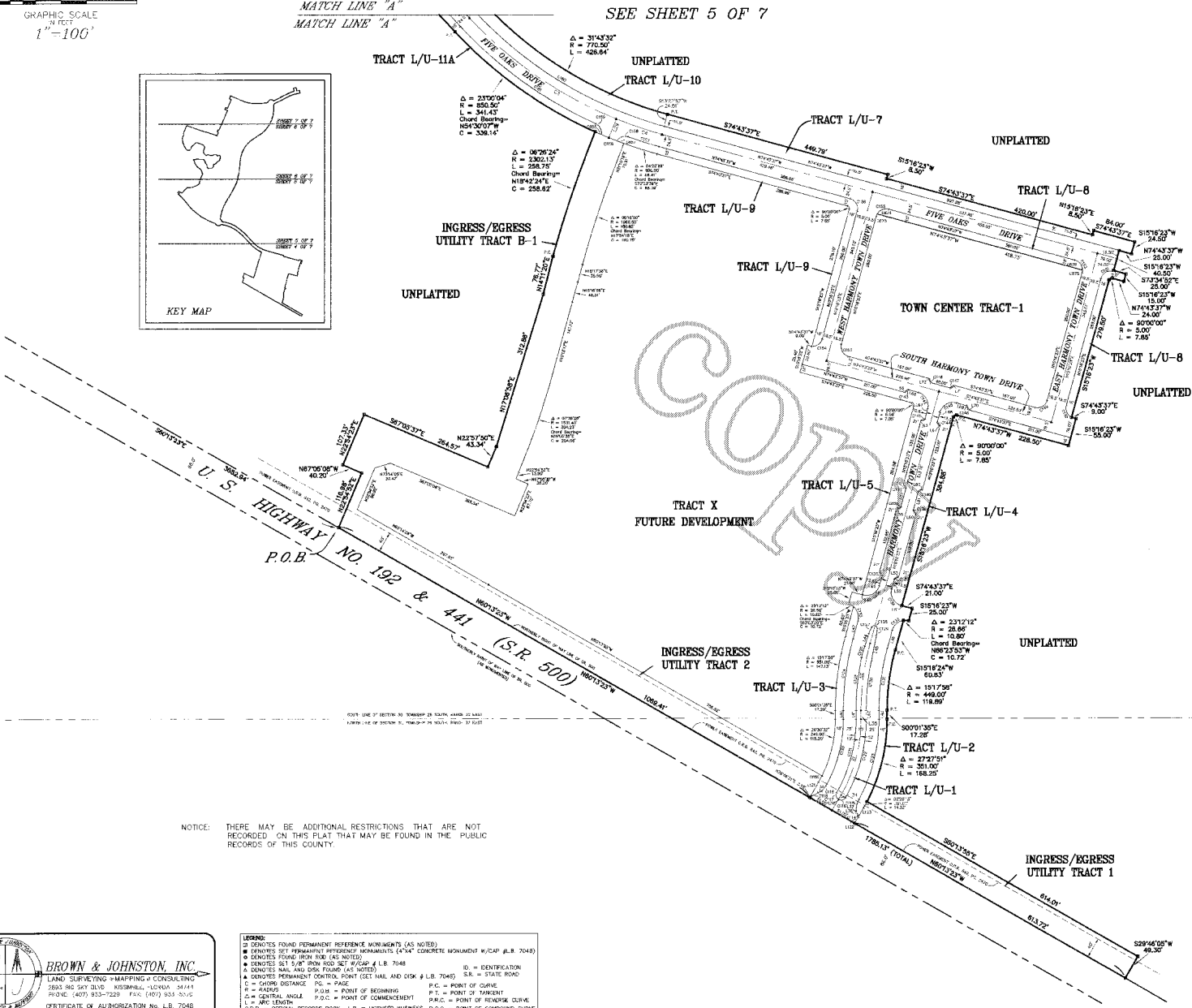
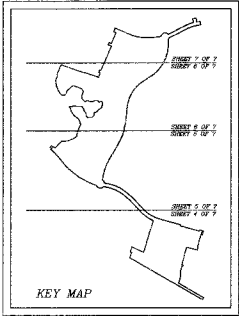
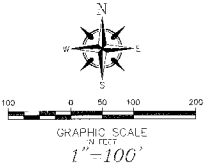


Table with columns for CURVE, LENGTH, AREA, PERCENT, AREA, and AREA. It lists various curve data points for the plat.

30 29  
31 32

INDEX TABLE listing various items and their corresponding page numbers or locations within the plat.

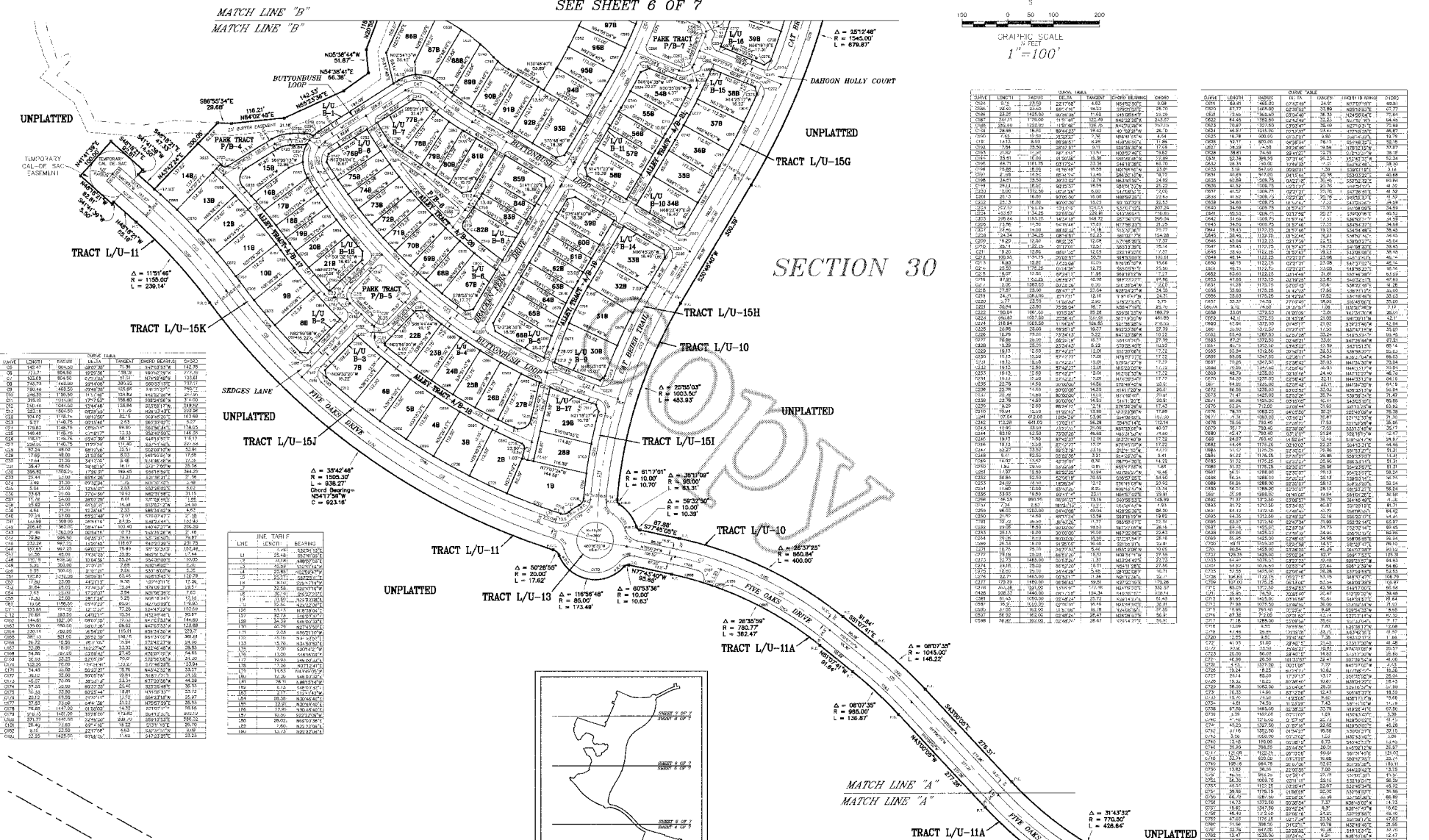
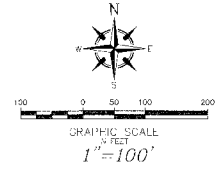
NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

BROWN & JOHNSTON, INC. LAND SURVEYING & MAPPING CONSULTING. 2605 960 SW 51ST AVE, BOCA RATON, FLORIDA 33431. PHONE: (407) 353-7228 FAX: (407) 353-7015. CERTIFICATE OF AUTHORIZATION No. LB-7048

LEGEND: 13 DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED). DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP # LB-7048). DENOTES SET 5/8" IRON ROD SET W/CAP # LB-7048. DENOTES SET 1/2" IRON ROD SET W/CAP # LB-7048. DENOTES REMAINING CONTROL POINT (SET NAIL AND DISK # LB-7048). S.R. = STATE ROAD. P.C. = POINT OF BEGINNING. P.O.B. = POINT OF BEGINNING. P.T.C. = POINT OF CURVE. P.T. = POINT OF TANGENT. P.I.C. = POINT OF INTERSECTION. P.O.C. = POINT OF COMMENCEMENT. P.O.C. = POINT OF REVERSE CURVE. L = ARC LENGTH. C.R.B. = ORIGINAL RECORDS BOOK. L.B. = LICENSED BUSINESS. P.C.C. = POINT OF COMPOUND CURVE.



### BIRCHWOOD NEIGHBORHOODS B & C SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST OSCEOLA COUNTY, FLORIDA SEE SHEET 6 OF 7



LINE	SOUTH	EAST	WEST	NORTH	ADJACENT	ADJACENT	ADJACENT
101	142.47	304.03	0.00	71.58	142.53	304.03	142.50
102	142.50	304.03	0.00	71.58	142.53	304.03	142.50
103	142.53	304.03	0.00	71.58	142.56	304.03	142.53
104	142.56	304.03	0.00	71.58	142.59	304.03	142.56
105	142.59	304.03	0.00	71.58	142.62	304.03	142.59
106	142.62	304.03	0.00	71.58	142.65	304.03	142.62
107	142.65	304.03	0.00	71.58	142.68	304.03	142.65
108	142.68	304.03	0.00	71.58	142.71	304.03	142.68
109	142.71	304.03	0.00	71.58	142.74	304.03	142.71
110	142.74	304.03	0.00	71.58	142.77	304.03	142.74
111	142.77	304.03	0.00	71.58	142.80	304.03	142.77
112	142.80	304.03	0.00	71.58	142.83	304.03	142.80
113	142.83	304.03	0.00	71.58	142.86	304.03	142.83
114	142.86	304.03	0.00	71.58	142.89	304.03	142.86
115	142.89	304.03	0.00	71.58	142.92	304.03	142.89
116	142.92	304.03	0.00	71.58	142.95	304.03	142.92
117	142.95	304.03	0.00	71.58	142.98	304.03	142.95
118	142.98	304.03	0.00	71.58	143.01	304.03	142.98
119	143.01	304.03	0.00	71.58	143.04	304.03	143.01
120	143.04	304.03	0.00	71.58	143.07	304.03	143.04
121	143.07	304.03	0.00	71.58	143.10	304.03	143.07
122	143.10	304.03	0.00	71.58	143.13	304.03	143.10
123	143.13	304.03	0.00	71.58	143.16	304.03	143.13
124	143.16	304.03	0.00	71.58	143.19	304.03	143.16
125	143.19	304.03	0.00	71.58	143.22	304.03	143.19
126	143.22	304.03	0.00	71.58	143.25	304.03	143.22
127	143.25	304.03	0.00	71.58	143.28	304.03	143.25
128	143.28	304.03	0.00	71.58	143.31	304.03	143.28
129	143.31	304.03	0.00	71.58	143.34	304.03	143.31
130	143.34	304.03	0.00	71.58	143.37	304.03	143.34
131	143.37	304.03	0.00	71.58	143.40	304.03	143.37
132	143.40	304.03	0.00	71.58	143.43	304.03	143.40
133	143.43	304.03	0.00	71.58	143.46	304.03	143.43
134	143.46	304.03	0.00	71.58	143.49	304.03	143.46
135	143.49	304.03	0.00	71.58	143.52	304.03	143.49
136	143.52	304.03	0.00	71.58	143.55	304.03	143.52
137	143.55	304.03	0.00	71.58	143.58	304.03	143.55
138	143.58	304.03	0.00	71.58	143.61	304.03	143.58
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140	143.64	304.03	0.00	71.58	143.67	304.03	143.64
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142	143.70	304.03	0.00	71.58	143.73	304.03	143.70
143	143.73	304.03	0.00	71.58	143.76	304.03	143.73
144	143.76	304.03	0.00	71.58	143.79	304.03	143.76
145	143.79	304.03	0.00	71.58	143.82	304.03	143.79
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222	146.10	304.03	0.00	71.58	146.13	304.03	146.10
223	146.13	304.03	0.				

BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

SEE SHEET 7 OF 7

SEE SHEET 5 OF 7

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

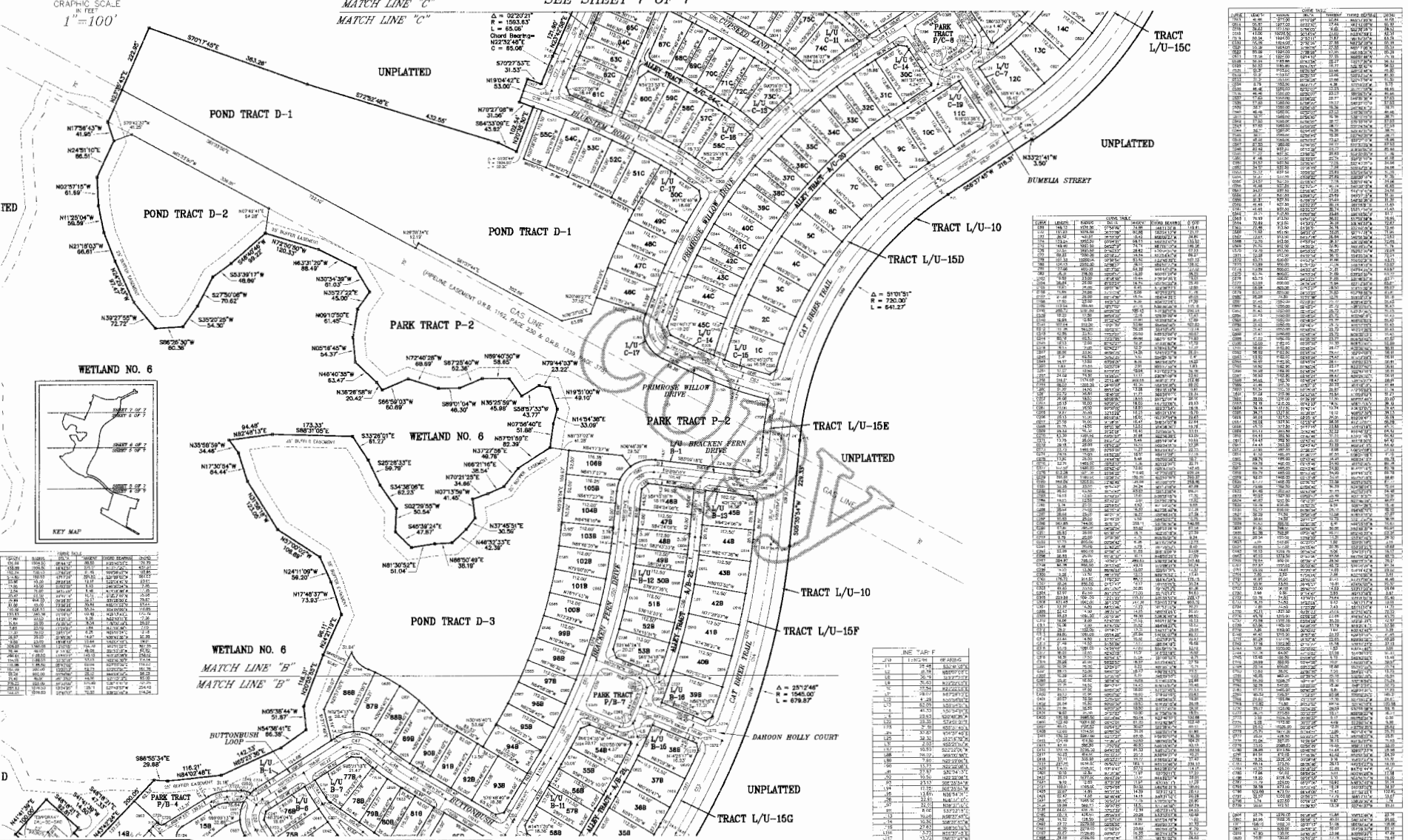
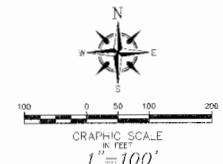


Table with 4 columns: TRACT NO., AREA (SQ. FT.), AREA (ACRES), and COMMENTS. Lists various tracts and their details.

Table with 4 columns: TRACT NO., AREA (SQ. FT.), AREA (ACRES), and COMMENTS. Lists various tracts and their details.

Large table with multiple columns: TRACT NO., AREA (SQ. FT.), AREA (ACRES), COMMENTS. Contains a comprehensive list of all tracts shown on the plat.

BROWN & JOHNSTON, INC. LAND SURVEYING • MAPPING • CONSULTING  
1000 N.W. 10th St., Suite 100, Ft. Lauderdale, FL 33304  
Phone: (954) 935-7723 Fax: (954) 332-2010  
CERTIFICATE OF AUTHORIZATION No. L.B. 7048

LEGEND: DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED); DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP & L.B. 7048); DENOTES FOUND (UPON RECORD) (AS NOTED); DENOTES SET (UPON RECORD) SET W/CAP & L.B. 7048; DENOTES NAIL AND DISK MARK (AS NOTED); DENOTES POINT OF BEGINNING (P.O.B.); DENOTES POINT OF COMMERCE (P.O.C.); DENOTES POINT OF CURVE (P.O.C.); DENOTES POINT OF INTERSECTION (P.O.I.); DENOTES POINT OF TANGENT (P.O.T.); DENOTES POINT OF REVERSE CURVE (P.O.R.C.); DENOTES POINT OF COMPOUND CURVE (P.O.C.C.); DENOTES OFFICIAL RECORDS BOOK (O.R.B.); DENOTES LICENSED BUSINESS (L.B.); DENOTES POINT OF COMPOUND CURVE (P.O.C.C.).

BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

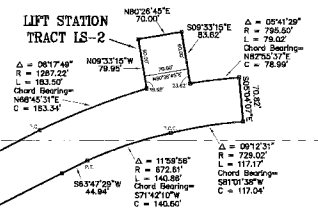
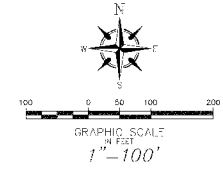


Table with columns: TRACT, AREA, PERCENTAGE, etc. Lists various tracts and their corresponding area and percentage values.

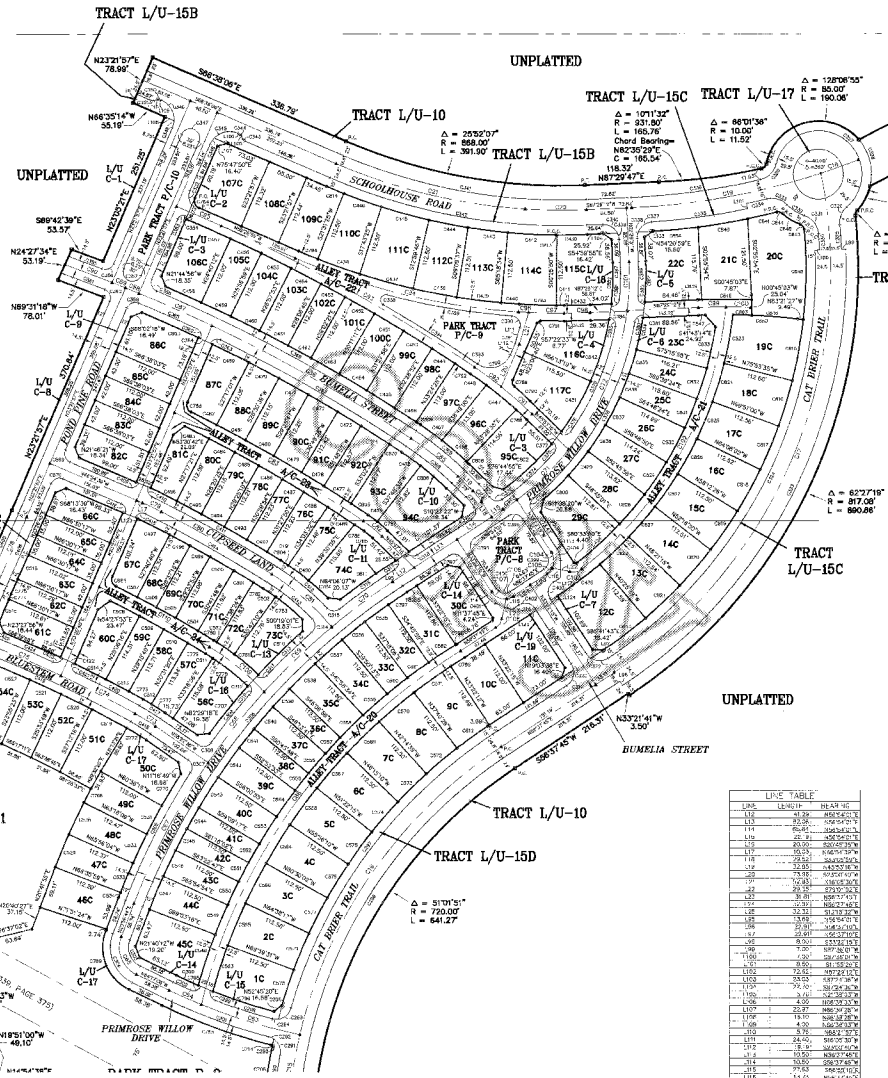
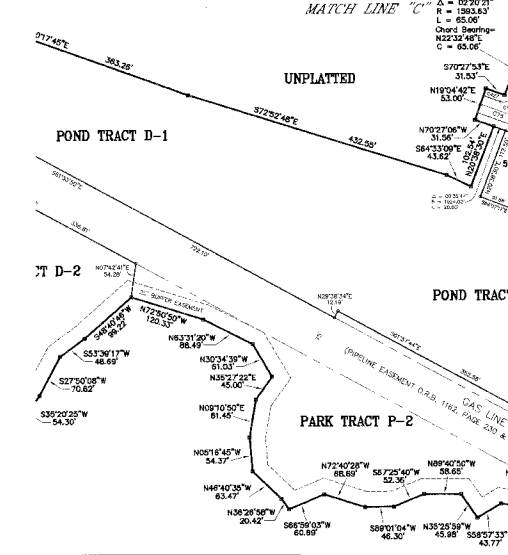
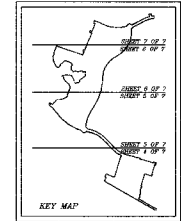


Table with columns: TRACT, AREA, PERCENTAGE, etc. Lists various tracts and their corresponding area and percentage values.



LINE TABLE with columns: LINE, LENGTH, BEARING, etc. Lists line data for various tracts.

Table with columns: TRACT, AREA, PERCENTAGE, etc. Lists various tracts and their corresponding area and percentage values.

Table with columns: TRACT, AREA, PERCENTAGE, etc. Lists various tracts and their corresponding area and percentage values.

BROWN & JOHNSTON, INC. LAND SURVEYING & MAPPING CONSULTING. 2850 S.W. 14th AVENUE, MIAMI, FLORIDA 33134. PHONE: (407) 551-7729 FAX: (407) 833-3370. CERTIFICATE OF AUTHORIZATION NO. LB: 7048.

SEE SHEET 6 OF 7

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

Prepared by and Return to:  
Mark S. Lieblich, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY 4P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2003224213 OR 2390/1459  
VDT Date 11/25/2003 Time 07:38:43

DOC STAMPS: 0.70

SECOND AMENDMENT OF  
DRAINAGE EASEMENT

This Second Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 11<sup>th</sup> day of August, 2003, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 4305 Neptune Road, St. Cloud, Florida 34761 and Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance, (herinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33701.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement recorded October 10, 2002 in Book 2125, Page 2078 and that certain First Amendment of Drainage Easement recorded in Book 2125, Page 2090 in the Public Records of Osceola County, Florida (collectively, the "Drainage Easement"); and

WHEREAS, the parties desire to exercise their rights under the Drainage Easement to more narrowly describe the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Pursuant to Paragraph 4 of the Drainage Easement, the property subject to the Easement (the "Easement Property") shall for all purposes hereafter be deemed to exclude the following:
  - a. all property described in that certain plat entitled Birchwood "VC-1" Tract as recorded in the Public Records of Osceola County, Florida at Plat Book 14, Page 173,
  - b. all property described in that certain plat entitled Birchwood Tracts Phase One as recorded in the Public Records of Osceola County, Florida at Plat Book 14, Page 171,

CL 2003224213

DR 2390/1460

c. all property described in that certain plat entitled Birchwood Golf Course as recorded in the Public Records of Osceola County, Florida at Plat Book 15, Page 139 other than the parcels designated as Linear Park-1, Linear Park-2, Pond Easements and Wetland Easements, each of which shall remain part of the Easement Property and subject to the Drainage Easement.

3. The Easement, as defined in the Drainage Easement, shall, as set forth in the Drainage Easement, automatically be deemed terminated and released for all purposes from any property that is not included in the modified legal description.

4. As additional consideration for the easement rights held by Grantee over the parcels designated as Pond Easements and Wetland Easements in that certain plat entitled Birchwood Golf Course as recorded in the Public Records of Osceola County, Florida at Plat Book 15, Page 139, Grantee shall be responsible for the restoration and repair of any portion of the landscaping, improvements or golf course features, infrastructure or amenities that are damaged or disturbed in connection with the use or enjoyment of the easement rights granted in the Drainage Easement.

5. All provisions of the Drainage Easement not expressly modified herein are hereby ratified and shall remain in full force and effect.

[signature pages follow]

**TOP**

CL 2003224213

OR 2390/1461

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of 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: Three E Corporation, a Florida corporation, as its General Partner

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: VENCE SMITH JR.

[Signature]  
Signature of Witness  
Print Name: CAROLYN McARTHUR

Signed, sealed and delivered in the presence of:

“Grantee”

Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance

By: [Signature]  
Print Name: GARY MISTON  
As its: SECRETARY

[Signature]  
Signature of Witness  
Print Name: Deborah A. Porter

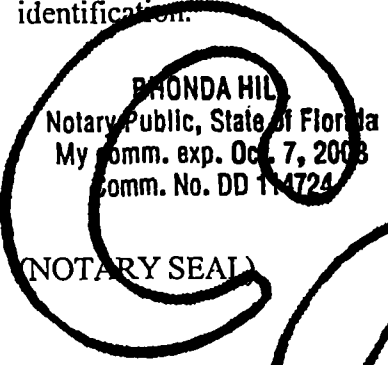
[Signature]  
Signature of Witness  
Print Name: Kathleen M. Bollhofer

CL 2003224213

OR 2390/1462

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Oscola )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2003, by James L. Lentz, as President of Thre E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



Rhonda Hill  
(Notary Signature)

Rhonda Hill  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD114724

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Oscola )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2003, by Gary L. Meyer as Secretary, of the Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Brenda L. Wright  
(Notary Signature)

Brenda L. Wright  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD031560

(NOTARY SEAL)

8  
3P

Prepared by and Return to:  
David L. Evans, Jr., Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2004213389 OR 2629/288  
DME Date 11/01/2004 Time 09:39:19

DGC STAMPS: 0.00

THIRD AMENDMENT OF  
DRAINAGE EASEMENT

This Third Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 28<sup>th</sup> day of OCTOBER, 2004, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 3500 Harmony Square Drive West, Harmony, Florida 34777 and Harmony Community Development District, a special district according to Chapter 189, Florida Statutes, (hereinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33001.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2078 (the "Drainage Easement"); and

WHEREAS, the parties desire to exercise their rights under the Drainage Easement to more narrowly describe the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Pursuant to Paragraph 4 of the Drainage Easement, the property subject to the Easement (the "Easement Property") shall for all purposes hereafter be deemed to exclude the residential Lots that are created by that certain plat entitled Birchwood Neighborhood C-2 as recorded in the Public Records of Osceola County, Florida at Plat Book 17, Pages 10 through 11.
3. The Easement, as defined in the Easement Agreement, shall, as set forth in the Easement Agreement, automatically be deemed terminated and released for all purposes from any property that is not included in the modified legal description.
4. All provisions of the Easement Agreement not expressly modified herein are hereby ratified and shall remain in full force and effect.



CL 2004213389

OR 2629/289

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of 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: Three E Corporation, a Florida corporation,  
as its General Partner

By: *James L. Lentz*  
James L. Lentz  
As its: President

*Vence Smith, Jr.*  
Signature of Witness  
Print Name: VENCE SMITH, JR.

*Rhonda Hill*  
Signature of Witness  
Print Name Rhonda Hill

Signed, sealed and delivered  
in the presence of:

“Grantee”

Harmony Community Development District, a  
a special district according to Chapter 189,  
Florida Statutes

*Vence Smith, Jr.*  
Signature of Witness  
Print Name: VENCE SMITH, JR.

*Rhonda Hill*  
Signature of Witness  
Print Name Rhonda Hill

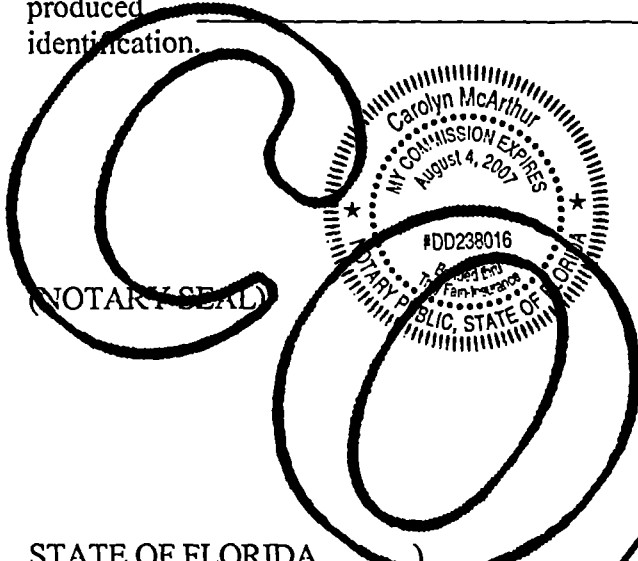
By: *Thomas Tulcevic*  
Print Name: Thomas Tulcevic  
As its: Secretary

CL 2004213389

OR 2629/290

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

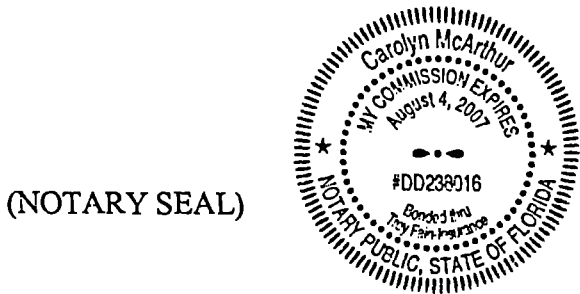
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of OCTOBER, 2004, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



Carolyn McArthur  
(Notary Signature)  
CAROLYN McARTHUR  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD238016

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 2004, by THOMAS TOWNSEND, as SECRETARY, of the Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Carolyn McArthur  
(Notary Signature)  
CAROLYN McARTHUR  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD238016

# Attachment F

---

August 14, 2020

**Via E-Mail**

hmarks@burr.com

Howard S. Marks, Esquire  
Burr & Forman, LLP  
200 South Orange Avenue, Suite 800  
Orlando, Florida 32801-6401

Re: Harmony Retail, LLC v. Steve Berube  
Case No.: 2020 CA 001337 OC

Dear Mr. Marks:

My firm represents the Harmony Community Development District. This letter concerns unlawful actions taken by your client Harmony Retail, LLC, which impede upon my client's ability to carry out its duty under Florida law to maintain its irrigation systems and facilities on public properties throughout the District.

The Harmony Community Development District purchased and constructed a comprehensive irrigation system that runs throughout the boundaries of the District. My client has an easement over your client's property which is necessary to maintain the irrigation system as a whole.

It has come to my attention that on or around August 13, 2020, certain irrigation components belonging to my client were drilled and padlocked so that my client can no longer access its irrigation systems and facilities. I have advised my client to contact law enforcement and my client will continue to take every available legal measure in order to ensure that it is able to maintain its irrigation system and to ensure there is no damage to properties maintained by the District.

If your client installed the padlocks, then the padlocks must be removed by your client immediately. If your client did not install the padlocks, then please advise. Either way, my client must have access to these vital sprinkler system components in order to be able to carry out its duty under Chapter 190 to manage the irrigation systems and facilities throughout the boundaries of the CDD.

Howard S. Marks, Esquire  
August 14, 2020  
Page 2

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My client will take all available legal action to carry out its duty under Florida law. If your client has not removed the padlocks by 5:00 p.m. on Wednesday, August 19, 2020, then my client will remove the padlocks to prevent damage to District systems and facilities, etc. Thank you for your attention to this matter.

Sincerely,



Timothy R. Qualls, Esquire  
Young Qualls, P.A.

TRQ/srt

cc: Harmony CDD Board of Supervisors  
Steve Boyd  
Kristen Suit

---

**MEMORANDUM**

To: Harmony Community Development District Board of Supervisors  
From: Young Qualls, P.A.  
Date: June 18, 2020  
Re: Representation of CDD Officers and Employees

---

**QUESTION PRESENTED**

May a Community Development District (“CDD”) provide legal representation to a member of the Board of Supervisors sued in her or his individual capacity?

**ANSWER**

Yes. Section 111.07 of the Florida Statutes, provides expressly that a CDD, "is authorized to provide an attorney to defend any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of its officers... civil action includes... any civil rights lawsuit seeking relief personally against the officer." Moreover, the Florida Supreme Court makes clear that a public officer, such as a CDD Supervisor, is entitled to representation at the public expense in a lawsuit arising from (1) performance of official duties (2) while serving a public purpose. Florida courts have opined that denying a public official representation for acts purportedly arising from the performance of official duties would have a chilling effect upon the proper performance of official duties and the diligent representation of the public interest. Finally, it has been said that government entities have not only the legal authority, but the moral obligation to provide counsel to public officers, as doing so ensures accountability by the government entity for government action and allows public officers to act for the public good without substantial fear of personal liability.<sup>1</sup>

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<sup>1</sup> Craig E. Leen, *The Ethical and Effective Representation of Government Employees by Government Attorneys*, 45 Stetson L.R. 397, 400-402 (2016) (discussing the moral responsibility of the government to provide counsel to government officers)

## DISCUSSION

### Legal Considerations

The legal framework for Section 111.07 of the Florida Statutes, in relevant part, states:

Any agency of the state, or any county, municipality, or political subdivision of the state, is authorized to provide an attorney to defend any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of its officers, employees, or agents for an act or omission arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the officer, employee, or agent acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil action includes, but is not limited to, any civil rights lawsuit seeking relief personally against the officer, employee, or agent for an act or omission under color of state law, custom, or usage, wherein it is alleged that such officer, employee, or agent has deprived another person of rights secured under the Federal Constitution or laws.

The Section provides further that if the CDD fails to provide legal representation, then the CDD shall reimburse the public officer who prevails in the action for court costs and reasonable attorney fees. However, any attorney fees paid from public funds for any officer, employee, or agent who is found to be personally liable by virtue of acting outside the scope of his or her employment, or acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the CDD.

In *Nuzum v. Valdes*, the court determined that Section 111.07, F.S., recognizes the common law principle that a public officer should be allowed representation at the public's expense when the lawsuit arises out of an employee or officer's performance of official duties. 407 So.2d 277, 278 (Fla. 3d DCA 1981). The court further elaborated that to deny a public official representation for official acts would "have a chilling effect" on the proper performance of duties. *Id.* The government can even provide counsel when the acts were allegedly committed with bad faith or malice *Id.* at 279. The government does not have to accept the veracity of the allegations and may still represent the employee if the government by its own review believes the officer's action were proper, or even negligent. Had *Nuzum* been decided the other way, the government could rarely provide counsel. This is because by definition any time a government employee is sued in a personal capacity, the employee must either be alleged to have acted in a bad faith or extreme manner under Section 768.28(9), Fla. Stat.

These principles were solidified by the Florida Supreme Court in *Thornber v. City of Fort Walton Beach*, 568 So. 2d 914 (Fla. 1990). The opinion noted that the right for public officials to have legal representation from their government employer has been long recognized in Florida. *Id.* at 916-17. The Court held that for public officials to be entitled to representation from the government, the litigation must (1) arise from or in connection to performance of official duties and (2) serve a public purpose. *Id.* at 917.

The mere allegation that a public officer willfully violated the civil rights of others or otherwise acted with malice is not sufficient to disqualify the government from providing or paying for legal representation of its officer. Rather, there must be an actual finding, from a court of competent jurisdiction or the government entity itself, that the officer willfully violated the civil rights of others or otherwise acted with malice to create such a disqualification from representation. Otherwise the allegations of a complaint alone would determine whether a public officer was entitled to representation at the public's expense.

Finally, there is a moral obligation to represent a public officer except in cases where the government entity determines that the officer has acted with malice or in bad faith.<sup>2</sup> A public officer must sometimes make controversial choices or take steps that will put the officer at risk of liability in fulfilling public duties. Indeed, there are circumstances where any action that is made on a specifically tough decision could result in a lawsuit by an aggrieved party challenging the government action, which places public officers or employees between a rock and a hard place if the officer is obligated to carry the costs of defending such official action. Therefore, the government should provide a defense for a sued officer, unless the government entity is convinced that that individual betrayed the public trust and did not act in good faith.

### **Ethical Considerations**

When a CDD officer is sued and the CDD has determined to represent the officer, the attorney must determine whether she or he can provide the representation in house or if separate conflict counsel must be hired.<sup>3</sup> “The question is a simple one when the interests of the employee

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<sup>2</sup> Fla. Stat. § 768.28(9)(a). State law is clear that the government entity should be named in the lawsuit to the exclusion of the employee. Thus, this places a moral responsibility on the government entity to provide a defense to the employee who has been improperly named in lieu of the government entity (as the government entity is the proper party unless bad faith or malice is present). Leen, *supra* note 21, at 402.

<sup>3</sup> Florida Bar Rule 4-1.7 prohibits attorneys in Florida from representing a client whose interests are directly adverse to another client unless the attorney has a reasonable belief that the representation will not adversely affect the relationship with and responsibilities to the other client, and each client consents after disclosure.

and the government are aligned . . .”<sup>4</sup> Generally speaking, if the CDD has made a *Nuzum* determination then the CDD’s counsel may represent the officer and raise official immunity on the officer’s behalf with little chance of irreconcilable conflict.<sup>5</sup>

### CONCLUSION

In sum, a CDD has the legal authority and moral commitment to provide legal representation for its officers and employees in the event of a lawsuit arising from actions taken on behalf of the CDD. Providing representation to public employees and officers is broadly supported by Florida law. Florida courts have established that the CDD may provide counsel to its employees even where the employee allegedly acted with bad faith or malice, as long as the CDD determines that the provision of representation is warranted based on its own review. Public employees depend on the government’s moral commitment to represent them if they are sued while conducting the public’s business. The purpose of this commitment is to safeguard public employees from the fear of liability so that they may perform their public duties without harassment or distraction. Thus, the CDD may provide legal representation to CDD officers and employees for actions taken within the course and scope of their employment, unless there is a finding by the CDD that the officer willfully violated the civil rights of other or otherwise acted with malice.

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<sup>4</sup> Craig E. Leen, *The Ethical and Effective Representation of Government Employees by Government Attorneys*, 45 Stetson L.R. 412 (2016)

<sup>5</sup> As set forth in the law review article entitled, *The Ethical and Effective Representation of Government Employees by Government Attorneys*:

My experience has been that in most instances where a government employee is sued, as long as the government entity has made a *Nuzum* determination that the employee did not act with malice or in bad faith, the government entity’s counsel can represent the employee and raise official immunity on the employee’s behalf with little chance of an irreconcilable conflict. Both the government entity and its government employee significantly benefit from this arrangement.

*Id.*



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September 10, 2020

**Via E-Mail**

hmarks@burr.com

Howard S. Marks, Esquire  
Burr & Forman, LLP  
200 South Orange Avenue, Suite 800  
Orlando, Florida 32801-6401

RE: Harmony Retail, LLC v. Steve Berube  
Case No.: 2020 CA 001337 OC

Mr. Marks:

In reply to my correspondence dated August 14, 2020, you asked for evidence of easements concerning ownership of the Maxicom Irrigation Control System, we submit the following:

A copy of the 1st Plat executed by Harmony CDD (“CDD” or “District”) is attached, the B and C Plat. It platted the area west of the main entrance as “TRACT X” Future Development. It also created Ingress / Egress Utility Tracts 1 and 2 along the US 192 ROW granted to the CDD. The area east of the Main entrance remained unplatted and remains so to this day.

On June 7, 2002, Birchwood granted the CDD a blanket drainage easement that also mentions “facilities, equipment and infrastructure” over the entire limits of the District. Each time a neighborhood was platted following this blanket easement, the easement was amended to remove the private lots from the easement. Attached are the first two amendments for reference but there is a total of 9. All of the amendments specifically remove specific tracts or lots from the blanket easement, but none of them mention removal of the areas in question from the original blanket easement.

The District received a South Florida Water Management District (“SFWMD”) Grant to fund the installation of the Maxicom Irrigation Control System which serves both the CDD and private land as a part of the District’s infrastructure. The District's Engineer has reviewed the


Howard S. Marks, Esquire  
September 10, 2020  
Page 2

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attached easements and concludes that the CDD has always and continues to have an easement over the lands where the easement has not been amended to remove residential lots. The description of “facilities, equipment and infrastructure” described in the easement includes the SFWMD permitted Maxicom Irrigation Control System.

In sum, it is our understanding that the CDD is still entitled to a blanket drainage easement over the entire limits of the undeveloped areas on the east and west side of the main entrance as granted by the original drainage easement and the fact that these areas have not been platted and the easement has not been amended to remove any areas within this land. Should you have in your possession any documentation refuting any of the above, please immediately send a copy of such documentation.

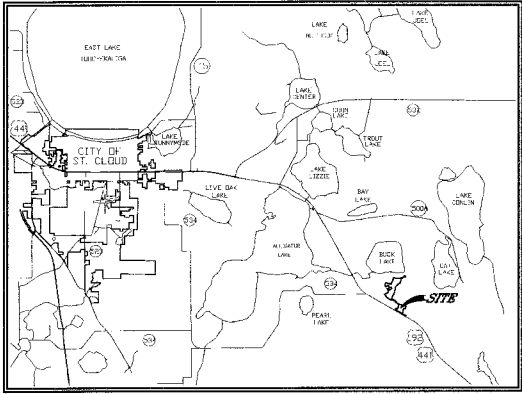
Sincerely,



Timothy R. Qualls, Esq.

TRQ/tal  
Enclosures

BIRCHWOOD NEIGHBORHOODS B & C
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST
OSCEOLA COUNTY, FLORIDA



Notes:

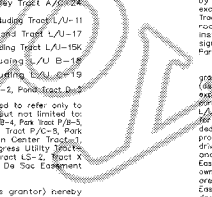
- 1. Bearings shown herein are based on N 00°27'29" W along the West line of Section 30, Township 26 South, Range 32 East (Florida State Plane Coordinates Grid 83/90 datum)
NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.
3. This property is subject to the following items:
1. Easement Agreement filed January 12, 1959, in Book 35, Page 13.
2. Pipeline Easement filed December 21, 1993, in Book 1182, Page 230; Modification filed in Book 1339, Page 375.
3. Encroachment Agreement filed October 8, 2001, in Book 1941, Page 1054.
4. Order of Taking Establishing Power Easement filed June 15, 1987, in Book 842, Page 2470.
5. Final Judgment Concerning Validation of Harmony Community Development District Bond filed August 8, 2000 in Book 1766, Page 148; re-recorded in Book 1771, Page 893.
6. Final Judgment Concerning Validation of Harmony Community Development District Bond filed August 10, 2000 in Book 1767, Page 457; re-recorded in Book 1775, Page 952.
7. Notice of Harmony Community Development District filed March 24, 2000, in Book 1717, Page 1784. Amended Notice of Establishment of Harmony Community Development District filed in Book 1734, Page 1772; and Second Amended Notice filed in Book 1945, Page 1779.
8. Settlement Agreement and Development Order filed February 16, 1995, in Book 1240, Page 1448; First Amended Development Order filed in Book 1606, Page 1767; Second Amended Development Order filed in Book 1751, Page 1208 and Third Amended Development Order filed in Book 1869, Page 793.
9. Reservation in Deed filed June 6, 1950, in Deed Book 131, Page 203; Warranty Deed filed October 6, 1969, in Book 154, Page 132; Notice filed August 19, 1975, in Book 314, Page 644. The right of entry and exploration for the reservation in said Deed have been released by Release of Surface Entry Rights with Respect to Oil, Gas and Mineral Interest filed November 3, 1983, in Book 690, Page 452.
10. Project Improvement Acquisition Agreement filed April 8, 2001, in Book 1856, Page 656. First Modification filed in Book 1845, Page 1775.
11. Interlocal Agreement Pertaining to District Infrastructure Construction and Maintenance filed August 2, 2001, in Book 1911, Page 2203; re-recorded in Book 1922, Page 649.
12. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments filed October 9, 2001, in Book 1941, Page 2463.
13. Drainage Easement filed October 10, 2002, in Book 2125, Page 2078 as amended by the First Amendment of Drainage Easement filed 2002, in Book 2125, Page 2078.



Plat Notes and Easements:

The Partnership further grants by means of this plat the following non-exclusive private easements shown hereon for the uses set forth below:
A. Unless expressly and specifically provided otherwise, any easements described on this plat are private non-exclusive easements. With respect to all easements described in or reserved by this plat, (unless expressly and specifically provided otherwise), the right is hereby reserved to the Partnership and to the grantees of the easement. It specifically authorized by the plat, instrument of grant or assignment to: (i) assign the same to any other person, (ii) lease, license, or otherwise to others and (iii) grant and enjoy the easement or easements to others on the same. The Partnership or its grantees or grantees may deem independent or separate from any one or more of the grants or additional easements shall impair or detract from the use of the easements depicted on this plat for the uses herein expressed and provided that said grant or additional easements shall not be deemed a public dedication of said easements.
B. The Partnership hereby reserves to itself (and to its grantees and assignees, if specifically authorized by the plat, instrument of grant or assignment) the exclusive right and privilege to determine the location of any improvements, equipment, driveway, curb cuts, paved areas or facilities to be placed within or on beneath the surface of all easements granted by, described in or reserved by this plat and Partnership retains (for itself and its grantees or assigns) the right of access and use over and across all said easements for improvement, construction and maintenance purposes.
C. All private easements appearing on this plat are subject to rights reserved or granted in the Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in O.C. Book \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Osceola County, Florida, as may be amended from time to time and on which no additional covenants, conditions, restrictions and easements shall be imposed or created. All lands described hereinon, of which shall impair or detract from the uses herein expressed and provided that said grant or additional easements shall not be deemed a public dedication of said easements.
D. Unless specifically provided otherwise on this plat, easements in interest by the Partnership shall not exceed to rights reserved by Partnership as hereinafter described in this instrument and shall not be subject to the rights or interests reserved by Partnership and its grantees or assigns, and their successors in interest.
L. References to the following terms of this plat shall be deemed to specifically reference the rights and terms defined:
Aley Tract: Aley Tract A/B-17 through and including Aley Tract A/B-22 and Aley Tract A/C-20 through and including Aley Tract A/C-24
L/L Tract: Tract L/L-1 through and including Tract L/L-11
Tract L/U-11A, Tract L/U-13, and Tract L/U-17
Tract L/U-14B through and including Tract L/U-15A
L/U B-1 through and including L/U B-15
L/U C-4 through and including L/U C-19
Pond Tracts: Pond Tract D-1, Pond Tract E-2, Pond Tract D-3
All other Tract references shall be deemed to refer only to the specially named tracts, including but not limited to 25 Buffer Easement, Park Tract P-2, Park Tract P/B-3, Park Tract P/B-4, Park Tract P/B-7, Park Tract P/C-8, Park Tract P/C-9, Park Tract P/C-10, Town Center Tract L, Ingress/Egress Utility Tract-1, Ingress/Egress Utility Tract-2, Access/Utility Easement, Lift Station Tract L/S-2, Tract A Temporary Cul De Sac Easement
1. [Easement #1] Partnership (as grantor) hereby grants and conveys by this plat to the Harmony Community Development District ("HCD") (as grantee) a perpetual non-exclusive easement on, over and under all publicly dedicated portions of the streets in Birchwood Neighborhoods B & C for the purpose of: drainage; utilities; water; sanitary sewer; irrigation; parking; the right but not the obligation to perform road maintenance and maintenance of crosswalks; the right to maintain the sidewalks as adopted from time to time; access or, over, to and from any and all driveway and curb cuts in or abutting said streets; and the right but not the obligation to perform landscape maintenance in unpaved areas.
2. [Easement #2] Partnership reserves for itself, its successors and assigns, a private perpetual non-exclusive easement on, over and under all Aley Tracts, L/U Tracts, Pond Tracts, Park Tract P-2 and Park Tract P/B-3 for: most drainage; utilities; cable television; irrigation; parking; the right but not the obligation to perform road maintenance; the right to maintain the sidewalks as adopted from time to time; access or, over, to and from any and all driveway and curb cuts in or abutting said streets; and the right but not the obligation to perform landscape maintenance in unpaved areas.
3. [Easement #3] Partnership (as grantor) hereby dedicates on this plat to Osceola County (as grantee) a perpetual non-exclusive private easement over all L/U Tracts, Aley Tracts and the Temporary Cul De Sac Easement including utility (police, fire, medical, natural disaster) access-egress.
4. [Easement #4] Partnership (as grantor) hereby reserves for itself, its successors and assigns and grants and conveys to the HCD (as grantee) a temporary access and construction easement over the publicly dedicated portions of the rights of way dedicated by this plat for the purpose of construction of such rights of way. Such temporary access and construction easement shall automatically expire upon issuance by Osceola County of a certificate of completion for such rights of way.
5. [Easement #5] Partnership (as grantor) hereby grants and conveys to the HCD (as grantee) (i) a perpetual non-exclusive easement on, over and under Lift Station Tract L/S-2, Ingress/Egress Utility Tract-1, Ingress/Egress Utility Tract-2 and Access/Utility Easement for the purpose of: vehicular and pedestrian access; drainage; utilities; cable television; water; sanitary sewer; irrigation; and parking, including, but not limited to the right to install, construct and maintain utility facilities within such property and grants and conveys to the HCD (as grantee), (ii) a perpetual non-exclusive easement on, over and under the 25 Buffer Easement for utility construction or similar purposes which the HCD may elect at any time in its sole discretion to assign to a governmental or quasi-governmental entity for the purpose of complying with applicable laws, regulations or permits and (iii) a perpetual non-exclusive drainage easement that is five (5) wide, running inland and along the side lot line to be adjacent to lot line of the lot being included, but not including any side lot line that is adjacent to an L/U Tract, for the purpose of collecting and conveying runoff, including, but not limited to the right to install, construct and maintain drainage facilities within such property and grants and conveys to the HCD (as grantee) the right to free and clear access at all times to such property and facilities.
6. [Easement #6] Partnership (as grantor) dedicates by this plat to Osceola County (as grantee) a perpetual non-exclusive easement on, over and under and through all L/U Tracts and the Temporary Cul De Sac Easement to maintain and repair storm drains and underground stormwater drainage pipes to carry stormwater drainage from the catch basins and discharge points to be established in accordance with an Easement Agreement between the HCD and Partnership recorded subsequent thereto.
7. [Easement #7] Partnership (as grantor) dedicates by this plat to Osceola County (as grantee) a perpetual non-exclusive easement on, over and under, across and through all L/U Tracts and the Temporary Cul De Sac Easement for the purpose of road maintenance, repair and replacement, and the installation and maintenance of stormwater control devices and storage in accordance with and subject to the rights of the Partnership as set forth in a Plat Note B.
8. [Easement #8] Partnership (as grantor) hereby grants and conveys by this plat, to the owners from time to time (as grantee) of lots situated hereon, a private perpetual non-exclusive easement on, over, and under, across and through all L/U Tracts, Aley Tracts and the Temporary Cul De Sac Easement for vehicular and pedestrian access to and from the publicly dedicated portions of the rights-of-way dedicated by this plat; provided, however, that the location and construction of all such driveways, curb cuts and paved areas are subject to Plat Note B and must be approved in advance by the Partnership. This Easement #8 shall not be deemed or construed to be a grant, or dedication to the public, nor to any utility or cable television company or provider.
9. [Easement #9] Partnership (as grantor) hereby grants and conveys by this plat to the Harmony Homeowner Owners Association, Inc., its successors and assigns (as grantee) a private perpetual non-exclusive easement on, over, under, across and through all L/U Tracts, Aley Tracts, the Temporary Cul De Sac Easement, Pond Tracts, Park Tract P-2 and the Town Center Tract-1 for the purpose of installation and maintenance of landscaping and signage, lighting, mailboxes, decorative improvements including but not limited to fencing and entry features, in accordance with and subject to the rights of the Partnership as set forth in Plat Note B.
10. [Easement #10] Partnership (as grantor) hereby grants and conveys by this plat to the Harmony Homeowner Owners Association, Inc., its successors and assigns (as grantee) a private perpetual non-exclusive easement on, over, under, across and through all L/U Tracts and the Town Center Tract-1 for the purpose of installation and maintenance of landscaping and signage, lighting, mailboxes, decorative improvements and entry features, in accordance with and subject to the rights of the Partnership as set forth in Plat Note B.
SEC. 177.141 F.S. For Copying Information Pertaining to This Plat See SURVEY NOTES RELEVANT TO THIS PLAT Filed: 07/23/2002 And Recorded in Official Record Book 21441 Page 3930 LARRY WHALEY Clerk of Circuit Court Osceola County, Florida

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.



PLAT BOOK 14 PAGE 67

DEDICATION BIRCHWOOD NEIGHBORHOODS B & C SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA

THREE E CORPORATION, a Florida Corporation, its general partner, Kenneth R. Peach, et al., hereby dedicates the lands described in the foregoing caption to the public for the purposes of the HCD and dedicates the lands described in the foregoing caption to the public for the purposes of the HCD and dedicates the lands described in the foregoing caption to the public for the purposes of the HCD and dedicates the lands described in the foregoing caption to the public for the purposes of the HCD.

By: Three E Corporation, a Florida Corporation, its general partner, Kenneth R. Peach, et al. Signed and attested to in the presence of: Kenneth R. Peach, Attorney in Fact.

STATE OF FLORIDA COUNTY OF OSCEOLA I HEREBY CERTIFY that this plat of July 23, 2002, before me, an officer duly authorized to take acknowledgments and certify the same, was personally appeared Kenneth R. Peach and Kenneth M. O'Hara, respectively, of THREE E CORPORATION, a Florida corporation, the corporate general partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, L.L.P., a Florida limited liability partnership, who executed the foregoing Dedication and severally acknowledged the execution thereof to be of their free and clear and each of such officers thereto duly authorized; that the official seal of the THREE E CORPORATION is duly affixed thereto and that the said Dedication is the actual and true act of said Partnership. My Public Seal of Office: Notary Public, State of Florida, My Comm. No. 26,266, Expiration Date: 07/23/05.

IN WITNESS WHEREOF, I have hereunto set my hand and the above seal, Notary Public. (Signature) Larry Black (Print Name) LARRY BLACK Commission Number: DD03344, My Commission Expires: 3/29/06

CERTIFICATE OF SURVEYOR KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered land surveyor, does hereby certify that on this day of July, 2002, he completed the survey of the lands as shown in the foregoing plat, that same were duly and lawfully surveyed for the purpose of road maintenance, repair and replacement, and the installation and maintenance of stormwater control devices and storage in accordance with and subject to the rights of the Partnership as set forth in a Plat Note B. Name: RICHARD D. BROWN (Date) 07/23/02 Florida Certificate No. 2700 DATE OF SURVEY: 07/23/02

CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR Upon a review, this Plat conforms to Chapter 177, F.S. Dated 06/20/02 Registration No. 57606 Florida Professional Surveyor and Mapper representing Osceola County, Florida.

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION THIS IS TO CERTIFY, that on July 10, 2002, the Osceola Planning Commission approved the above plat. Chairman of the Board: Secretary:

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER Examined by: Approved: LARRY WHALEY Date: 07/23/02

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS THIS IS TO CERTIFY, that on July 29, 2002, the foregoing plat was approved by the Board of County Commissioners of Osceola County, Florida. Chairman of the Board:

CERTIFICATE OF COUNTY CLERK I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of the Osceola County Land Development Code, and was filed for record on 07/23/2002 at 10:26 am. LARRY WHALEY Clerk of the Circuit Court, Osceola County, Florida File No. 2002171811

BIRCHWOOD NEIGHBORHOODS B & C SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTON:

A parcel of land lying in Sections 19 & 30 & 31, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E, (being a found 4'x4' concrete monument), run thence N00°27'29"W, along the West line of said Section 30, a distance of 2,116.59 Feet to a point on the southerly right of way line of State Road No. 500 (being a found 4'x4' concrete monument, with the top broken); thence continue northerly along said line, a distance of 76.29 Feet, to a point on the northerly right of way line of State Road No. 500; thence S60°13'23"E, along said northerly right of way line, a distance of 3652.94 Feet to the POINT OF BEGINNING; thence N22°54'52"E, a distance of 116.98 Feet; thence N67°05'08"W, a distance of 40.20 Feet; thence N22°54'23"E, a distance of 107.33 Feet; thence S67°05'37"E, a distance of 264.57 Feet; thence N22°57'50"E, a distance of 43.34 Feet; thence N17°06'58"E, a distance of 312.86 Feet; thence N14°11'20"E, a distance of 76.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S74°30'48"E, a radial distance of 2,302.13 Feet and having a chord bearing of N18°42'24"E, 258.62 Feet; thence northerly along the arc, through a central angle of 06°26'24", a distance of 258.75 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N23°59'51"E, a radial distance of 850.50 Feet and having a chord bearing of N54°30'07"W, 339.14 Feet; thence northwesterly along the arc, through a central angle of 2°30'04", a distance of 341.43 Feet; thence N43°00'05"W, a distance of 277.26 Feet to a point of curve to the left having a radius of 965.00 Feet, a central angle of 08°07'35", and a chord bearing of N47°03'53"W, 136.75 Feet; thence northwesterly along the arc a distance of 136.87 Feet; thence N51°07'41"W, a distance of 91.64 Feet to a point of curve to the left having a radius of 780.77 Feet, a central angle of 26°35'59", and a chord bearing of N64°25'41"W, 359.23 Feet; thence northwesterly along the arc, a distance of 362.47 Feet; thence N77°43'40"W, a distance of 95.65 Feet to a point of curve to the left having a radius of 10.00 Feet, a central angle of 60°53'36", and a chord bearing of S71°49'32"W, 10.13 Feet; thence westerly along the arc a distance of 10.63 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 116°56'48"; thence westerly along the arc, a distance of 173.49 Feet to a point of reverse curve to the left having a radius of 20.00 Feet and a central angle of 50°28'55"; thence northwesterly along the arc, a distance of 17.62 Feet to a point of reverse curve to the right having a radius of 1,505.30 Feet and a central angle of 35°42'48"; thence northwesterly along the arc, a distance of 938.27 Feet to a point of reverse curve to the left having a radius of 1,155.00 Feet and a central angle of 11°51'46"; thence northwesterly along the arc, a distance of 239.14 Feet; thence N48°18'21"W, a distance of 65.16 Feet; thence S41°41'39"W, a distance of 5.50 Feet; thence N48°18'21"W, a distance of 92.81 Feet; thence N41°41'39"E, a distance of 100.00 Feet; thence S48°18'21"E, a distance of 92.81 Feet; thence S41°41'39"W, a distance of 14.50 Feet; thence S48°18'21"E, a distance of 47.33 Feet; thence N43°42'24"E, a distance of 200.05 Feet; thence S86°55'34"E, a distance of 29.68 Feet; thence N84°02'48"E, a distance of 116.21 Feet; thence N65°23'36"E, a distance of 142.33 Feet; thence N54°38'41"E, a distance of 66.38 Feet; thence N05°38'44"W, a distance of 51.87 Feet; thence N20°55'55"E, a distance of 118.31 Feet; thence N24°21'19"E, a distance of 96.11 Feet; thence N17°48'37"W, a distance of 73.93 Feet; thence N24°11'09"W, a distance of 59.20 Feet; thence N57°00'02"W, a distance of 108.89 Feet; thence N31°58'18"W, a distance of 123.05 Feet; thence N1°30'54"W, a distance of 64.44 Feet; thence N35°58'59"W, a distance of 34.46 Feet; thence N82°48'13"E, a distance of 94.48 Feet; thence S88°31'05"E, a distance of 173.33 Feet; thence S33°26'01"E, a distance of 61.27 Feet; thence S25°28'33"E, a distance of 59.79 Feet; thence S34°38'06"E, a distance of 62.23 Feet; thence S02°29'55"W, a distance of 50.54 Feet; thence S45°39'24"E, a distance of 47.87 Feet; thence N81°30'52"E, a distance of 51.04 Feet; thence N86°50'49"E, a distance of 38.19 Feet; thence N46°32'33"E, a distance of 42.39 Feet; thence N37°45'51"E, a distance of 30.59 Feet; thence N07°13'59"W, a distance of 41.45 Feet; thence

N70°21'25"E, a distance of 34.66 Feet; thence N66°21'16"E, a distance of 38.54 Feet; thence N37°27'56"E, a distance of 49.76 Feet; thence N57°01'59"E, a distance of 82.39 Feet; thence N07°56'40"E, a distance of 51.88 Feet; thence N45°43'8"E, a distance of 33.09 Feet; thence N19°51'00"W, a distance of 49.10 Feet; thence N79°44'03"W, a distance of 23.22 Feet; thence S58°57'33"W, a distance of 43.77 Feet; thence N35°25'58"W, a distance of 45.98 Feet; thence N89°40'50"W, a distance of 58.65 Feet; thence S67°25'40"W, a distance of 52.36 Feet; thence S89°01'04"W, a distance of 46.30 Feet; thence N72°40'28"W, a distance of 68.69 Feet; thence S66°59'03"W, a distance of 60.69 Feet; thence N36°26'58"W, a distance of 20.42 Feet; thence N46°40'35"W, a distance of 63.47 Feet; thence N05°16'45"W, a distance of 54.37 Feet; thence N09°10'50"E, a distance of 61.45 Feet; thence N35°27'22"E, a distance of 45.00 Feet; thence N30°34'39"W, a distance of 61.03 Feet; thence N63°31'20"W, a distance of 88.49 Feet; thence N72°50'50"W, a distance of 120.33 Feet; thence S48°40'46"W, a distance of 99.22 Feet; thence S53°39'17"W, a distance of 48.69 Feet; thence S27°50'08"W, a distance of 70.62 Feet; thence S35°20'25"W, a distance of 54.30 Feet; thence S86°26'30"W, a distance of 60.36 Feet; thence N39°27'55"W, a distance of 72.72 Feet; thence N24°29'43"W, a distance of 97.47 Feet; thence N21°18'03"W, a distance of 66.61 Feet; thence N11°25'04"W, a distance of 59.59 Feet; thence N02°57'15"W, a distance of 61.69 Feet; thence N24°51'10"E, a distance of 86.51 Feet; thence N17°56'43"W, a distance of 41.95 Feet; thence N23°35'43"E, a distance of 222.95 Feet; thence S70°17'45"E, a distance of 363.26 Feet; thence S72°52'48"E, a distance of 432.55 Feet; thence S64°33'09"E, a distance of 43.62 Feet; thence N20°38'30"E, a distance of 102.54 Feet; thence N70°27'06"W, a distance of 31.56 Feet; thence N19°04'42"E, a distance of 53.00 Feet; thence S70°27'53"E, a distance of 31.53 Feet to the point of curve of a parabolic curve to the right, of which the radius point lies S68°33'23"E, a radial distance of 1,593.63 Feet and having a chord bearing of N22°32'48"E, 65.06 Feet; thence northeasterly along the arc, through a central angle of 02°20'21", a distance of 65.06 Feet; thence N23°42'58"E, a distance of 121.90 Feet; thence N23°21'57"E, a distance of 370.84 Feet; thence N69°31'18"W, a distance of 78.01 Feet; thence N24°27'34"E, a distance of 83.19 Feet; thence S69°42'39"E, a distance of 93.57 Feet; thence N23°05'21"E, a distance of 251.25 Feet; thence N65°35'14"W, a distance of 65.19 Feet; thence N23°21'57"E, a distance of 78.99 Feet; thence S66°58'06"E, a distance of 336.79 Feet to a point of curve to the left having a radius of 868.00 Feet, a central angle of 25°52'07", and a chord bearing of S79°34'10"E, 388.58 Feet; thence easterly along the arc a distance of 391.90 Feet; thence N87°29'47"E, a distance of 118.32 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies N02°18'45"W, a radial distance of 931.80 Feet and having a chord bearing of N82°35'29"E, 165.54 Feet; thence easterly along the arc, through a central angle of 10°11'32", a distance of 165.78 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 66°01'36"; thence northeasterly along the arc, a distance of 11.52 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 128°06'55"; thence easterly along the arc, a distance of 190.06 Feet; thence N62°43'51"E, a distance of 406.64 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S25°23'24"E, a radial distance of 1,267.22 Feet and having a chord bearing of N88°45'31"E, 183.34 Feet; thence easterly along the arc, through a central angle of 08°17'49", a distance of 183.50 Feet; thence N09°33'15"W, a distance of 79.95 Feet; thence N80°26'45"E, a distance of 70.00 Feet; thence S09°33'15"E, a distance of 83.62 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S09°55'08"E, a radial distance of 795.50 Feet and having a chord bearing of N82°55'37"E, 78.99 Feet; thence easterly along the arc, through a central angle of 05°41'29", a distance of 79.02 Feet; thence S05°04'07"E, a distance of 70.82 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S04°22'07"E, a radial distance of 729.02 Feet and having a chord bearing of S81°01'38"W, 117.04 Feet; thence westerly along the arc, through a central angle of 09°12'31", a distance of 117.17 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S12°17'52"E, a radial distance of 672.61 Feet and having a chord bearing of S71°42'10"W, 140.60 Feet; thence westerly along the arc, through a central angle of 11°59'56", a distance of 140.86 Feet; thence S63°47'29"W, a distance of 44.94 Feet; thence S63°09'52"W, a distance of 424.80 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N77°05'50"W, a radial distance of 85.00 Feet and having a chord bearing of S28°03'33"W, 44.45 Feet; thence southwesterly along the arc, through a central angle of 30°18'46", a distance of 44.97 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of

49°11'40"; thence southerly along the arc, a distance of 8.59 Feet to a point of reverse curve to the right having a radius of 817.08 Feet and a central angle of 62°27'19"; thence southwesterly along the arc, a distance of 890.66 Feet; thence N33°21'41"W, a distance of 3.50 Feet; thence S56°37'45"W, a distance of 216.31 Feet to a point of curve to the left having a radius of 720.00 Feet, a central angle of 51°01'51", and a chord bearing of S31°06'50"W, 620.29 Feet; thence southwesterly along the arc a distance of 641.27 Feet; thence S05°35'54"W, a distance of 229.33 Feet to a point of curve to the right having a radius of 1,545.00 Feet, a central angle of 25°12'46", and a chord bearing of S18°12'17"W, 674.40 Feet; thence southerly along the arc a distance of 679.87 Feet; thence S30°48'40"W, a distance of 300.39 Feet to a point of curve to the left having a radius of 1,003.50 Feet, a central angle of 25°55'03", and a chord bearing of S17°51'09"W, 450.07 Feet; thence southerly along the arc a distance of 453.93 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 61°17'01"; thence southeasterly along the arc, a distance of 10.70 Feet to a point of reverse curve to the right having a radius of 95.00 Feet and a central angle of 38°11'09"; thence southeasterly along the arc, a distance of 63.31 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of 59°32'50"; thence southeasterly along the arc, a distance of 10.39 Feet; thence S77°45'05"E, a distance of 87.88 Feet to a point of curve to the right having a radius of 860.84 Feet, a central angle of 26°37'25", and a chord bearing of S64°26'23"E, 396.42 Feet; thence southeasterly along the arc a distance of 400.00 Feet; thence S51°07'41"E, a distance of 91.64 Feet to a point of curve to the right having a radius of 1,045.00 Feet, a central angle of 08°07'55", and a chord bearing of S48°03'54"E, 148.09 Feet; thence southeasterly along the arc a distance of 148.22 Feet; thence S43°00'05"E, a distance of 276.31 Feet to a point of curve to the left having a radius of 770.50 Feet, a central angle of 31°43'32", and a chord bearing of S58°51'51"E, 421.21 Feet; thence southeasterly along the arc a distance of 426.64 Feet; thence S74°43'37"E, a distance of 449.79 Feet; thence S15°16'23"W, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 420.00 Feet; thence N15°16'23"E, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 84.00 Feet; thence S15°16'23"W, a distance of 24.50 Feet; thence N74°43'37"W, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 40.50 Feet; thence S73°34'52"E, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 15.00 Feet; thence N74°43'37"W, a distance of 24.00 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 279.50 Feet; thence S74°43'37"E, a distance of 9.00 Feet; thence S15°16'23"W, a distance of 55.00 Feet; thence N74°43'37"W, a distance of 228.50 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 384.88 Feet; thence S74°43'37"E, a distance of 21.00 Feet; thence S15°16'23"W, a distance of 25.00 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S15°12'13"W, a radial distance of 26.66 Feet and having a chord bearing of N86°23'53"W, 10.72 Feet; thence westerly along the arc, through a central angle of 2°31'12", a distance of 10.80 Feet; thence S15°16'23"W, a distance of 60.63 Feet to a point of curve to the left having a radius of 449.00 Feet, a central angle of 15°17'58", and a chord bearing of S07°37'25"W, 119.54 Feet; thence southerly along the arc a distance of 119.89 Feet; thence S00°01'35"E, a distance of 17.28 Feet to a point of curve to the right having a radius of 351.00 Feet, a central angle of 27°27'51", and a chord bearing of S13°42'21"W, 166.64 Feet; thence southerly along the arc a distance of 168.25 Feet; thence S60°13'55"E, a distance of 614.01 Feet; thence S29°48'05"W, a distance of 48.30 Feet, to a point on the aforesaid northerly right of way line of State Road No. 500; thence N60°13'23"W, along said northerly right of way line, a distance of 1785.13 Feet to the POINT OF BEGINNING.

Containing 111.88 Acres, more or less.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



PLAT BOOK 14 PAGE 69

SECTION 24

BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

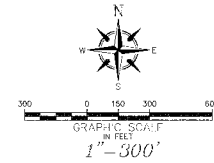
SECTION 19

SECTION 20

24 19  
25 30

19 20  
30 29

RANGE 31 EAST  
RANGE 32 EAST



- LEGEND:
- DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED)
  - DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP #L.B. 7045)
  - DENOTES FOUND BORN RISE (AS NOTED)
  - ▲ DENOTES SET 5/8" IRON ROD SET W/CAP & L.B. 7046
  - ◆ DENOTES BORN AND BORN POINTS (AS NOTED)
  - DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK # L.B. 7043)
  - DENOTES IONICIZATION
  - △ DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK # L.B. 7043)
  - S.R. = STATE ROAD
  - C = CURVED DISTANCE P.C. = POINT OF CURVE
  - P.C. = POINT OF CURVE
  - P.B. = POINT OF BEGINNING
  - P.T. = POINT OF TANGENT
  - C.L. = CENTRAL ANGLE P.O.C. = POINT OF COMMENCEMENT
  - P.R.C. = POINT OF REVERSE CURVE
  - L = ARC LENGTH
  - S.R.M. = OFFICIAL RECORD BOOK L.B. = LICENSED BUSINESS P.C.C. = POINT OF COMPOUND CURVE

SHEET 7 OF 7  
SHEET 6 OF 7

SHEET 6 OF 7  
SHEET 5 OF 7

SHEET 5 OF 7  
SHEET 4 OF 7

SECTION 25

SECTION 30

SECTION 29

N00°27'29"W  
76.29'

FOUND 4"x4" CONCRETE MONUMENT (TOP BROKEN)

EAST LINE OF SECTION 25-26-31  
N00°27'29"W  
2116.59'

WEST LINE OF SECTION 30-26-32

U.S. HIGHWAY NO. 192 & 441 P.O.B. (S.R. 500)  
360°13'23"E  
3652.94'

SECTION 36

25 30  
36 31

30 29  
31 32

P.O.C.  
SW CORNER OF  
SEC. 30-26-32  
FOUND 4"x4" CONCRETE MONUMENT (NO. 104)

SECTION 31

SECTION 32

SHEET 3 OF 7



BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

SEE SHEET 5 OF 7

MATCH LINE "A"  
MATCH LINE "A"

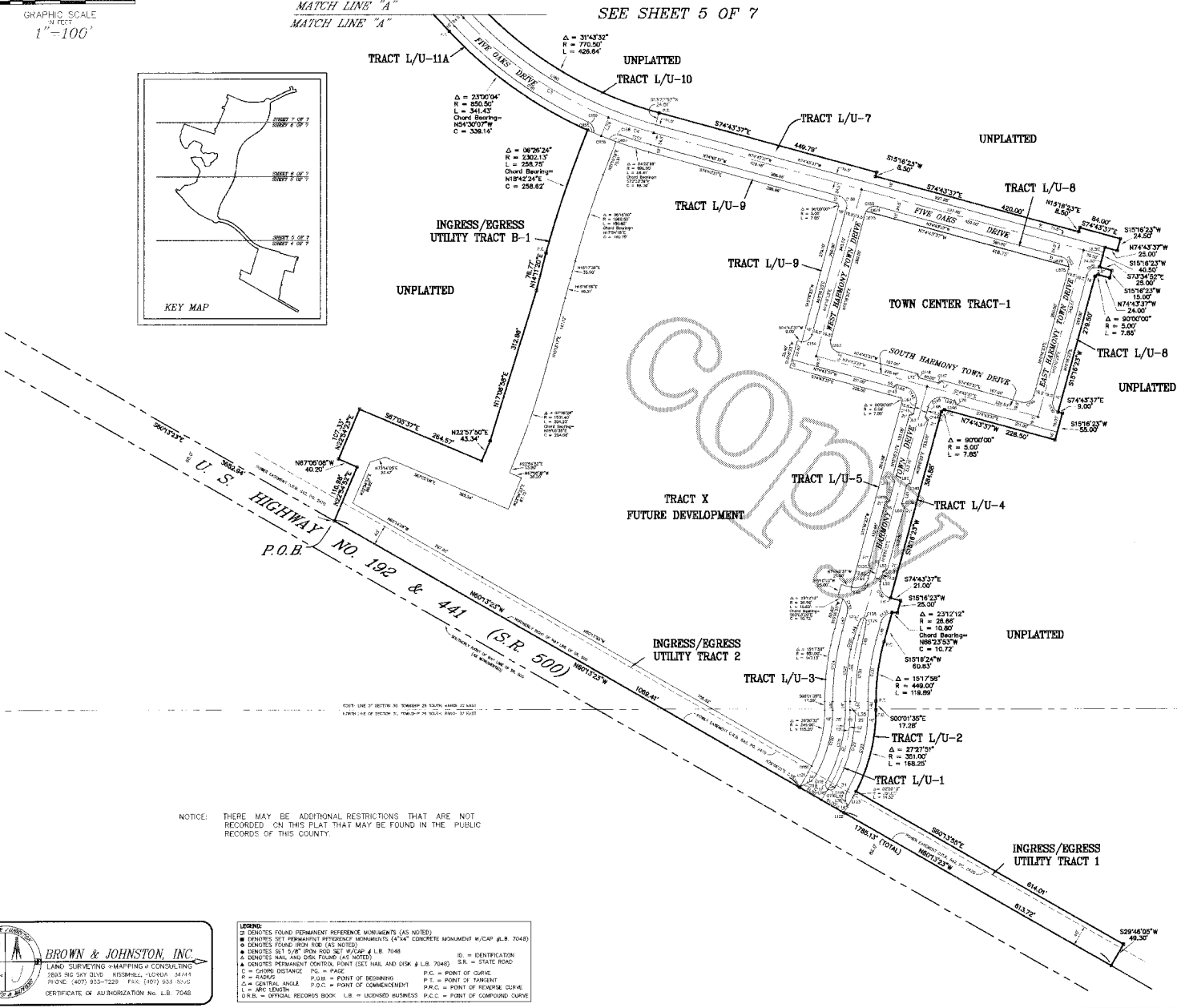
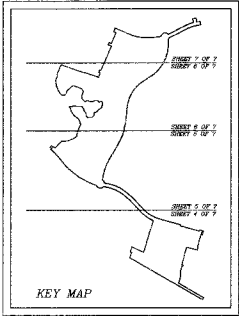
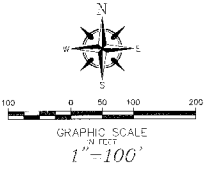


TABLE OF AREAS

TRACT	AREA (SQ. FT.)	AREA (AC.)
TRACT L/U-1	10,000	0.23
TRACT L/U-2	15,000	0.34
TRACT L/U-3	20,000	0.46
TRACT L/U-4	25,000	0.57
TRACT L/U-5	30,000	0.69
TRACT L/U-6	35,000	0.80
TRACT L/U-7	40,000	0.92
TRACT L/U-8	45,000	1.03
TRACT L/U-9	50,000	1.15
TRACT L/U-10	55,000	1.26
TRACT L/U-11A	60,000	1.38
TRACT X	70,000	1.59
TOWN CENTER TRACT-1	100,000	2.28

30 29  
31 32

INDEX TABLE

TRACT	AREA (SQ. FT.)	AREA (AC.)
TRACT L/U-1	10,000	0.23
TRACT L/U-2	15,000	0.34
TRACT L/U-3	20,000	0.46
TRACT L/U-4	25,000	0.57
TRACT L/U-5	30,000	0.69
TRACT L/U-6	35,000	0.80
TRACT L/U-7	40,000	0.92
TRACT L/U-8	45,000	1.03
TRACT L/U-9	50,000	1.15
TRACT L/U-10	55,000	1.26
TRACT L/U-11A	60,000	1.38
TRACT X	70,000	1.59
TOWN CENTER TRACT-1	100,000	2.28

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND:  
● DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED)  
■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP # L.B. 7048)  
○ DENOTES FOUND IRON NAIL (AS NOTED)  
● DENOTES SET 5/8" IRON ROD SET W/CAP # L.B. 7048 ID. = IDENTIFICATION  
○ DENOTES FOUND IRON DISK FOUND (AS NOTED)  
▲ DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK # L.B. 7048) S.R. = STATE ROAD  
C = CURVE DISTANCE P.C. = POINT OF CURVE P.T.C. = POINT OF TANGENT  
R = RADIUS P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF CURVE  
D = CENTRAL ANGLE P.O.C. = POINT OF COMMENCEMENT P.O.T. = POINT OF TANGENT  
L = ARC LENGTH P.O.R. = POINT OF REVERSAL CURVE  
D.R.B. = ORIGINAL RECORDS BOOK L.B. = LICENSED BUSINESS P.C.C. = POINT OF COMPOUND CURVE







BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

SEE SHEET 7 OF 7

SEE SHEET 5 OF 7

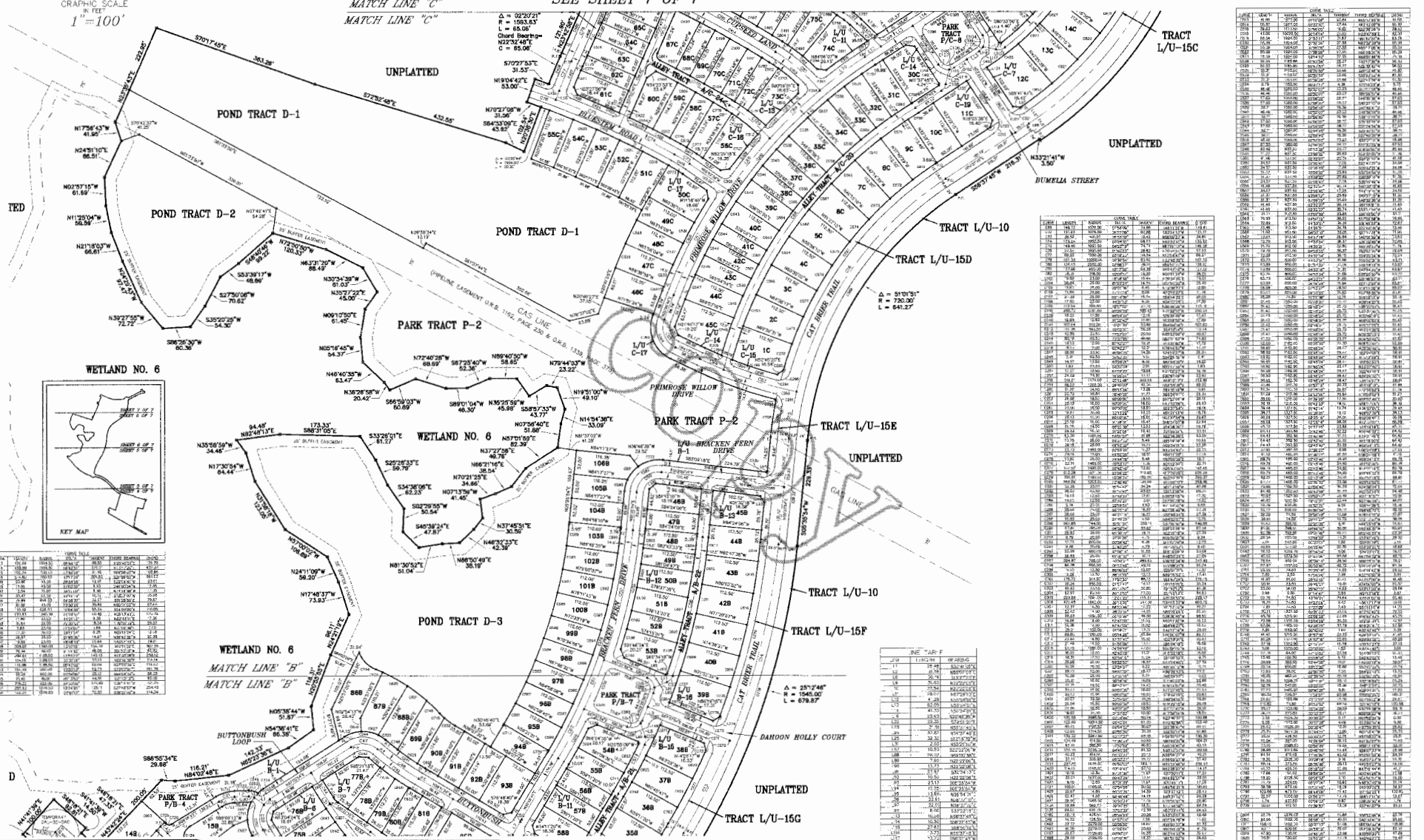
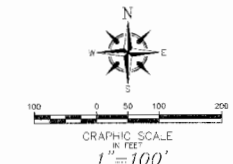


Table with 4 columns: Station, Distance, Bearing, and Remarks. Contains survey data for various points.

Table with 4 columns: Station, Distance, Bearing, and Remarks. Contains survey data for various points.

Large table with multiple columns: Station, Distance, Bearing, and Remarks. Contains detailed survey data for the entire plat.

**BROWN & JOHNSTON, INC.**  
LAND SURVEYING • MAPPING • CONSULTING  
1901 N. 1st St., Suite 100, Ocala, FL 34461  
Phone: (352) 343-7723 Fax: (352) 343-2010  
CERTIFICATE OF AUTHORIZATION NO. LB-7048

**LEGEND**  
• DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED)  
• DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP & L.B. 7048)  
• DENOTES FOUND (UPON RECORD) (AS NOTED)  
• DENOTES 4"x4" IRON PIPE SET W/CAP & L.B. 7048  
• DENOTES IRON AND DISK FIGURE (AS NOTED)      IS = IDENTIFICATION  
• DENOTES FOREMAN'S CONTROL POINT (SET, IRON AND DISK & L.B. 7048)      SR = STATE ROAD  
• CHAINS DISTANCE      P.C. = POINT OF CURVE      P.T. = POINT OF TANGENT  
• CENTRAL ANGLE      P.O.C. = POINT OF COMMENCEMENT      P.R.C. = POINT OF REVERSE CURVE  
• ARC LENGTH      D.R.B. = DEED RECORDS BOOK      L.B. = LICENSED BUSINESS      P.L.C. = POINT OF COMPOUND CURVE

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



BIRCHWOOD NEIGHBORHOODS B & C  
SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST  
OSCEOLA COUNTY, FLORIDA

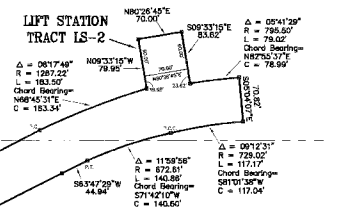
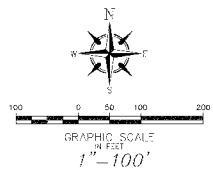


Table with columns for 'LINE', 'LENGTH', 'BEARING', 'CORNERS', 'AREA', 'PERCENTAGE'. Contains detailed survey data for various tracts.

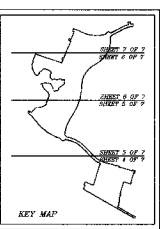
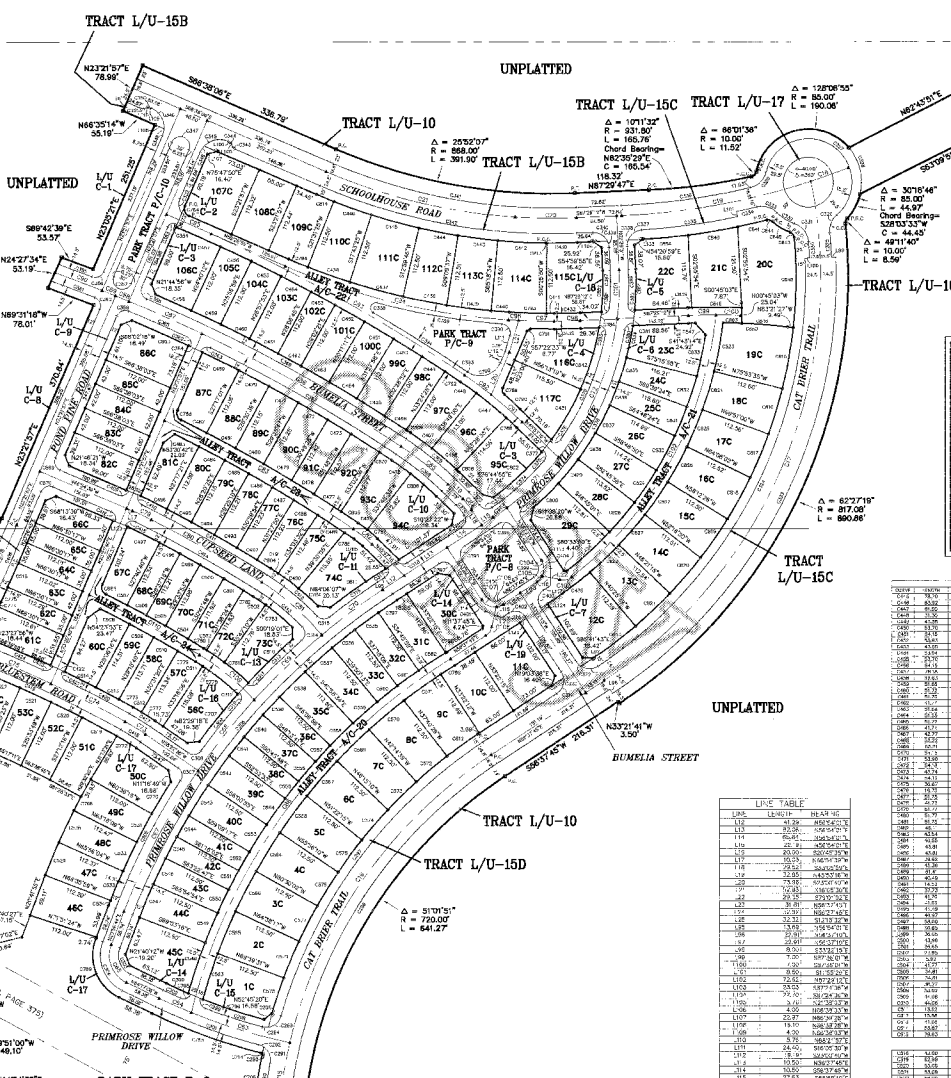
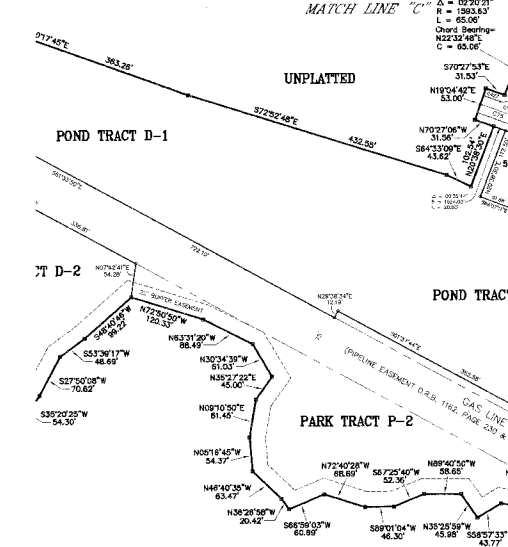


Table with columns for 'LINE', 'LENGTH', 'BEARING', 'CORNERS', 'AREA', 'PERCENTAGE'. Contains detailed survey data for various tracts.

LINE TABLE with columns for 'LINE', 'LENGTH', 'BEARING', 'CORNERS', 'AREA', 'PERCENTAGE'. Contains detailed survey data for various tracts.

Table with columns for 'LINE', 'LENGTH', 'BEARING', 'CORNERS', 'AREA', 'PERCENTAGE'. Contains detailed survey data for various tracts.

Table with columns for 'LINE', 'LENGTH', 'BEARING', 'CORNERS', 'AREA', 'PERCENTAGE'. Contains detailed survey data for various tracts.

BROWN & JOHNSTON, INC. LAND SURVEYING & MAPPING CONSULTING. 2500 S.W. 14th St., Ocala, Florida 32764. PHONE: (407) 651-7729 FAX: (407) 833-3370. CERTIFICATE OF AUTHORIZATION No. LB: 7048.

SEE SHEET 6 OF 7

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

This instrument prepared by and to be returned to:  
Frank M. Mock, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste 2300  
Orlando, Fl 32801

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT  
14P  
CL 2001111029 OR 1910/2605  
PAL Date 07/31/2001 Time 12:00:12

DOC STAMPS:

0.70

NON-EXCLUSIVE TEMPORARY EASEMENT FOR INGRESS AND EGRESS

This Non-Exclusive Temporary Easement For Ingress and Egress (hereinafter the "Easement Agreement") is made and entered into this 26 day of December, 2000, by and between Birchwood Acres Limited Partnership, a Florida (hereinafter referred to as "Grantor") whose address is 4305 Neptune Road, St. Cloud, Florida 34769 and Harmony Community Development District, a special district according to Chapter 189, Florida Statutes, (hereinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33701.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property more particularly described in Exhibit "A" attached hereto (the "District Property"); and

WHEREAS, Grantee has entered into a Property Improvement Acquisition Agreement with Grantor pursuant to which Grantee has acquired that certain parcel of property more particularly described on Exhibit "B" attached hereto (the "Park Property"); and

WHEREAS, the parties hereto desire to establish a temporary easement hereinafter described in connection with the development of the Park Property, and for the benefit of Grantee and its respective successors, and assigns.

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

1. The above recitals are true and correct and incorporated herein by this reference.
2. Grantor hereby grants to Grantee, its successors, and assigns a temporary non-exclusive easement for ingress and egress over and upon the District property for the purpose of providing access, ingress, and egress to the Park Property to and from adjoining public streets and highways.
3. At such time as the District Property is platted with Osceola County, State of Florida and a public road to provide access to the Park Property is dedicated within such plat, this easement and all rights of Grantee inuring hereunder shall automatically terminate and be of no further force and effect. Such termination shall require no further action by the Grantor or Grantee.
4. Grantor and Grantee's liability under Agreement shall be limited to their interest in the District Property and Park Property, respectively, as encumbered from time to time.

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5. No walls, fences or barriers of any sort or kind that would prohibit the flow of traffic shall be constructed or maintained on the District Property by either party.

6. Subject to the limits on liability set forth above, each party does hereby release, indemnify and promise to defend and save harmless the other party from and against any and all liability, loss, damage expense, actions, and claims, including reasonable attorney fees and costs incurred by the other party in defense thereof, asserted or arising directly or indirectly on account of the acts or omissions of the indemnifying party, their servants, agents, licensees, invitees, employees, and contractors; provided, however, this paragraph does not purport to indemnify such party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the party itself, its agents, or employees.

7. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the District Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of the owners and their successors, and assigns, and that nothing in this Agreement express or implied, shall confer upon any person, other than such owners and their successors, and assigns, any rights or remedies under or by reason of this Agreement.

8. This Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed and acknowledged by all of the owners of any portions of the Park Property or District Property and thereafter dully recorded in the Office of the Comptroller of Osceola County, Florida.

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9. It is expressly agreed that no breach, whether or not material, or the provisions of this Agreement shall entitle any owner to cancel, rescind or otherwise terminate this Agreement but such limitation shall not affect, in any manner, any other rights or remedies which any owner may have hereunder by reason of any breach of the provisions of this Agreement

10. If any provision, or a portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby: the remainder of this Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been include; such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

11. This Agreement shall be construed in accordance with the laws of the State of Florida.

12. Any notice demand, request, consent, approval, designation, or other communication made pursuant to this Agreement by one owner to the other owner shall be in writing and shall be given or made or communicated by personal delivery (including courier service), or by United

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States registered or certified mail, returned receipt requested, addressed, in the case of Grantor  
to:

Birchwood Acres Limited Partnership, a Florida limited partnership,  
4305 Neptune Road  
St. Cloud, Florida 34769

and addressed, addressed in the case of Grantor to:  
Harmony Community Development District  
10300 N.W. 11th Manor  
Coral Springs, Fl 33071

Any party may, at any time, change its address for the above purpose by mailing, as aforesaid, at least ten (10) days before the effective date thereof, as notice stating the change and setting forth the new address. Any notice, demand, request consent, approval or designation shall be sent as above provided and be deemed to have been given, made, received and communicated, as the case may be, if by personal delivery, when actually delivered as evidenced by signed receipt, or in the case of mailing, on the date of the same was deposited in the United States Mail in conformity with the above requirements.

13. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A facsimile copy of this Agreement and any signature thereon shall be considered for all purposes originals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, a Florida limited partnership

By: Three E Corporation, a Florida corporation, as its General Partner

By: James L. Lentz  
James L. Lentz  
As its: President

Nancy Clark  
Signature of Witness  
Print Name: Nancy Clark  
Tina Harman  
Signature of Witness  
Print Name: Tina Harman

Signed, sealed and delivered in the presence of:

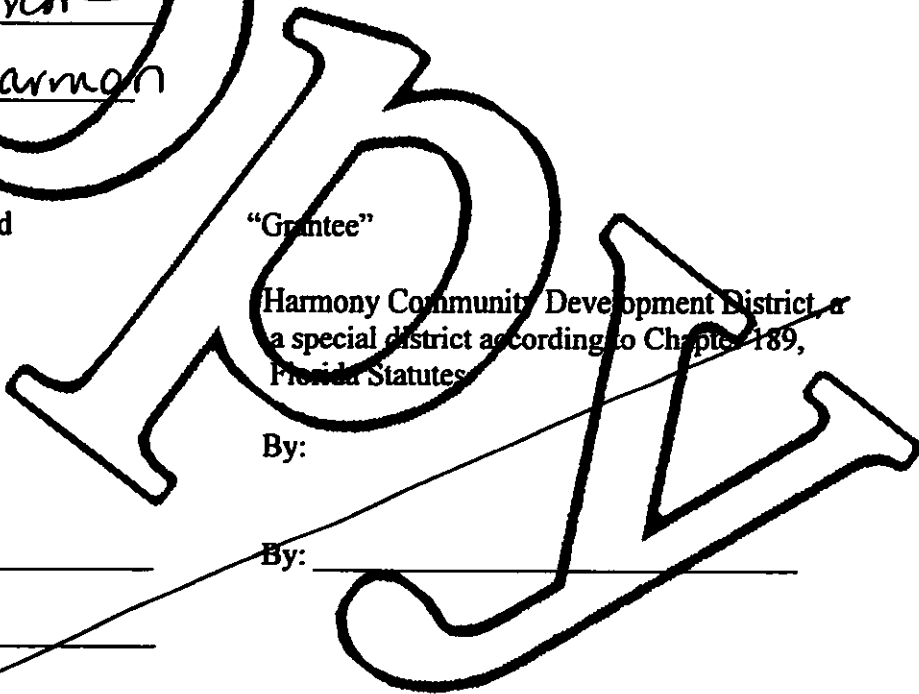
"Grantee"

Harmony Community Development District, a special district according to Chapter 189, Florida Statutes

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

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_



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OR 1910/2611

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, a Florida limited partnership

By: Three E Corporation, a Florida corporation, as its General Partner

By: \_\_\_\_\_  
James L. Lentz  
As its: President

Signature of Witness  
Print Name: \_\_\_\_\_

Signature of Witness  
Print Name \_\_\_\_\_

Signed, sealed and delivered in the presence of:

"Grantee"

Harmony Community Development District, a special district according to Chapter 189, Florida Statutes

By: *Gregory S. Butterfield, Chairman Board of Supervisors*

By: \_\_\_\_\_  
Gregory S. Butterfield

*Marya Zacc*  
Signature of Witness  
Print Name: *Marya Zacc*

*Jennifer Hue*  
Signature of Witness  
Print Name *Jennifer Hue*



CL 2001111029

OR 1910/2612

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of December, 2000, by James L. Lentz, President on behalf of Three E Corporation, as General Partner of Birchwood Acres Limited Partnership, a Florida limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

**COOPY**  
(NOTARY SEAL)

Nancy L. Clark  
(Notary Signature)  
Nancy L. Clark  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_



Nancy L. Clark  
MY COMMISSION # CC981292 EXPIRES  
December 9, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by \_\_\_\_\_ on behalf of Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
(Notary Signature)  
\_\_\_\_\_  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_

STATE OF FLORIDA )

)

) SS.

CL 2001111029

OR 1910/2613

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by James L. Lentz, President on behalf of Three E Corporation, as General Partner of Birchwood Acres Limited Partnership, a Florida limited partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
(Notary Signature)

\_\_\_\_\_  
(Notary Name Printed)

NOTARY PUBLIC

Commission No. \_\_\_\_\_

STATE OF FLORIDA )

)

) SS.

COUNTY OF Miami Dade )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2000, by Greg Buffalera on behalf of Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He/she is personally known to me or has produced N/A as identification.

(NOTARY SEAL)

Ellen M. Colson  
(Notary Signature)

ELLEN M. COLSON  
(Notary Name Printed)

NOTARY PUBLIC

Commission No. CC863050

OFFICIAL NOTARY SEAL  
ELLEN M COLSON  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC863050  
MY COMMISSION EXP. SEPT 7 2003

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land lying in portions of Sections 24 and 25, T 26 S, R 31 E and Sections 19, 20, 29, 30, 31 and 32, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E (being a found 4" X 4" concrete monument), run N. 00° 27' 29" W., along the West line of said Section 30, 2116.59 feet to a point on the Southerly Right of Way line of State Road No. 500 (being a found 4" X 4" concrete monument, with the top broken); thence continue N. 00° 27' 29" W., 76.29 feet to a point on the Northerly Right of Way line of said State Road No. 500; also being the Point of Beginning; thence N.60°13'23"W., a distance of 1,004.40 feet to a point of curve to the right having a radius of 3,786.83 feet, a central angle of 14°32'15", and a chord bearing of N.82°57'16"W., 958.25 feet; thence northwesterly along the arc a distance of 960.82 feet; thence N.74°13'36"E., a distance of 19.99 feet; thence continue easterly along said line, a distance of 52.83 feet; thence N.86°39'44"E., a distance of 46.70 feet; thence N.67°55'33"E., a distance of 44.83 feet; thence N.40°27'24"E., a distance of 47.08 feet; thence N.29°24'37"E., a distance of 114.95 feet; thence N.46°10'04"E., a distance of 45.80 feet; thence N.82°04'45"E., a distance of 52.12 feet; thence S.60°31'56"E., a distance of 49.70 feet; thence S.24°48'26"E., a distance of 47.71 feet; thence S.06°46'14"E., a distance of 53.69 feet; thence S.49°19'43"E., a distance of 26.55 feet; thence S.50°38'42"E., a distance of 199.26 feet; thence S.69°32'18"E., a distance of 37.49 feet; thence N.20°40'07"E., a distance of 81.94 feet; thence N.46°39'34"E., a distance of 37.99 feet; thence N.81°44'12"E., a distance of 34.19 feet; thence S.73°24'27"E., a distance of 38.25 feet; thence S.76°15'11"E., a distance of 141.81 feet; thence N.89°56'08"E., a distance of 197.97 feet; thence N.74°41'16"E., a distance of 194.59 feet; thence N.41°25'54"E., a distance of 75.49 feet; thence N.00°01'04"E., a distance of 163.97 feet; thence N.09°49'03"W., a distance of 383.06 feet; thence N.15°23'23"W., a distance of 303.63 feet; thence N.05°01'15"W., a distance of 224.32 feet; thence N.01°10'32"E., a distance of 145.00 feet; thence N.07°58'13"E., a distance of 193.59 feet; thence N.16°34'52"E., a distance of 168.84 feet; thence N.05°47'03"W., a distance of 357.00 feet; thence N.20°53'30"W., a distance of 335.24 feet; thence N.05°57'55"W., a distance of 60.92 feet; thence N.26°52'00"E., a distance of 72.71 feet; thence N.61°02'00"E., a distance of 47.84 feet; thence N.76°44'45"E., a distance of 110.72 feet; thence N.72°42'26"E., a distance of 120.32 feet; thence S.77°41'35"E., a distance of 99.75 feet; thence S.71°07'45"E., a distance of 115.03 feet; thence S.64°04'34"E., a distance of 121.52 feet; thence S.73°52'55"E., a distance of 173.73 feet; thence S.77°46'51"E., a distance of 378.59 feet; thence S.77°14'21"E., a distance of 106.57 feet; thence S.89°48'15"E., a distance of 225.50 feet; thence N.88°05'24"E., a distance of 223.48 feet; thence N.79°47'00"E., a distance of 215.76 feet; thence N.71°31'22"E., a distance of 221.04 feet; thence N.65°34'36"E., a distance of 260.93 feet; thence N.72°21'07"E., a distance of 191.13 feet; thence N.80°28'00"E., a distance of 314.47 feet; thence S.81°33'40"E., a distance of 210.19 feet; thence S.63°38'11"E., a distance of 145.36 feet; thence S.48°41'42"E., a distance of 151.51 feet; thence S.47°07'37"E., a distance of 206.14 feet; thence S.67°16'54"E., a distance of 140.62 feet; thence S.85°22'43"E., a distance of 191.16 feet; thence N.78°57'37"E., a distance of 160.51 feet; thence N.45°52'34"E., a distance of 100.47 feet; thence N.06°07'18"E., a distance of 183.68 feet; thence N.04°22'07"W., a distance of 221.51 feet; thence S.84°38'10"E., a distance of 193.13 feet; thence S.07°16'24"E., a distance of 254.90 feet; thence S.77°49'02"E., a distance of 121.23 feet; thence N.79°04'37"E., a distance of 129.36 feet; thence S.81°34'02"E., a distance of 148.45 feet; thence N.78°59'05"E., a distance of 230.41 feet; thence N.75°58'32"E., a distance of 255.49 feet; thence N.82°27'43"E., a distance of 143.27 feet; thence N.40°02'32"E., a distance of 91.96 feet; thence N.26°34'31"E., a distance of 103.93 feet; thence N.68°16'00"E., a distance of 82.12 feet; thence S.68°32'11"E., a distance of 129.70 feet; thence N.79°31'39"E., a distance of 69.41 feet; thence S.65°08'05"E., a distance of 65.06 feet; thence S.29°16'47"E., a distance of 76.57 feet; thence S.65°38'28"E., a distance of 131.26 feet; thence N.82°33'59"E., a distance of 102.70 feet; thence S.69°49'34"E., a distance of 91.03 feet; thence S.89°40'07"E., a distance of 89.03 feet; thence N.70°55'38"E., a distance of 83.19 feet; thence S.89°22'59"E., a distance of 221.92 feet; thence S.69°59'35"E., a distance of 98.46 feet; thence S.60°24'46"E., a distance of 184.64 feet;

thence S.46°10'44"E., a distance of 142.24 feet; thence S.38°35'23"W., a distance of 91.08 feet; thence S.23°01'48"E., a distance of 32.07 feet; thence S.68°58'58"E., a distance of 56.41 feet; thence S.30°04'49"E., a distance of 56.06 feet; thence S.17°19'41"W., a distance of 79.33 feet; thence S.43°27'17"W., a distance of 80.28 feet; thence S.23°20'46"W., a distance of 136.67 feet; thence S.39°31'49"W., a distance of 88.43 feet; thence S.64°16'07"W., a distance of 145.65 feet; thence S.41°38'31"W., a distance of 55.43 feet; thence S.07°17'01"W., a distance of 78.29 feet; thence S.26°24'12"W., a distance of 71.91 feet; thence S.48°50'35"W., a distance of 147.15 feet; thence S.11°00'14"E., a distance of 74.42 feet; thence S.12°36'48"W., a distance of 79.78 feet; thence S.28°27'24"W., a distance of 122.76 feet; thence S.32°23'00"W., a distance of 268.90 feet; thence S.19°27'38"W., a distance of 84.25 feet; thence S.05°42'21"W., a distance of 78.38 feet; thence S.07°19'39"W., a distance of 126.97 feet; thence S.29°53'06"W., a distance of 150.93 feet; thence S.32°03'36"W., a distance of 100.15 feet; thence S.37°15'55"W., a distance of 120.01 feet; thence S.44°53'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°43'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°06'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°25'34"W., a distance of 164.56 feet; thence S.05°48'45"W., a distance of 159.14 feet; thence S.10°15'19"E., a distance of 189.83 feet; thence S.42°49'07"E., a distance of 288.98 feet; thence S.38°19'26"E., a distance of 267.38 feet; thence S.38°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.59°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.28°04'58"E., a distance of 136.87 feet; thence N.62°00'21"E., a distance of 139.54 feet; thence N.85°46'15"E., a distance of 134.79 feet; thence S.64°35'35"E., a distance of 101.32 feet; thence S.10°36'27"E., a distance of 161.64 feet; thence N.50°08'19"E., a distance of 175.86 feet; thence N.66°40'55"W., a distance of 70.74 feet; thence N.35°28'27"W., a distance of 147.51 feet; thence N.26°58'59"W., a distance of 227.93 feet; thence N.26°32'21"W., a distance of 164.57 feet; thence N.14°54'44"W., a distance of 90.45 feet; thence N.23°29'05"E., a distance of 68.20 feet; thence N.29°13'57"E., a distance of 76.89 feet; thence N.14°57'11"E., a distance of 115.23 feet; thence N.39°31'46"E., a distance of 97.95 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.08°42'07"E., a distance of 126.60 feet; thence N.31°49'06"E., a distance of 104.86 feet; thence N.50°54'04"E., a distance of 133.71 feet; thence N.76°16'42"E., a distance of 122.54 feet; thence N.26°32'58"E., a distance of 109.00 feet; thence N.55°54'46"E., a distance of 157.23 feet; thence N.07°05'59"E., a distance of 48.40 feet; thence N.22°28'06"W., a distance of 136.76 feet; thence N.35°45'17"W., a distance of 204.88 feet; thence N.49°43'05"W., a distance of 125.18 feet; thence N.15°22'36"W., a distance of 72.78 feet; thence N.06°45'32"E., a distance of 95.03 feet; thence N.25°50'31"E., a distance of 125.55 feet; thence N.32°58'21"E., a distance of 241.53 feet; thence N.25°27'47"E., a distance of 184.39 feet; thence N.24°40'25"E., a distance of 162.54 feet; thence N.33°55'09"E., a distance of 209.31 feet; thence N.33°09'35"E., a distance of 230.29 feet; thence N.62°58'01"E., a distance of 89.27 feet; thence S.06°48'49"E., a distance of 35.96 feet; thence N.01°26'05"E., a distance of 48.79 feet; thence N.30°31'39"E., a distance of 116.31 feet; thence N.48°22'58"E., a distance of 120.58 feet; thence N.23°27'45"E., a distance of 135.04 feet; thence N.15°08'58"W., a distance of 110.36 feet; thence N.25°28'12"W., a distance of 244.31 feet; thence N.28°06'13"W., a distance of 172.87 feet; thence N.07°32'49"W., a distance of 104.27 feet; thence N.03°28'37"E., a distance of 117.54 feet; thence N.22°19'02"W., a distance of 78.40 feet; thence N.30°52'36"W., a distance of 144.54 feet; thence N.15°36'17"W., a distance of 150.68 feet; thence N.00°09'12"E., a distance of 160.40 feet; thence N.33°49'20"E., a distance of 47.85 feet; thence N.68°41'58"E., a distance of 50.49 feet; thence N.71°42'50"E., a distance of 81.17 feet; thence N.59°09'20"E., a distance of 121.60 feet; thence N.84°51'29"E., a distance of 106.60 feet; thence S.70°25'07"E., a distance of 119.57 feet; thence S.68°47'05"E., a distance of 293.37 feet; thence S.45°08'54"E., a distance of 59.39 feet; thence S.18°03'36"E., a distance of 205.37 feet; thence S.53°04'49"E., a distance of 53.52 feet; thence S.82°33'13"E., a distance of 123.38 feet; thence S.67°20'19"E., a distance of 125.97 feet; thence S.42°31'13"E., a distance of 98.20 feet; thence S.16°52'48"E., a distance of 60.02 feet; thence S.32°50'43"W., a distance of 55.58 feet; thence S.73°19'14"W., a distance of 32.39 feet; thence S.87°58'04"W., a distance of 154.06 feet; thence S.41°23'51"W., a distance of 46.70 feet; thence

S.10°15'13"E., a distance of 71.86 feet; thence S.59°09'03"E., a distance of 132.74 feet; thence N.84°08'38"E., a distance of 46.37 feet; thence N.36°44'46"E., a distance of 227.34 feet; thence S.71°52'29"E., a distance of 403.14 feet; thence N.82°00'50"E., a distance of 53.60 feet; thence S.38°44'39"E., a distance of 118.22 feet; thence S.63°38'06"E., a distance of 107.96 feet; thence S.82°29'54"E., a distance of 91.47 feet; thence S.37°47'10"E., a distance of 53.12 feet; thence N.83°46'44"E., a distance of 108.72 feet; thence S.87°41'29"E., a distance of 100.10 feet; thence N.64°38'19"E., a distance of 464.69 feet; thence N.89°16'17"E., a distance of 86.03 feet; thence S.51°36'34"E., a distance of 71.23 feet; thence S.14°23'47"E., a distance of 141.83 feet; thence S.08°24'31"W., a distance of 97.45 feet; thence S.56°19'40"W., a distance of 54.91 feet; thence S.80°37'00"W., a distance of 126.99 feet; thence S.43°08'49"E., a distance of 111.73 feet; thence S.07°20'59"E., a distance of 113.82 feet; thence S.27°01'32"W., a distance of 103.02 feet; thence S.41°29'41"W., a distance of 119.95 feet; thence S.61°10'24"W., a distance of 219.05 feet; thence S.14°22'52"W., a distance of 149.33 feet; thence S.03°40'58"W., a distance of 134.37 feet; thence S.01°27'42"W., a distance of 186.11 feet; thence S.05°51'20"E., a distance of 144.67 feet; thence S.13°24'51"W., a distance of 83.29 feet; thence S.95°21'12"W., a distance of 73.01 feet; thence S.66°00'55"W., a distance of 35.99 feet; thence S.71°07'29"W., a distance of 169.55 feet; thence S.03°12'02"E., a distance of 30.53 feet; thence S.09°13'06"E., a distance of 102.63 feet; thence S.09°07'35"W., a distance of 117.47 feet; thence S.02°58'22"E., a distance of 51.08 feet; thence S.17°51'11"E., a distance of 104.63 feet; thence S.16°17'00"E., a distance of 358.03 feet; thence S.10°05'02"E., a distance of 162.39 feet; thence S.93°39'27"W., a distance of 197.38 feet; thence S.16°51'48"W., a distance of 148.41 feet; thence S.23°51'07"W., a distance of 878.40 feet; thence S.37°38'12"W., a distance of 111.39 feet; thence S.83°42'53"W., a distance of 118.24 feet; thence S.96°53'47"W., a distance of 103.56 feet; thence S.23°49'34"W., a distance of 233.30 feet; thence S.43°12'56"W., a distance of 284.79 feet; thence S.55°45'48"W., a distance of 174.66 feet; thence S.24°17'36"E., a distance of 221.15 feet; thence S.23°23'54"W., a distance of 123.21 feet; thence N.84°58'18"W., a distance of 148.70 feet; thence S.81°37'01"W., a distance of 365.07 feet; thence N.54°09'21"W., a distance of 194.69 feet; thence S.50°56'01"W., a distance of 56.06 feet; thence S.13°18'43"W., a distance of 225.35 feet; thence N.80°13'47"E., a distance of 153.38 feet; thence S.76°14'31"E., a distance of 145.22 feet; thence S.65°20'22"E., a distance of 124.00 feet; thence S.35°13'45"E., a distance of 104.11 feet; thence S.02°14'08"W., a distance of 58.30 feet; thence S.02°19'27"W., a distance of 90.74 feet; thence S.85°05'11"W., a distance of 166.46 feet; thence N.67°11'31"W., a distance of 138.10 feet; thence N.84°08'17"W., a distance of 106.42 feet; thence S.62°39'24"W., a distance of 75.70 feet; thence S.10°57'22"W., a distance of 19.06 feet; thence S.50°05'40"W., a distance of 156.67 feet; thence S.85°45'15"W., a distance of 77.83 feet; thence S.42°46'38"W., a distance of 146.62 feet; thence N.42°31'21"W., a distance of 165.33 feet; thence N.18°00'29"W., a distance of 510.78 feet; thence N.00°46'35"W., a distance of 120.44 feet; thence N.77°00'27"W., a distance of 93.93 feet; thence S.41°21'28"W., a distance of 271.07 feet; thence S.50°13'01"W., a distance of 212.96 feet; thence S.60°53'42"W., a distance of 221.24 feet; thence S.36°47'29"E., a distance of 205.40 feet; thence S.84°06'38"E., a distance of 254.32 feet; thence S.70°17'22"E., a distance of 363.80 feet; thence S.30°48'39"E., a distance of 168.60 feet; thence N.79°42'48"E., a distance of 224.81 feet; thence S.54°47'14"E., a distance of 115.98 feet; thence S.69°58'07"E., a distance of 115.42 feet; thence N.39°35'05"E., a distance of 200.09 feet; thence N.48°43'27"E., a distance of 162.90 feet; thence N.86°21'05"E., a distance of 118.53 feet; thence S.42°06'01"E., a distance of 166.49 feet; thence S.13°03'41"E., a distance of 71.44 feet; thence S.53°08'57"W., a distance of 148.71 feet; thence S.38°03'49"W., a distance of 139.86 feet; thence S.55°40'56"W., a distance of 212.67 feet; thence S.55°54'10"W., a distance of 284.66 feet; thence N.87°25'11"W., a distance of 111.40 feet; thence N.82°03'47"W., a distance of 235.19 feet; thence S.88°30'44"W., a distance of 230.97 feet; thence S.58°51'57"W., a distance of 100.76 feet; thence N.67°43'09"W., a distance of 99.94 feet; thence N.64°55'29"W., a distance of 147.57 feet; thence N.88°50'59"W., a distance of 265.00 feet; thence S.14°34'58"W., a distance of 158.79 feet; thence S.02°59'21"W., a distance of 154.69 feet; thence S.21°44'41"E., a distance of 159.48 feet; thence S.07°03'24"W., a distance of 142.64 feet; thence S.19°07'55"E., a distance of 177.70 feet; thence S.22°03'35"W., a distance of 99.38 feet;

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DR 1910/2617

thence S.35°27'00"W., a distance of 112.21 feet; thence S.20°14'12"W., a distance of 105.00 feet; thence S.64°27'24"W., a distance of 59.16 feet; thence S.32°08'29"W., a distance of 83.78 feet, to a point on the Northerly Right of Way line of State Road No. 500; thence N.60°13'23"W., along said Northerly Right of Way line, a distance of 6,437.64 feet to the POINT OF BEGINNING.

Containing 995.95 acres, more or less.

COOPY

CL 2001111029

OR 1910/2618

**EXHIBIT "B"**

A parcel of land lying in portions of Sections 24 and 25, Township 26 South, Range 31 East, and Sections 19 and 30, Township 26 South, Range 32 East, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, Township 26 South, Range 32 East (being a found 4" x 4" concrete monument), run North 00° 27' 29" West, along the West line of said Section 30, 2116.59 ft. to a point on the Southerly right of way line of State Road No. 500 (being a found 4" x 4" concrete monument with the top broken); thence continue North 00° 27' 29" West, 3235.14 ft. to the Point of Beginning; run thence South 81° 18' 39" West, 311.27 ft; run thence South 72° 28' 49" West, 139.11 ft; run thence North 17° 04' 20" West, 103.39 ft; run thence North 20° 14' 57" West, 294.96 ft; run thence North 50° 41' 50" East, 21.17 ft; run thence North 86° 55' 34" East, 77.02 ft; run thence North 52° 58' 49" East, 69.70 ft; run thence South 80° 04' 47" East, 64.23 ft; run thence North 64° 19' 08" East, 76.29 ft; run thence South 80° 17' 28" East, 107.17 ft; run thence South 66° 04' 58" East, 120.09 ft; run thence South 75° 12' 33" East, 99.60 ft; run thence South 68° 48' 29" East, 69.00 ft; run thence South 60° 47' 25" East, 73.78 ft; run thence South 63° 38' 40" East, 97.40 ft; run thence South 75° 31' 08" East, 129.26 ft; run thence South 77° 38' 37" East, 115.21 ft; run thence South 84° 14' 24" East, 111.16 ft; run thence South 80° 47' 15" East, 133.71 ft; run thence South 66° 11' 21" East, 103.43 ft; run thence South 88° 49' 46" East, 104.75 ft; run thence South 56° 16' 44" East, 37.15 ft; run thence North 89° 25' 25" East, 84.76 ft; run thence North 74° 06' 58" East, 86.28 ft; run thence North 88° 10' 23" East, 19.94 ft; run thence North 67° 13' 49" East, 50.46 ft; run thence South 85° 25' 39" East, 126.04 ft; run thence South 87° 12' 26" East, 68.50 ft; run thence South 86° 12' 52" East, 39.81 ft; run thence North 77° 03' 54" East, 69.96 ft; run thence North 73° 41' 16" East, 85.41 ft; run thence North 75° 42' 18" East, 128.72 ft; run thence North 80° 17' 28" East, 109.82 ft; run thence North 57° 10' 13" East, 93.51 ft; run thence North 48° 51' 09" East, 71.34 ft; run thence North 63° 40' 17" East, 107.86 ft; run thence North 74° 37' 28" East, 159.52 ft; run thence North 89° 44' 17" East, 88.59 ft; run thence North 82° 52' 09" East, 83.51 ft; run thence North 65° 23' 08" East, 76.30 ft; run thence South 19° 31' 56" East, 70.42 ft; run thence North 63° 08' 45" East, 43.40 ft; run thence North 79° 58' 21" East, 86.10 ft; run thence South 85° 26' 46" East, 144.54 ft; run thence South 88° 58' 50" East, 136.02 ft; run thence South 60° 10' 25" East, 106.10 ft; run thence South 08° 22' 20" East, 67.49 ft; run thence South 51° 28' 04" East, 90.65 ft; run thence South 43° 32' 43" East, 65.55 ft; run thence South 28° 39' 42" East, 96.91 ft; run thence South 55° 55' 10" East, 72.55 ft; run thence South 76° 09' 25" East, 72.75 ft; run thence North 84° 18' 47" East, 84.72 ft; run thence North 88° 59' 15" East, 110.66 ft; run thence North 78° 13' 33" East, 58.23 ft; run thence North 81° 45' 37" East, 99.94 ft; run thence North 60° 19' 13" East, 63.76 ft; run thence North 39° 17' 26" East, 21.91 ft; run thence South 34° 36' 54" East, 39.73 ft; run thence South 13° 24' 51" East, 336.66 ft. to a point on a 988.0 ft. radius curve concave to the North; run thence along the arc of said curve, 102.34 ft. through a central angle of 05° 03' 27" (chord bearing South 84° 102.29 ft.) to the Point of Tangency; run thence South 87° 29' 47" West, 115.32 ft. to the Point of Curvature of a 868.0 ft. radius curve concave to the Northeast; run thence along the arc of said curve, 391.90 ft. through a central angle of 25° 52' 07" (chord bearing North 79° 388.58 ft.) to the Point of Tangency; run thence North 66° 38' 06" West, 660.36 ft. to the Point of Curvature of a 882.0 ft. radius curve concave to the Southeast; run thence along the arc of said curve, 1385.67 ft. through a central angle of 90° 00' 54" (chord bearing South 68° 1247.50 ft.); run thence North 69° 29' 07" West, non-tangent to aforesaid curve, 78.58 ft; run thence North 61° 35' 06" West, 794.99 ft. to a point on a 785.31 ft. radius curve concave to the Southwest; run thence along the arc of said curve, 356.52 ft. through a central angle of 26° 00' 41" (chord bearing North 76° 353.46 ft.); run thence South 81° 18' 39" West, non-tangent to aforesaid curve, 319.10 ft. to the Point of Beginning.

+ 55.2.10

Prepared by and Return to:  
Mark S. Lieblich, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY 12P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2002171814 OR 2125/2078  
DLB Date 10/10/2002 Time 10:31:22

DOC STAMPS: 0.70

DRAINAGE EASEMENT

This Drainage Easement (hereinafter the "Easement Agreement") is made and entered into this 7<sup>th</sup> day of June, 2002, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 4305 Neptune Road, St. Cloud, Florida 34769 and Harmony Community Development District, a special district according to chapter 189, Florida Statutes, (herinafter referred to as "Grantee") with an address of 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33071

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property more particularly described in Exhibit "A" attached hereto (the "District Property"); and

WHEREAS, Grantor is the permittee of a certain South Florida Water Management District ("SFWMD") Permit No. 49-01058-P (the "Permit") concerning the surface water management system for a portion of the District Property; and

WHEREAS, certification of the completion of construction of the surface water



management system which is the subject of the Permit has been accepted by SFWMD and incorporated into the SFWMD Permit file; and

WHEREAS, by separate instrument Grantor and Grantee intend to transfer the Permit to Grantee and to designate Grantee as the responsible operating entity for the operation phase of the Permit; and

WHEREAS, until transfer of the Permit to Grantee has been effected and accepted by SFWMD, Grantor shall remain liable for compliance with the Permit; and

WHEREAS, the parties hereto desire to establish a perpetual, non-exclusive easement for the term hereinafter described to provide Grantee with the right to utilize certain property and facilities for such purposes and subject to such terms and conditions as are more particular described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Grantor hereby grants to Grantee, its successors, and assigns a perpetual, non-exclusive easement (the "Easement") for ingress and egress; surface water management, drainage, transmission, retention and detention; and installation, maintenance, repair, replacement and operation of all structures, ponds, facilities, equipment and infrastructure as may be reasonably necessary to maintain compliance with the Permit.

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3. The property subject to the Easement (the "Easement Property") shall initially be the entire District Property.

4. The Easement shall be modified from time to time hereafter to more narrowly describe the Easement Property as the property upon which the surface water management system, including but not limited to all related structures, ponds, facilities, equipment and infrastructure exists together with such additional property as may be necessary to ensure that Grantee will at all times have free and clear access to the surface water management system and the ability to temporarily utilize adjacent property for the purpose of performing its obligations to operate and maintain such system.

5. The Easement Property may be further modified by Grantor from time to time to provide for the relocation of any portions of the surface water management system, including but not limited to all related structures, ponds, facilities, equipment and infrastructure as may be necessary or desirable in Grantor's sole and absolute discretion to maintain compliance with the Permit or to provide for the development of the District Property.

6. Upon any amendment of this Easement Agreement to modify the description of the Easement Property the Easement shall automatically be deemed terminated and released for all purposes from any property that is not included in such modified legal description.

7. Grantee hereby covenants to join into any and all amendments to this Easement Agreement or other instruments concerning the Permit as may be reasonably requested by Grantor to maintain compliance with the Permit or to provide for the development of the District Property.

8. The terms and provisions of this Easement Agreement shall be binding

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upon and inure to the benefit of Grantor and Grantee and their heirs, representatives, successors, and assigns. The benefits and burdens hereof shall run with the land and be appurtenant thereto, with the effect that any person or entity which acquires an interest in the Easement Property shall be entitled to the benefits and be bound by the burdens hereof.

9. Grantor's and Grantee's liability under this Easement Agreement shall be limited to their interests in the District Property and the Easement Property, respectively, as encumbered from time to time.

10. No walls, fences or barriers of any sort or kind that would prohibit the use of the Easement shall be constructed or maintained on the Easement Property by either party.

11. Subject to the limits on liability set forth above, each party does hereby release, indemnify and promise to defend and save harmless the other party from and against any and all liability, loss, damage expense, actions, and claims, including reasonable attorney fees and costs incurred by the other party in defense thereof, asserted or arising directly or indirectly on account of the acts or omissions of the indemnifying party, their servants, agents, licensees, invitees, employees, and contractors, provided, however, this paragraph does not purport to indemnify such party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the party, its son, its agents, or employees.

12. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the District Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Easement Agreement is for the exclusive benefit of the parties and their successors, and assigns, and that nothing in this Easement Agreement express or implied, shall confer upon any person, other than

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the parties, and their successors, and assigns, any rights or remedies under or by reason of this Easement Agreement.

13. Except as expressly set forth herein, this Easement Agreement may be amended or modified at any time only by an agreement in writing mutually agreed to, executed and acknowledged by the parties and thereafter duly recorded in the Public Records of Osceola County, Florida.

14. It is expressly agreed that no breach, whether or not material, of the provisions of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Easement Agreement.

15. If any provision, or a portion thereof, of this Easement Agreement, or the application thereto to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Easement Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included and such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

16. This Easement Agreement shall be construed in accordance with the laws of the State of Florida.

17. Any notice demand, request, consent, approval, designation, or other communication made pursuant to this Easement Agreement by one party to the other shall be in

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writing and shall be given or made or communicated by personal delivery (including courier service), or by United States registered or certified mail, returned receipt requested, addressed, in the case of Grantor to:

Birchwood Acres Limited Partnership, LLLP  
4305 Neptune Road  
St. Cloud, Florida 34769

and in the case of Grantee to:

Harmony Community Development District  
10000 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

Any party may, at any time, change its address for the above purpose by mailing, as aforesaid, at least then (10) days before the effective date thereof, as notice stating the change and setting forth the new address. Any notice, demand, request, consent, approval or designation shall be sent as above provided and be deemed to have been given, made, received and communicated, as the case may be, if by personal delivery, when actually delivered as evidenced by signed receipt, or in the case of mailing, on the date of the same was deposited in the United States Mail in conformity with the above requirements.

18. This Easement Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A facsimile copy of this Easement Agreement and any signature thereon shall be considered for all purposes originals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of the day and year first above written.

Signed, sealed and delivered

"Grantor"

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in the presence of:

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

By: Three E Corporation, a Florida corporation,  
as its General Partner

[Signature]  
Signature of Witness  
Print Name: VANCE SMITH, JR.

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: CAROLYN M. MARTIN

Signed, sealed and delivered  
in the presence of:

Grantee  
Harmony Community Development District, a  
special district according to Chapter 189,  
Florida Statutes

[Signature]  
Signature of Witness  
Print Name: Brenda L. Wright

By: [Signature]  
Print Name: GARY L. FORTNA  
As its: SECRETARY / MANAGER

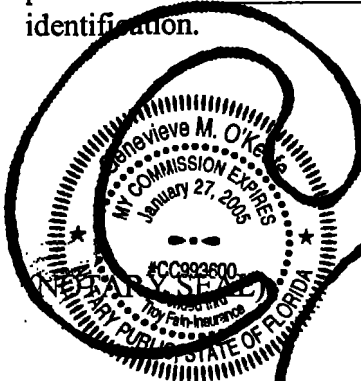
[Signature]  
Signature of Witness  
Print Name: LORI DESROSIERS

CL 2002171814

OR 2125/2085

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2002, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



Genevieve M. O'Keefe  
(Notary Signature)

GENEVIEVE M. O'KEEFE  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. CC 993 600

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2002, by Gary L. Meyer, as Secretary, of the Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He is personally known to me or has produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Brenda L. Wright  
(Notary Signature)

Brenda L. Wright  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD 031560

**EXHIBIT "A"**

**DISTRICT PROPERTY**

A parcel of land lying in portions of Sections 24 and 25, T 26 S, R 31 E and Sections 19, 20, 29, 30, 31 and 32, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E (being a found 4" X 4" concrete monument), run N. 00° 27' 29" W., along the West line of said Section 30, 2116.59 feet to a point on the Southerly Right of Way line of State Road No. 500 (being a found 4" X 4" concrete monument, with the top broken); thence continue N. 00° 27' 29" W., 76.29 feet to a point on the Northerly Right of Way line of said State Road No. 500; also being the Point of Beginning; thence N.60°13'23"W., a distance of 1,004.40 feet to a point of curve to the right having a radius of 3,786.83 feet, a central angle of 14°32'15", and a chord bearing of N.52°57'16"W., a distance of 358.25 feet; thence northwesterly along the arc a distance of 960.82 feet; thence N.74°13'35"E., a distance of 19.99 feet; thence continue easterly along said line, a distance of 52.83 feet; thence N.86°39'4"E., a distance of 46.70 feet; thence N.67°55'33"E., a distance of 44.33 feet; thence N.40°27'24"E., a distance of 47.08 feet; thence N.29°24'37"E., a distance of 114.95 feet; thence N.46°0'04"E., a distance of 45.80 feet; thence N.82°04'45"E., a distance of 52.12 feet; thence S.60°31'56"E., a distance of 49.70 feet; thence S.24°48'26"E., a distance of 47.74 feet; thence S.06°46'14"E., a distance of 53.69 feet; thence S.19°19'43"E., a distance of 26.55 feet; thence S.50°30'42"E., a distance of 195.26 feet; thence S.19°32'18"E., a distance of 37.49 feet; thence N.28°10'07"E., a distance of 81.94 feet; thence N.40°39'34"E., a distance of 37.99 feet; thence N.81°44'12"E., a distance of 34.19 feet; thence S.73°24'27"E., a distance of 38.25 feet; thence S.76°15'31"E., a distance of 141.81 feet; thence N.19°56'08"E., a distance of 193.97 feet; thence N.74°42'16"E., a distance of 194.59 feet; thence N.41°25'54"E., a distance of 76.49 feet; thence N.00°01'04"E., a distance of 163.97 feet; thence N.09°49'03"W., a distance of 383.06 feet; thence N.15°23'23"W., a distance of 303.68 feet; thence N.05°05'15"W., a distance of 224.32 feet; thence N.01°10'32"E., a distance of 145.00 feet; thence N.77°58'42"E., a distance of 193.59 feet; thence N.18°34'52"E., a distance of 168.84 feet; thence N.15°47'03"W., a distance of 357.00 feet; thence N.20°53'30"W., a distance of 335.24 feet; thence N.05°57'55"W., a distance of 60.92 feet; thence N.26°52'00"E., a distance of 72.71 feet; thence N.61°02'00"E., a distance of 17.84 feet; thence N.76°44'45"E., a distance of 110.72 feet; thence N.72°42'20"E., a distance of 120.32 feet; thence S.77°41'35"E., a distance of 99.75 feet; thence S.71°00'45"E., a distance of 115.07 feet; thence S.64°04'34"E., a distance of 121.52 feet; thence S.73°32'55"E., a distance of 373.13 feet; thence S.77°46'51"E., a distance of 378.59 feet; thence S.77°14'21"E., a distance of 206.57 feet; thence S.89°48'15"E., a distance of 225.50 feet; thence N.88°05'24"E., a distance of 227.48 feet; thence N.79°47'00"E., a distance of 215.76 feet; thence N.71°31'22"E., a distance of 221.04 feet; thence N.65°31'36"E., a distance of 260.93 feet; thence N.72°24'07"E., a distance of 191.13 feet; thence N.80°28'00"E., a distance of 314.47 feet; thence S.81°33'40"E., a distance of 210.19 feet; thence S.63°38'11"E., a distance of 145.36 feet; thence S.48°41'42"E., a distance of 151.51 feet; thence S.47°07'37"E., a distance of 206.14 feet; thence S.67°16'54"E., a distance of 140.62 feet; thence S.85°22'43"E., a distance of 196.16 feet; thence N.78°57'37"E., a distance of 180.51 feet; thence N.45°52'34"E., a distance of 100.47 feet; thence N.06°07'18"E., a distance of 183.68 feet; thence N.04°22'07"W., a distance of 221.51 feet; thence S.84°38'10"E., a distance of 193.13 feet; thence S.07°16'24"E., a distance of 254.90 feet; thence S.77°49'02"E., a distance of 122.23 feet; thence N.79°04'37"E., a distance of 129.36 feet; thence S.81°34'02"E., a distance of 148.43 feet; thence N.78°59'05"E., a distance of 230.41 feet; thence N.75°58'32"E., a distance of 255.49 feet; thence N.82°27'43"E., a distance of 143.27 feet; thence N.40°02'32"E., a distance of 91.96 feet; thence N.26°34'31"E., a distance of 103.93 feet; thence N.68°16'00"E., a distance of 82.12 feet; thence S.68°32'11"E., a distance of 129.70 feet; thence N.79°31'39"E., a distance of 69.41 feet; thence S.65°08'05"E., a distance of 65.06 feet; thence S.29°16'47"E., a distance of 76.57 feet; thence S.65°38'28"E., a distance of 131.26 feet; thence N.82°33'59"E., a distance of 102.70 feet; thence



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S.69°49'34"E., a distance of 91.03 feet; thence S.89°40'07"E., a distance of 89.03 feet; thence N.70°55'38"E., a distance of 83.19 feet; thence S.89°22'59"E., a distance of 221.92 feet; thence S.69°59'35"E., a distance of 98.46 feet; thence S.60°24'46"E., a distance of 184.64 feet; thence S.46°10'44"E., a distance of 142.24 feet; thence S.38°35'23"W., a distance of 91.08 feet; thence S.23°01'48"E., a distance of 32.07 feet; thence S.68°58'58"E., a distance of 56.41 feet; thence S.30°04'49"E., a distance of 56.06 feet; thence S.17°19'41"W., a distance of 79.33 feet; thence S.43°27'17"W., a distance of 80.28 feet; thence S.23°20'46"W., a distance of 136.67 feet; thence S.39°31'49"W., a distance of 88.43 feet; thence S.64°16'07"W., a distance of 145.65 feet; thence S.41°38'31"W., a distance of 55.43 feet; thence S.07°17'01"W., a distance of 78.29 feet; thence S.26°24'12"W., a distance of 71.91 feet; thence S.48°50'35"W., a distance of 147.15 feet; thence S.11°00'14"E., a distance of 74.42 feet; thence S.12°36'48"W., a distance of 79.78 feet; thence S.28°27'24"W., a distance of 122.76 feet; thence S.32°23'00"W., a distance of 268.90 feet; thence S.19°27'38"W., a distance of 84.25 feet; thence S.05°42'21"W., a distance of 78.38 feet; thence S.07°19'39"W., a distance of 126.97 feet; thence S.29°53'06"W., a distance of 150.93 feet; thence S.32°03'36"W., a distance of 198.15 feet; thence S.37°15'55"W., a distance of 120.01 feet; thence S.44°13'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°13'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°16'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°27'34"W., a distance of 164.59 feet; thence S.05°48'45"W., a distance of 159.14 feet; thence S.10°15'19"E., a distance of 189.83 feet; thence S.42°49'07"E., a distance of 288.98 feet; thence S.38°19'26"E., a distance of 297.38 feet; thence S.18°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.19°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.18°14'56"E., a distance of 115.87 feet; thence N.62°00'21"E., a distance of 139.54 feet; thence N.85°46'15"E., a distance of 134.79 feet; thence S.64°35'35"E., a distance of 101.32 feet; thence S.46°39'27"E., a distance of 161.64 feet; thence N.50°08'19"E., a distance of 175.86 feet; thence N.66°49'55"W., a distance of 70.74 feet; thence N.35°28'27"W., a distance of 147.51 feet; thence N.26°58'59"W., a distance of 225.93 feet; thence N.26°32'21"W., a distance of 184.57 feet; thence N.14°54'44"W., a distance of 96.45 feet; thence N.23°29'05"E., a distance of 68.20 feet; thence N.29°13'57"E., a distance of 76.89 feet; thence N.14°57'11"E., a distance of 115.23 feet; thence N.39°34'46"E., a distance of 97.93 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.08°42'07"E., a distance of 126.60 feet; thence N.31°49'06"E., a distance of 104.86 feet; thence N.56°51'04"E., a distance of 133.71 feet; thence N.76°16'42"E., a distance of 122.54 feet; thence N.26°32'59"E., a distance of 109.00 feet; thence N.55°54'46"E., a distance of 157.29 feet; thence N.07°05'59"E., a distance of 43.40 feet; thence N.22°28'06"W., a distance of 136.76 feet; thence N.35°45'47"W., a distance of 204.88 feet; thence N.49°43'05"W., a distance of 125.18 feet; thence N.15°22'36"W., a distance of 72.78 feet; thence N.06°45'32"E., a distance of 95.03 feet; thence N.25°50'31"E., a distance of 125.55 feet; thence N.32°58'21"E., a distance of 244.53 feet; thence N.25°27'47"E., a distance of 174.39 feet; thence N.24°40'25"E., a distance of 162.54 feet; thence N.33°56'09"E., a distance of 209.31 feet; thence N.33°09'35"E., a distance of 230.29 feet; thence N.62°58'04"E., a distance of 99.27 feet; thence S.86°48'49"E., a distance of 35.96 feet; thence N.01°26'05"E., a distance of 48.79 feet; thence N.30°31'39"E., a distance of 116.31 feet; thence N.48°12'58"E., a distance of 120.58 feet; thence N.23°27'45"E., a distance of 135.04 feet; thence N.15°08'58"W., a distance of 110.36 feet; thence N.25°28'12"W., a distance of 244.31 feet; thence N.28°06'13"W., a distance of 172.87 feet; thence N.07°32'42"W., a distance of 154.27 feet; thence N.03°28'37"E., a distance of 117.54 feet; thence N.22°19'02"W., a distance of 78.40 feet; thence N.30°52'36"W., a distance of 144.54 feet; thence N.15°36'17"W., a distance of 150.68 feet; thence N.00°09'12"E., a distance of 160.40 feet; thence N.33°49'20"E., a distance of 47.85 feet; thence N.68°41'58"E., a distance of 50.49 feet; thence N.71°42'50"E., a distance of 81.17 feet; thence N.59°09'20"E., a distance of 121.60 feet; thence N.84°51'29"E., a distance of 106.60 feet; thence S.70°25'07"E., a distance of 119.57 feet; thence S.68°47'05"E., a distance of 293.37 feet; thence S.45°08'54"E., a distance of 59.39 feet; thence S.18°03'36"E., a distance of 205.37 feet; thence S.53°04'49"E., a distance of 53.52 feet; thence

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S.82°33'13"E., a distance of 123.38 feet; thence S.67°20'19"E., a distance of 125.97 feet; thence S.42°31'13"E., a distance of 98.20 feet; thence S.16°52'48"E., a distance of 60.02 feet; thence S.32°50'43"W., a distance of 55.58 feet; thence S.73°19'14"W., a distance of 32.39 feet; thence S.87°58'04"W., a distance of 154.06 feet; thence S.41°23'51"W., a distance of 46.70 feet; thence S.10°15'13"E., a distance of 71.86 feet; thence S.59°09'03"E., a distance of 132.74 feet; thence N.84°08'38"E., a distance of 46.37 feet; thence N.36°44'46"E., a distance of 227.34 feet; thence S.71°52'29"E., a distance of 403.14 feet; thence N.82°00'50"E., a distance of 53.60 feet; thence S.38°44'39"E., a distance of 118.22 feet; thence S.63°38'06"E., a distance of 107.96 feet; thence S.82°29'54"E., a distance of 91.47 feet; thence S.37°47'10"E., a distance of 53.12 feet; thence N.83°46'44"E., a distance of 108.72 feet; thence S.87°41'29"E., a distance of 100.10 feet; thence N.64°38'19"E., a distance of 464.69 feet; thence N.89°16'17"E., a distance of 86.03 feet; thence S.51°55'34"E., a distance of 71.23 feet; thence S.14°23'47"E., a distance of 141.83 feet; thence S.03°24'31"W., a distance of 97.45 feet; thence S.56°19'40"W., a distance of 54.91 feet; thence S.80°37'50"W., a distance of 126.99 feet; thence S.43°08'49"E., a distance of 111.73 feet; thence S.07°21'59"E., a distance of 113.82 feet; thence S.27°01'32"W., a distance of 103.02 feet; thence S.41°19'41"W., a distance of 119.95 feet; thence S.61°10'24"W., a distance of 219.05 feet; thence S.14°22'52"W., a distance of 149.33 feet; thence S.03°40'58"W., a distance of 134.37 feet; thence S.01°17'42"W., a distance of 186.11 feet; thence S.05°51'20"E., a distance of 144.67 feet; thence S.13°21'51"W., a distance of 83.29 feet; thence S.55°21'32"W., a distance of 73.01 feet; thence S.66°00'55"W., a distance of 135.99 feet; thence S.71°07'29"W., a distance of 169.55 feet; thence S.03°12'02"E., a distance of 30.53 feet; thence S.03°13'06"E., a distance of 102.63 feet; thence S.09°07'35"W., a distance of 117.47 feet; thence S.32°58'22"E., a distance of 51.08 feet; thence S.17°51'11"E., a distance of 104.63 feet; thence S.76°17'00"E., a distance of 358.03 feet; thence S.10°05'02"E., a distance of 162.39 feet; thence S.03°39'17"W., a distance of 197.38 feet; thence S.16°51'49"W., a distance of 148.41 feet; thence S.23°51'07"W., a distance of 878.40 feet; thence S.33°38'52"W., a distance of 118.39 feet; thence S.83°42'53"W., a distance of 118.24 feet; thence S.06°53'47"W., a distance of 103.56 feet; thence S.23°49'34"W., a distance of 233.30 feet; thence S.43°12'56"W., a distance of 264.70 feet; thence S.55°45'18"W., a distance of 174.66 feet; thence S.24°17'36"E., a distance of 221.13 feet; thence S.23°23'54"W., a distance of 129.21 feet; thence N.84°58'18"W., a distance of 148.70 feet; thence S.81°37'01"W., a distance of 365.07 feet; thence N.54°09'54"W., a distance of 194.69 feet; thence S.50°56'07"W., a distance of 56.05 feet; thence S.13°18'43"W., a distance of 225.35 feet; 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thence S.38°17'29"E., a distance of 205.40 feet; thence S.84°56'38"E., a distance of 254.32 feet; thence S.70°17'22"E., a distance of 363.80 feet; thence S.30°48'39"E., a distance of 168.60 feet; thence N.79°42'48"E., a distance of 224.81 feet; thence S.54°47'14"E., a distance of 115.98 feet; thence S.89°58'07"E., a distance of 115.42 feet; thence N.39°35'05"E., a distance of 200.09 feet; thence N.48°45'27"E., a distance of 162.90 feet; thence N.86°21'05"E., a distance of 118.53 feet; thence S.72°06'01"E., a distance of 166.49 feet; thence S.13°03'41"E., a distance of 71.44 feet; thence S.53°08'57"W., a distance of 148.71 feet; thence S.38°03'49"W., a distance of 139.86 feet; thence S.55°40'56"W., a distance of 212.67 feet; thence S.55°54'10"W., a distance of 284.66 feet; thence N.87°25'11"W., a distance of 111.40 feet; thence N.82°03'47"W., a distance of 235.19 feet; thence S.88°30'44"W., a distance of 230.97 feet; thence S.58°51'57"W., a distance of 100.76 feet; thence

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N.67°43'09"W., a distance of 99.94 feet; thence N.64°55'29"W., a distance of 147.57 feet; thence N.88°50'59"W., a distance of 265.00 feet; thence S.14°34'58"W., a distance of 158.79 feet; thence S.02°59'21"W., a distance of 154.69 feet; thence S.21°44'41"E., a distance of 159.48 feet; thence S.07°03'24"W., a distance of 142.64 feet; thence S.19°07'55"E., a distance of 177.70 feet; thence S.22°03'35"W., a distance of 99.38 feet; thence S.35°27'00"W., a distance of 112.21 feet; thence S.20°14'12"W., a distance of 105.00 feet; thence S.64°27'24"W., a distance of 59.16 feet; thence S.32°08'29"W., a distance of 83.78 feet, to a point on the Northerly Right of Way line of State Road No. 500; thence N.60°13'23"W., along said Northerly Right of Way line, a distance of 6,437.64 feet to the POINT OF BEGINNING.

Containing 888.35 acres, more or less.

COPY

Prepared by and Return to:  
Mark S. Lieblich, Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY 4P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2003224213 OR 2390/1459  
VDT Date 11/25/2003 Time 07:38:43

DOC STAMPS: 0.70

SECOND AMENDMENT OF  
DRAINAGE EASEMENT

This Second Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 11<sup>th</sup> day of August, 2003, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 4305 Neptune Road, St. Cloud, Florida 34761 and Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance, (herinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33701.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement recorded October 10, 2002 in Book 2125, Page 2078 and that certain First Amendment of Drainage Easement recorded in Book 2125, Page 2090 in the Public Records of Osceola County, Florida (collectively, the "Drainage Easement"); and

WHEREAS, the parties desire to exercise their rights under the Drainage Easement to more narrowly describe the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Pursuant to Paragraph 4 of the Drainage Easement, the property subject to the Easement (the "Easement Property") shall for all purposes hereafter be deemed to exclude the following:
  - a. all property described in that certain plat entitled Birchwood "VC-1" Tract as recorded in the Public Records of Osceola County, Florida at Plat Book 14, Page 173,
  - b. all property described in that certain plat entitled Birchwood Tracts Phase One as recorded in the Public Records of Osceola County, Florida at Plat Book 14, Page 171,

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DR 2390/1460

c. all property described in that certain plat entitled Birchwood Golf Course as recorded in the Public Records of Osceola County, Florida at Plat Book 15, Page 139 other than the parcels designated as Linear Park-1, Linear Park-2, Pond Easements and Wetland Easements, each of which shall remain part of the Easement Property and subject to the Drainage Easement.

3. The Easement, as defined in the Drainage Easement, shall, as set forth in the Drainage Easement, automatically be deemed terminated and released for all purposes from any property that is not included in the modified legal description.

4. As additional consideration for the easement rights held by Grantee over the parcels designated as Pond Easements and Wetland Easements in that certain plat entitled Birchwood Golf Course as recorded in the Public Records of Osceola County, Florida at Plat Book 15, Page 139, Grantee shall be responsible for the restoration and repair of any portion of the landscaping, improvements or golf course features, infrastructure or amenities that are damaged or disturbed in connection with the use or enjoyment of the easement rights granted in the Drainage Easement.

5. All provisions of the Drainage Easement not expressly modified herein are hereby ratified and shall remain in full force and effect.

[signature pages follow]

**TOP**

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OR 2390/1461

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of 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: Three E Corporation, a Florida corporation, as its General Partner

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: VENCE SMITH JR.

[Signature]  
Signature of Witness  
Print Name: CAROLYN McARTHUR

Signed, sealed and delivered in the presence of:

"Grantee"

Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance

By: [Signature]  
Print Name: GARY MISTON  
As its: SECRETARY

[Signature]  
Signature of Witness  
Print Name: Deborah A. Porter

[Signature]  
Signature of Witness  
Print Name: Kathleen M. Bollhofer

CL 2003224213

OR 2390/1462

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2003, by James L. Lentz, as President of Thre E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.

**RHONDA HILL**  
Notary Public, State of Florida  
My Comm. exp. Oct. 7, 2008  
Comm. No. DD 114724  
  
(NOTARY SEAL)

Rhonda Hill  
(Notary Signature)

Rhonda Hill  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD114724

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of August, 2003, by Gary L. Meyer as Secretary, of the Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

**BRENDA L. WRIGHT**  
MY COMMISSION # DD 031560  
EXPIRES: October 5, 2005  
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Brenda L. Wright  
(Notary Signature)

Brenda L. Wright  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD031560

8  
3P

Prepared by and Return to:  
David L. Evans, Jr., Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida 32801

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2004213389 OR 2629/288  
DME Date 11/01/2004 Time 09:39:19

DGC STAMPS: 0.00

THIRD AMENDMENT OF  
DRAINAGE EASEMENT

This Third Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 28<sup>th</sup> day of OCTOBER, 2004, by and between Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership (hereinafter referred to as "Grantor") whose address is 3500 Harmony Square Drive West, Harmony, Florida 34771 and Harmony Community Development District, a special district according to Chapter 189, Florida Statutes, (hereinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33001.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2018 (the "Drainage Easement"); and

WHEREAS, the parties desire to exercise their rights under the Drainage Easement to more narrowly describe the Easement Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference.
2. Pursuant to Paragraph 4 of the Drainage Easement, the property subject to the Easement (the "Easement Property") shall for all purposes hereafter be deemed to exclude the residential Lots that are created by that certain plat entitled Birchwood Neighborhood C-2 as recorded in the Public Records of Osceola County, Florida at Plat Book 17, Pages 10 through 11.
3. The Easement, as defined in the Easement Agreement, shall, as set forth in the Easement Agreement, automatically be deemed terminated and released for all purposes from any property that is not included in the modified legal description.
4. All provisions of the Easement Agreement not expressly modified herein are hereby ratified and shall remain in full force and effect.



CL 2004213389

OR 2629/289

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective authorized signatures as of 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: Three E Corporation, a Florida corporation, as its General Partner

By: [Signature]  
James L. Lentz  
As its: President

[Signature]  
Signature of Witness  
Print Name: VENCE SMITH, JR.  
[Signature]  
Signature of Witness  
Print Name Rhonda Hill

Signed, sealed and delivered in the presence of:

“Grantee”

Harmony Community Development District, a special district according to Chapter 189, Florida Statutes

[Signature]  
Signature of Witness  
Print Name: VENCE SMITH, JR.  
[Signature]  
Signature of Witness  
Print Name Rhonda Hill

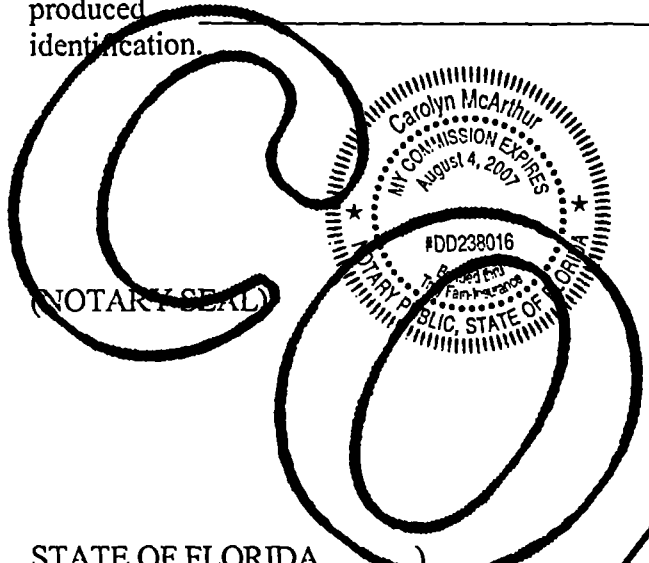
By: [Signature]  
Print Name: Thomas Tulcevic  
As its: Secretary

CL 2004213389

OR 2629/290

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

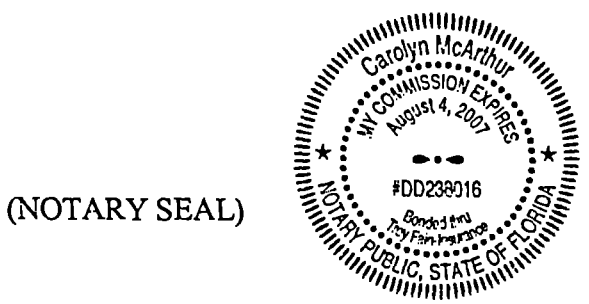
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of OCTOBER, 2004, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.



Carolyn McArthur  
(Notary Signature)  
CAROLYN McARTHUR  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD238016

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 2004, by THOMAS TOWNSEND, as SECRETARY, of the Harmony Community Development District, a special district according to Chapter 189, Florida Statutes. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Carolyn McArthur  
(Notary Signature)  
CAROLYN McARTHUR  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD238016

**6B.iii.**

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## MEMORANDUM

To: Harmony Community Development District Board of Supervisors

From: Young Qualls P.A.

Date: 08/11/2020

Re: Governmental Entity No Solicitation Policy Analysis

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### Questions Presented

1. May a community development district (“CDD”) restrict private entities from soliciting business at the CDD’s recreation facilities?
2. If so, provide language restricting solicitation.

### Answers

1. Yes. A CDD may regulate advertising on CDD property if the CDD can show substantial government interests are involved and that the restrictions are narrowly tailored in order to implement said interests. Substantial government interests include aesthetics, disease transmission, littering, and overcrowding.
2. See Draft No Solicitation Policy attached hereto.

### Discussion

An analysis of regulating advertisements on public property falls under the commercial-speech jurisprudence of the U.S. Supreme Court and the Florida Supreme Court. The First Amendment states that, "Congress shall make no law . . . abridging the freedom of speech . . ."<sup>1</sup> Similarly, article I, section 4 of the Florida constitution provides that "[n]o law shall be passed to restrain or abridge the liberty of speech . . ."<sup>2</sup> Florida courts have defined the scope of free speech, including commercial speech, under the Florida Constitution consistently with the

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<sup>1</sup> U.S. CONST. amend. I.

<sup>2</sup> FLA. CONST. art. I, § 4.

freedom-of-speech jurisprudence of the U.S. Supreme Court.<sup>3</sup> If the constitutionality of a regulation on commercial speech is challenged, a court must determine whether the regulation is content-based or content-neutral.

Content-neutral ordinances are subject to time, place and manner restrictions. Such restrictions merely limit when and where speech can take place in order to reduce or prevent annoyance or inconvenience to the public. In *Virginia State Board of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, the court held that commercial speech may be subject to time, place, and manner restrictions so long as such restrictions are 1) imposed without reference to the content of the speech, 2) serve significant governmental interests, and 3) “leave open ample alternative channels for communication of the information.”<sup>4</sup> Advertisements constitute not just speech, but commercial speech. The definition of commercial speech extends beyond the “core notion” of speech that only proposes a commercial transaction.<sup>5</sup> Speech is not classified as commercial solely because it is an advertisement,<sup>6</sup> it refers to a specific product,<sup>7</sup> or the declarant has an economic motivation for the speech.<sup>8</sup> There is strong support for the classification of speech as commercial only when all of these criteria are met.<sup>9</sup>

The Florida Supreme Court explained in *State v. Bradford* that the constitutionality of a restriction on commercial speech is determined based on the framework established by the U.S. Supreme Court in the seminal *Central Hudson* case.<sup>10</sup> *Central Hudson* splits the constitutional inquiry in to two tiers of analysis. First, the court examines the nature of the commercial speech itself. If the commercial speech pertains to illegal activity or is false or deceptive, then the speech is not entitled to constitutional protection and thus may be prohibited or otherwise regulated.<sup>11</sup> Second, the court examines the nature of the restriction. If the restriction is (1) supported by a substantial government interest and (2) is narrowly tailored to directly and materially advance that interest, the restriction is permissible even though the commercial speech is entitled to constitutional protection.

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<sup>3</sup> *Café Erotica v. Fla. Dep’t of Transp.*, 830 So. 2d 181, 183 (Fla. 1<sup>st</sup> DCA 2002).

<sup>4</sup> *Virginia State Bd. of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 771 (1976).

<sup>5</sup> *Bolger v. Youngs Drug Prods. Corp.*, 463 U.S. 60, 66 (1983).

<sup>6</sup> *Id.* (citing *New York Times v. Sullivan*, 376 U.S. 254, 265–66 (1964)).

<sup>7</sup> *Youngs*, *supra* note 5, at 66.

<sup>8</sup> *Id.* at 67.

<sup>9</sup> *Id.*

<sup>10</sup> *State v. Bradford*, 787 So. 2d 811, 820 (Fla. 2001)

<sup>11</sup> *Id.* (citing *Central Hudson Elec. Corp. v. Pub. Serv. Comm’n*, 447 U.S. 557 (1980)).

### Restaurant Menus Constitute Commercial Speech and May Be Regulated

In order to be classified as commercial, speech generally must be some kind of advertisement and refer to a specific product, and the speaker must have an economic motivation for the speech.<sup>12</sup> Solicitation by means of handing out or posting advertisements on public property meets all three of these criteria:

1. The entity is advertising its services. Such is the nature of any professional solicitation.
2. Second, the entities' advertisement offers specific products and services in exchange for money.
3. Third, the entity clearly has an economic motivation to solicit business from the public because the entity is compensated for its work.

Solicitation by private entities, regardless of when it occurs, constitutes commercial speech as understood by the U.S. Supreme Court and the Florida Supreme Court. However, public property which is not by tradition or designation a forum for public communication may be reserved by the government "for its intended purposes, communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's views."<sup>13</sup> The CDD recreation facilities' intended purpose is for physical exercise and recreation and is neither by design or tradition a public forum. Thus, the CDD's reasonable regulations on the speech within recreation facilities are valid if content neutral and leaving alternative channels of communication.

In *Taxpayers for Vincent*, the Supreme Court ruled that municipalities have a legitimate interest in prohibiting "intrusive... formats of expression" for aesthetic reasons. The Court wrote, "[T]he visual assault on the citizens of Los Angeles presented by an accumulation of signs posted on public property – constitutes a significant substantive evil within the City's power to prohibit."<sup>14</sup> The Court further noted,

Appellees' reliance on the public forum doctrine is misplaced. They fail to demonstrate the existence of a traditional right of access respecting such items as utility poles for purposes of their communication... it is clear that 'the First

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<sup>12</sup> See, supra notes 9-11.

<sup>13</sup> *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 46 (1983).

<sup>14</sup> *Members of City Council City of L.A. v. Taxpayers for Vincent*, 466 U.S. 789, 790 (1984).

Amendment does not guarantee access to government property simply because it is owned or controlled by the government.<sup>15</sup>

In *Jobe v. City of Catlettsburg*, the District Court held against a Kentucky windshield leafleter.<sup>16</sup> Plaintiff placed leaflets for the American Legion under the windshield wipers of cars parked on public property. Plaintiff was cited and fined for violating a city ordinance. The court analyzed the ordinance using the three-part test for written forms of expression. Both parties agreed that the ordinance was content-neutral, thus satisfying the first part of the test. The court then decided that the ordinance was narrowly tailored, left open other channels of communication and advanced the government's interest in "prohibiting litter and visual blight."<sup>17</sup> It is well-settled that aesthetics is a substantial government interest.<sup>18</sup>

### Conclusion

Thus, in order to regulate private entities from advertising on CDD property the CDD must show there are substantial government interests involved and that the restrictions are narrowly tailored in order to implement said interests. Here, the District may do so if it accepts and adopts the attached proposed policy or a version thereof. The bottom line is that advertising is a form of commercial speech protected under the federal and state constitutions' but may be reasonably regulated to serve substantial government interests.

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<sup>15</sup> *Id.* (citing *United States Postal Serv. v. Greenburgh Civic Ass'ns*, 453 U.S. 114, 114 (1981)).

<sup>16</sup> *Jobe v. City of Catlettsburg*, 409 F.3d 261, 274 (6th Cir. 2005).

<sup>17</sup> *Id.* at 268.

<sup>18</sup> See also *Southlake Prop. Assocs., Ltd. v. City of Morrow, GA*, 112 F.3d 1114, 1116 (11th Cir. 1997) (recognizing Morrow's right to "clean, aesthetically pleasing and safe business thoroughfares"); *Harnish v. Manatee Cty., Fla.*, 783 F.2d 1535, 1540 (11th Cir.1986) (upholding "prohibition of portable signs to eliminate aesthetic blight passed muster under the First Amendment").

**ATTACHMENT A**  
**PROPOSED SAMPLE POLICY**

In order to minimize poor aesthetics or the opportunity for disease transmission, littering, and overcrowding that could interfere with providing quality services at the recreation facilities, the Harmony CDD prohibits the solicitation, distribution and posting of written materials on or at the recreation facilities by any officer, employee, or non-employee, except as may be permitted by this policy.

Officers, employees and non-employees may not solicit recreation facility users during or after hours of operation, except in connection with a Harmony CDD approved or sponsored event.

Officers, employees and non-employees may not distribute literature of any kind at or within a recreation facility during or after hours, or at any time, except in connection with a CDD-sponsored event.

Violation of this policy should be reported to the Harmony CDD District Manager at 407-566-1935 or [Kristen.Suit@inframark.com](mailto:Kristen.Suit@inframark.com).



**6C.**

**6Ci.**

## August/September 2020

### Facility / Park Maintenance Activities

- Routine cleaning activities – Including restrooms, trash and doggie potty removal.
- Inspected facilities for cleanliness and/or damage after each scheduled event
- Routine check on Play areas for safety and wasp nests raking the swing areas.
- RV lot fencing permit is pending.
- Power washing project continued.
- Sidewalk phase 3 completed. Phase 4 starts October
- Sidewalk grinding continued.
- Replaced Basketball headboards and hoops.
- Added Trashcan and 100 Jasmine plants at Indian Grass Pocket park.
- Replaced State flag at Townsquare
- Storm drain project ongoing. Dewatering area as of today the 14th

### Ponds

- See Pond report.

### Irrigation

- All Clocks inspected & adjusted as needed.
- Maxicomm fully functional.
- Clocks 2 and 3 not accessible at this point.

### **Pools Operations**

- Pools checked, chemically balanced and cleaned daily.
- Replaced filter pump motor Splashpad
- Pressure wash roofs of pools scheduled, pending as of now
- Maintenance on Chemical feeders performed by Pool sure.

### **Boat Maintenance**

- All propellers weekly checked, and boats cleaned.
- Paint maintenance continued Dock fencing area.
- Replaced motor 18ft Sun Tracker boat with Elco 9.9 HP.

### **Buck Lake Activities**

- Boat Orientation held 12 attended

### **Access Cards**

- Approximately 45 ID cards have been made this month.

End of Report.



**6C.ii.**



# HARMONY CDD

## Gerhard van der Snel

Date	Resident	Time	M	W	F	S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
8/13/2020	adam Kelley	7:30 - 10:30 AM					8	X							
8/13/2020	Robin Hubel	1:00 - 4:00 PM					4	X							
8/14/2020	Collin LaHue	7:30 - 10:30 AM					2				X				
8/14/2020	William Gest	1:00 - 4:00 PM					4			X					
8/14/2020	David Bronson	1:00 - 4:00 PM					3	X							
8/15/2020	Patrick Conley	7:30 - 10:30 AM					2			X					
8/15/2020	GEORGE KRUG	7:30 - 10:30 AM					2			X					
8/15/2020	Michael Kepner	7:30 - 9:00 AM					1							X	
8/15/2020	Emily Leonardo	7:30 - 10:30 AM					8	X							
8/15/2020	Jerome Schletter	8:00 - 11:00 AM					2				X				
8/15/2020	David Bronson	1:00 - 4:00 PM					3	X							
8/15/2020	David Bronson	1:00 - 4:00 PM					3			X					
8/16/2020	Donald Rice	7:30 - 10:30 AM			X		2		X						
8/16/2020	Tanner Pollard	7:30 - 10:00 AM			X		0				X				
8/16/2020	steve parrill	1:00 - 4:00 PM			X		4			X					
8/16/2020	John Bontya	1:00 - 4:00 PM			X		8	X							
8/19/2020	adam Kelley	7:30 - 10:30 AM					8	X							
8/19/2020		9:00 - 1:00 PM					1							X	
8/19/2020		9:00 - 1:00 PM					1							X	
8/19/2020	Rafael Casallas	1:00 - 4:00 PM					6	X							
8/20/2020	Tanner Pollard	1:00 - 4:00 PM					4	X							
8/21/2020	Wanda Butler	7:30 - 10:30 AM					3			X					
8/21/2020	Collin LaHue	7:30 - 10:30 AM					2				X				
8/21/2020	Robin Hubel	1:00 - 4:00 PM					4	X							
8/22/2020	Wanda Butler	7:30 - 10:30 AM					3		X						
8/22/2020	GEORGE KRUG	7:30 - 10:30 AM					4	X							
8/22/2020	Patrick Conley	7:30 - 10:30 AM					2			X					
8/22/2020	John Webster	1:00 - 4:00 PM					2	X							
8/22/2020	Briana Kramer	1:00 - 4:00 PM					2			X					
8/23/2020	Ronald Young	7:30 - 10:30 AM			X		4			X					
8/23/2020	Donald Rice	7:30 - 10:30 AM			X		2		X						
8/23/2020	Catherine Coudray	1:00 - 4:00 PM			X		2	X							
8/23/2020	David Bronson	1:00 - 4:00 PM			X		3			X					
8/24/2020	Jonathan Bradshaw	7:30 - 10:30 AM	X				2			X					
8/24/2020	Jonathan Bradshaw	1:00 - 4:00 PM	X				2			X					

			6	21	270	36	7	16	12	1	0	3		
					<b>Total Passengers:</b>									
					270									
					<b>Total Trips: 75</b>									



Date	Resident	Time	M Th	W S	F S	Total Pass	20' Pont	16' Pont	16' SunTrk	18' Bass	Tracker Bass	Canoe	Kayak	Comments
8/29/2020	John Webster	7:30 - 10:30 AM				4	X							
8/29/2020	Lester Yeates	7:30 - 10:30 AM				4			X					
8/29/2020	David Bronson	1:00 - 4:00 PM				3	X							
8/30/2020	Donald Rice	7:30 - 10:30 AM			X	2		X						
8/30/2020	Jamie Andrychowski	7:30 - 10:30 AM			X	3				X				
8/30/2020	John Bontya	1:00 - 4:00 PM			X	8	X							
8/31/2020	Robert Martz	7:30 - 10:30 AM	X			2				X				
8/31/2020	John Madden	7:30 - 10:30 AM	X			3	X							
9/2/2020	Cheryl Gelinis	7:30 - 10:30 AM				5	X							
9/2/2020	Michael Giberson	8:00 - 11:00 AM				2				X				
9/3/2020	John Madden	1:00 - 4:00 PM				3	X							
9/4/2020	Wanda Butler	7:30 - 10:30 AM				3	X							
9/4/2020	Collin LaHue	7:30 - 10:30 AM				2				X				
9/4/2020	Rafael Casallas	1:00 - 4:00 PM				6	X							
9/5/2020	Wanda Butler	7:30 - 9:30 AM				3				X				
9/5/2020	Merel Ledbetter	7:30 - 10:30 AM				8	X							
9/5/2020	Kimberly Langlais	1:00 - 4:00 PM				8	X							
9/5/2020	Carol Regalado	1:00 - 4:00 PM				4		X						
9/6/2020	Wanda Butler	7:30 - 9:30 AM			X	3				X				
9/6/2020	Donald Rice	7:30 - 10:30 AM			X	2		X						
9/6/2020	Patrick Conley	7:30 - 10:30 AM			X	2			X					
9/6/2020	Andrew Crawford	7:30 - 10:30 AM			X	4	X							
9/6/2020	Jamie Andrychowski	7:30 - 10:30 AM			X	3					X			
9/6/2020	David Bronson	1:00 - 4:00 PM			X	3	X							
9/9/2020	David Bronson	7:30 - 10:30 AM				3	X							
9/9/2020	William Gest	10:00 - 11:00 AM				1				X				
9/9/2020	Alexandra Morales	1:00 - 4:00 PM				5	X							
9/10/2020	Jonathan Bradshaw	7:30 - 10:30 AM				5	X							
9/10/2020	Alexandra Morales	1:00 - 4:00 PM				7	X							
9/11/2020	Betty Walker	7:30 - 10:30 AM				5	X							
9/11/2020	Collin LaHue	7:30 - 10:30 AM				2				X				
9/11/2020	BLOCKED TIME	7:30 - 4:30 PM				0			X					
9/12/2020	Jeniffer Denault	7:30 - 10:30 AM				5	X							
9/12/2020	David Bronson	1:00 - 4:00 PM				3	X							
9/13/2020	Donald Rice	7:30 - 10:30 AM			X	2		X						
9/13/2020	Cheryl Gelinis	7:30 - 10:30 AM			X	6	X							
9/13/2020	David Bronson	1:00 - 4:00 PM			X	3			X					
9/13/2020	BEATRIZ BRICUYET	1:00 - 4:00 PM			X	8	X							

			6	21	270	36	7	16	12	1	0	3		
					<b>Total Passengers:</b>									
					270									
					<b>Total Trips: 75</b>									



Date	Resident	Time	M	W	F	S	Total	20'	16'	16'	18'	Tracker	Canoe	Kayak	Comments
			Th	S	Pass	Pont	Pont	SunTrk	Bass	Bass					
9/14/2020	David Walker	7:30 - 10:30 AM	X				6	X							
9/14/2020	David Walker	1:00 - 4:00 PM	X				6	X							
			6	21	270	36	7	16	12	1	0	3			
					<b>Total Passengers:</b>		270								
					<b>Total Trips: 75</b>										

**6C.iii.**

## Facebook report August/September 2020

***On an average of 10 times per month new and existing residents contact me for information regarding obtaining Pool ID access cards and boat reservations. This is filtered out of this report.***

On August 23rd, a resident contacted CDD field services there was a limb hanging from a tree between the sidewalk and the street. CDD responded.

On August 25<sup>th</sup>, a resident notified CDD field services, there was a sprinkler head geyser going off at the East Lake entrance. CDD responded and notified HOA.

On August 27<sup>th</sup>, a resident inquired about the Cat Lake fence gate being locked. CDD responded, the area is Mr. Fusiliers.

On August 31st, a resident reported the splash pad being out of order. CDD responded and repaired.

On August 31st, a resident had a concern about wires coming out of the sidewalk next to a TOHO shut off. CDD redirected to TOHO.

On August 31<sup>st</sup>, a resident from South lakes, had a question about mowing around the ponds. CDD responded.

On September 1<sup>st</sup>, a resident inquired if they could use their personal pontoon boat on Buck Lake. CDD responded with no.

On September 3rd, a resident had a concern on the maintenance of Ashley park grounds and parks. CDD re directed to the HOA.

On September 7<sup>th</sup>, a resident inquired about Buck Lake being open for boat reservations. CDD responded, the boat reservations are not available on Labor Day

End of report.

**6C.iv.**

## Harmony District Ponds Report

Pond #	Pond Name	Pond Acres	SEVERITY:						August 2020 August September	Treatment Plan * Se Clear G-Algae * Komeen Crystals-Hydrilla * SonarOne-Hydrilla * Diquat-Latorial plants
			Duckweed	Algae	Cattail	Pennywort	Grasses	Spatterdock		
Map Quickview, click here. Internet access not required			L1=minimal L2=moderate L3=significant L4=extreme Blank = indicates non issue							
Map links below Require Internet										
1	H-1	1.4					L1	No treatment needed		
2	H-1	1.0					L1	No treatment needed		
3	H-1	2.3					L1	Littoral Weeds	Round Up	
4	H-2	3.7	L1				L1	No treatment needed		
5	Cherry Hill	2.8	L1					No treatment needed		
6	S. Long Pond	3.1					L1	No treatment needed		
7	N. Long Pond	3.1					L1	No treatment needed		
8	Dog Park Tr.	3.5	L1					No treatment needed		
9	Dog Park Tr.	1.0					L1	No treatment needed		
10	Dog Park	3.0					L1	No treatment needed		
11	Estates N.	1.8	L1					Littoral Weeds	Round Up	
12	Estates S.	1.7	L1					Littoral Weeds	Round Up	
13	Golf Course	1.5	L1							
14	Golf Course	1.5	L1							
15	Golf Course	4.0	L1							
16	Golf Course	3.4	L1							
17	Golf Course	1.4	L1							
18	Golf Course	2.0	L2							
19	Golf Course	5.3	L1							
20	Golf Course	3.5								
21	Golf Course	2.3	L1							
22	Golf Course	3.2	L2							
23	Golf Course	2.0	L1							
24	Golf Course	2.0	L1							
25	Golf Course	0.5	L2							
26	Golf Course	0.7								
27	Golf Course	0.7	L2							
28	Golf Course	1.3	L1							
29	Golf Course	1.2	L1							
30	Golf Course	2.3	L1							
31	Golf Course	1.1	L2							
32	Golf Course	2.0	L1							
33	W. Lake	1.3	L1							
34	W. Lake	0.0						Future pond, not active		
35	W. Lake	0.0						Future pond, not active		
36	N. Lake	0.0						Future pond, not active		
37	E. Lake	3.0					L1	No treatment needed		
38	E. Lake	0.5					L1	No treatment needed		
39	S. Lake	3.3					L1	No treatment needed		
40	S. Lake	1.4					L1	No treatment needed		
41	S. Lake	2.3	L1					No treatment needed		
42	S. Lake	5.2	L1					No treatment needed		
43	Waterside	3.0	L2					Littoral Weeds	Round Up	
44	DOT	6.0			L1			No treatment needed		
45	DOT	3.6			L1			No treatment needed		
46	DOT	2.0			L2			No treatment needed		
47	Maintenance	0.4			L1			No treatment needed		
48	Feathergrass	0.0			L1			No treatment needed		

<b>TOTAL ACRES</b>	1.0	Total size (in acres) of all ponds combined
<b>AVG. TREATED ACRES</b>	0.2	Average treated pond area is roughly 20%

**Additional Notes:** This month I have been spraying for weeds and checking for problems. The water level is high now and most of the algae growth is down. Pond number 43 is gonna need a decision on a treatment method of a granule or grass carp to solve the hydrilla problem in it. This pond is very shallow and naturally will not die back as always has sunlight exposure. Chemical treatment will probably be more costly and less effective in the long run do to the probability of growing back quickly.



**6C.v.**

## Harmony Community Development District Field Services Monthly Wetland Report

#	Maintenance Area Name	Acres	Invasive Species Vegetation Identification Infestation Severity High, Medium, Low	Reporting Date: August-September  Prescribed Treatment	Treatment Status  Pending Activities Percent Complete
<a href="#">Map Tab Shows Local QuickMap</a> <a href="#">Click Links Below For Internet Maps</a>					
1	Buck Lake - South	1.4 ?	Lygodium High	Spraying only with a mixture of roundup and cutrine.	only small areas left to treat most has been sprayed and is dying
2	Green - South	1.0 ?	Grapevine Medium	Sprayed with round up and cut the vines running up the base of the tree.	Retreating some of the main areas for new growth.
3	Golf Course - West	2.3 ?	Lygodium High	Spraying along a lot of the main sections to gain access further into the woods.	Large amounts of fern and grape vine.
4	Golf Course - East	3.7 ?	Lygodium High	Started to treat	
5	Golf Course - South	2.8 ?	Grapevine Medium	treating with roundup	Spraying mostly fern once treated and further into the interior areas.
6	The Lakes - East	3.1 ?	Lygodium High	treating with round up	starting to spray just on the outside areas
7	{Future}	0.0	----		
8	{Future}	0.0	----		
9	{Future}	0.0	----		
10	{Future}	0.0	----		
11	{Future}	0.0	----		
12	{Future}	0.0	----		
13	{Future}	0.0	----		
14	{Future}	0.0	----		
15	{Future}	0.0	----		
<b>TOTAL ACRES</b>		<b>1.2</b>	Total size (in acres) of all foliage maintenance areas		
<b>AVG. TREATED ACRES</b>			Average infested foliage treated area is roughly <b>20%</b>		

**Additional Notes:** This month I have been working in the area between schoolhouse and five oaks that is backed up behind the large dog park as we have found large areas of both fern and grapevine. This area is quite big and a lot of cutting is needed getting to the areas and needed before spraying it.





**LEGEND**  
= Lygodium  
= Grape vine

The CDD Boundary only includes a portion of this area.  
A detailed map showing the exact limits of the CDD Boundary is being prepared.  
All other maintenance areas shown on this map are within the CDD Boundary



Austin Environmental Consultants, Inc.  
316 Church Street  
Kissimmee, Florida 34741  
887.225.0515

**FIGURE 1**

**VEGETATION TREATMENT MAP**

**HARMONY CDD  
OSCEOLA COUNTY, FL**

**6C.vi.**

**From:** [info@myhoasolution.com](mailto:info@myhoasolution.com)

**Sent:** Monday, September 14, 2020 10:43 AM

**Subject:** RE: CDD & East lakes

East lakes HOA has been paying a Toho Water bill Meter # 18006898

Hi All

Gerhard and I met there this morning and went through the system. I was wrong and right!!!!

This meter 18006898 waters both CDD land and East Lakes at Harmony Land.

Gerhard and I are in agreement that it is a 50 / 50 split.

So can I make a suggestion? If the HOA pays the invoice each month can we invoice the CDD on a monthly basis for the 50% reimbursement? Would this work? ( With a copy of the invoice attached)

Thanks

Mark



**Toho Water Authority**  
 Toho Water Authority  
 P.O. Box 30527  
 Tampa, Florida 33630-3527  
 www.tohowater.com

*Bringing you life's most precious resource*

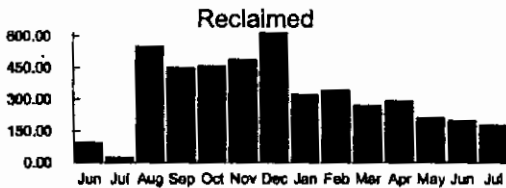
Customer Service: (8am - 5pm) 407-944-5000

Annual Water Quality Reports available at  
 www.tohowaterqualityreports.com

**EAST LAKES OF HARMONY COMMUNITY**  
 Service Address:  
 3100 SONGBIRD CIRCLE ODD BLOCK

Account Number: 002635361-033141279  
 Past Due Amount: \$674.22  
 Current Charges: \$558.53  
 Total Amount Due: \$1,232.75

Meter Number	Number of Days	Previous Meter Reading		Current Meter Reading		Water Usage
		Date	Reading	Date	Reading	
18006898	30	06/16/2020	6939	07/16/2020	7120	181
Previous Balance						\$674.22
<b>Balance Forward</b>						<b>\$674.22</b>
<b>Current Transaction(s)</b>						
Reclaimed Base Charge						\$18.50
Reclaimed Usage						\$540.03
<b>Current Transaction Total</b>						<b>\$558.53</b>
 <b>Total Amount Due</b>						 <b>\$1,232.75</b>



Please return this portion with your payment – Do not send cash through the mail



**Toho Water Authority**  
 Toho Water Authority  
 P.O. Box 30527  
 Tampa, Florida 33630-3527  
 www.tghowater.com

*Bringing you life's most precious resource*

**Past due balances are subject to immediate interruption of service**

002635361-033141279	\$674.22	\$558.53	\$27.93	\$1,232.75

**Please Remit to**

**Toho Water Authority**  
 P. O. Box 30527  
 Tampa, Florida 33630-3527



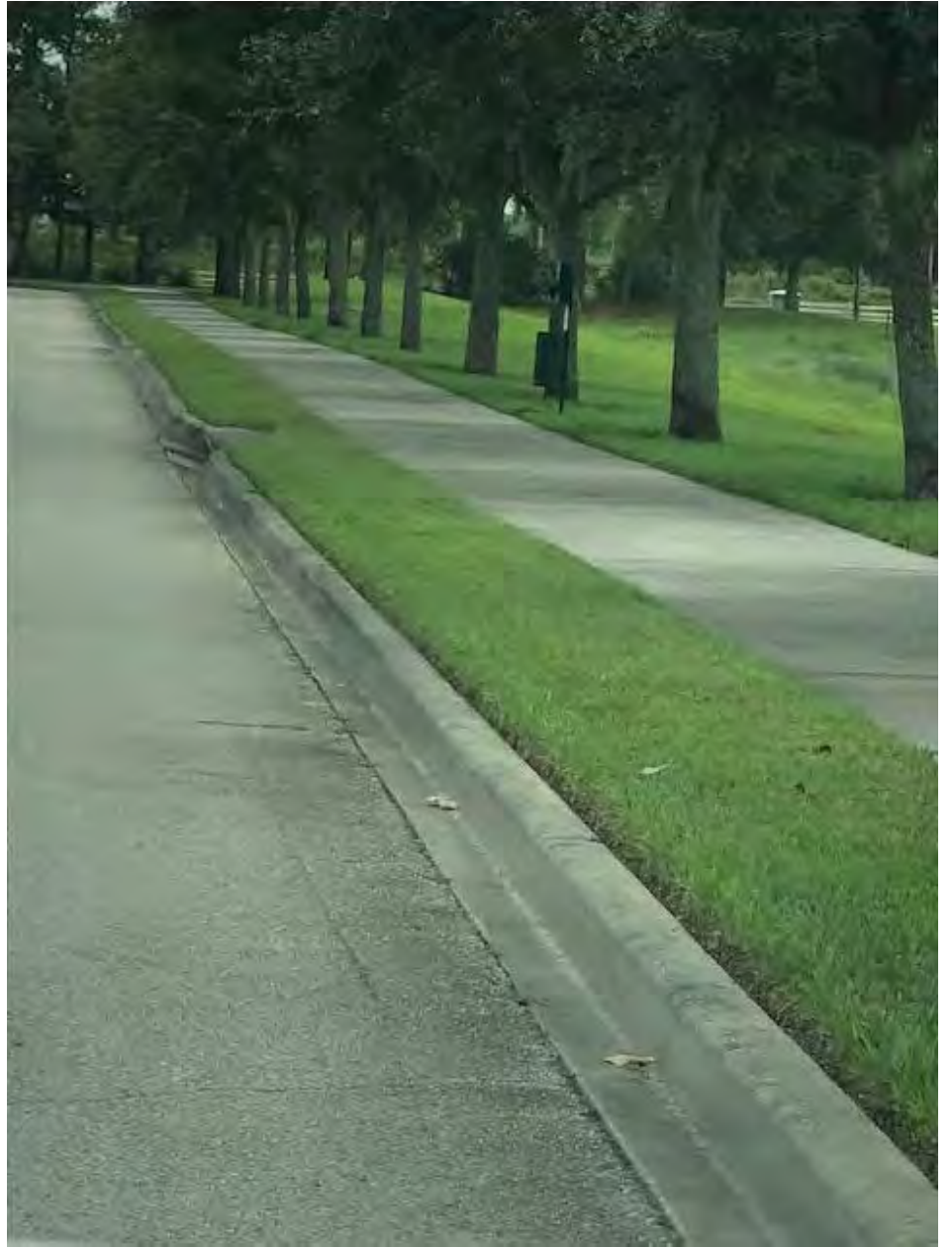
EAST LAKES OF HARMONY COMMUNITY  
 811 MABBETTE ST  
 KISSIMMEE, FL 34741-5155

0026353610331412790001232752





# Ashley Park Irrigation





# Ashley Park Irrigation







1 of 1

**Parcel Number: 3026322877000100E0**

---

Owner Name: ASHLEY PARK AT HARMONY HOA INC  
Address: 2180 W STATE ROAD #34 STE 5000  
City: LONGWOOD  
State: FL  
Report PDF: [Click to Download](#)

\*\*\*





# Ashley Park Irrigation



## **Seventh Order of Business**

**7A**

## MEMORANDUM

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Helena Randel, Accountant II**  
**CC: Kristen Suit, District Manager**  
**DATE: September 10, 2020**  
**SUBJECT: August 2020 Financials**

---

Please find the attached August 2020 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 of each District fund is provided below. Should you have any questions or require additional information, please contact me at Helena.Randel@Inframark.com.

### General Fund

- Total Revenue through August is approximately 104% of the annual budget.
  - Other Miscellaneous Revenues - Tax collector refunded fire rescue assessment on exempt parcels.
  - Insurance Reimbursements - Sign, post and shrub damage claim of \$891 and hit and run-OV hit IV claim of \$2,205.
- Total Expenditures through August are at 88% of the annual budget.
  - ▶ Administrative
    - ProfServ-Engineering - Boyd Civil Engineering services.
    - ProfServ-Legal Services - Young Qualls, PA general counsel, litigation and land dedication services.
    - ProfServ-Trustee Fees - US Bank series 2014 and 2015 services
    - Rental-Meeting Room - FY20 room rental services were recorded as a prepayment when paid in Sept. 2019, then moved to 'Rental-Meeting Room' in October 2019.
    - Legal Advertising - The district has placed advertisements with Sun Publications for meeting notifications, qualifying notices, location changes and emergency meetings.
    - Misc.-Contingency - Includes Centerstate bank fees, reimbursement to Inframark and services provided by the HOA.
  - ▶ Field
    - ProfServ-Field Management - Florida Resource Mgmt services and health/life insurance.
  - ▶ Landscaping Services
    - R&M-Trees and Trimming - Lift, thin, remove and plant community trees.
    - Miscellaneous Services - East lake berm maintenance and ancillary landscaping costs.
  - ▶ Utilities
    - Electricity-General - Services provided by OUC.
    - Electricity-Streetlighting - Services provided by OUC.
    - Utility-Water & Sewer - Services provided by TOHO.
  - ▶ Operation & Maintenance
    - Communication-Telephone - Sprint Solutions.
    - R&M-Pools - Rebuild kit, parts and supplies, monthly control lease for Ashley Park, splash pad repairs and pool umbrellas.
    - R&M-Sidewalks - Stump grinding, sidewalk repair and parts purchased for maintenance. In August, The district received a \$4,860 check from the insurance provider for reimbursement of sidewalk repairs (TIP's program).
    - R&M-User Supported Facility - PUD amendment, application fee, and RV storage and community garden area boundary survey.
    - Miscellaneous Services - Johnston Surveying - Field Stake E. Boundary.
    - Misc.-Contingency - Printers (2), Adobe Acrobat Pro, hedge trimmer, iCloud storage, plastic shelving, work boots, job posting and ancillary costs. The District is required to mitigate certain invasive weeds. This is largely a chemical and equipment based process. These expenses will be shown under Misc. Contingency within the FY2020 budget.
    - Misc.-Security Enhancements - Internet service, proxy cards, Ashley Park gate reader, security DVR, LED monitors, wireless camera systems and ancillary costs.
    - Capital Outlay-Other - Playground equipment and 4" well.
    - Capital Outlay-Vehicles - Polaris Utility Vehicle.
    - Reserve-Renewal & Replacement - Emergency storm drain replacement \$30,170 and trailer costs (trench \$1,500, disconnect power and move service \$6,960, truck rental and container lease \$5,220, installation of shell area \$7,725).

**MEMORANDUM**

**TO: Board of Supervisors, Harmony CDD**  
**FROM: Helena Randel, Accountant II**  
**CC: Kristen Suit, District Manager**  
**DATE: September 10, 2020**  
**SUBJECT: August 2020 Financials**

---

**General Fund (continued)**

- ▶ Other Financing Sources (Uses)
  - Operating Transfers-Out-FY18, FY19 and FY20 VC1 debt service assessments transferred from the general fund to the series 2015 debt service fund.
- 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*

*August 31, 2020*

**Prepared by**



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**HARMONY**

Community Development District

**Financial Statements**

(Unaudited)

**August 31, 2020**



**HARMONY**

Community Development District

**Governmental Funds**

**Balance Sheet**  
August 31, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2014 DEBT SERVICE FUND	SERIES 2015 DEBT SERVICE FUND	TOTAL
<b><u>ASSETS</u></b>				
Cash - Checking Account	\$ 642,357	\$ -	\$ -	\$ 642,357
Investments:				
Certificates of Deposit - 12 Months	106,442	-	-	106,442
Money Market Account	733,736	-	-	733,736
Prepayment Account	-	23,077	317,749	340,826
Reserve Fund	-	607,313	340,000	947,313
Revenue Fund	-	597,907	298,291	896,198
<b>TOTAL ASSETS</b>	<b>\$ 1,482,535</b>	<b>\$ 1,228,297</b>	<b>\$ 956,040</b>	<b>\$ 3,666,872</b>
<b><u>LIABILITIES</u></b>				
Accounts Payable	\$ 24,766	\$ -	\$ -	\$ 24,766
Accrued Expenses	19,586	-	-	19,586
<b>TOTAL LIABILITIES</b>	<b>44,352</b>	<b>-</b>	<b>-</b>	<b>44,352</b>
<b><u>FUND BALANCES</u></b>				
<b>Restricted for:</b>				
Debt Service	-	1,228,297	956,040	2,184,337
<b>Assigned to:</b>				
Operating Reserves	423,528	-	-	423,528
Reserves-Renewal & Replacement	92,370	-	-	92,370
Reserves - Self Insurance	50,000	-	-	50,000
Reserves - Sidewalks & Alleyways	153,208	-	-	153,208
<b>Unassigned:</b>	<b>719,077</b>	<b>-</b>	<b>-</b>	<b>719,077</b>
<b>TOTAL FUND BALANCES</b>	<b>\$ 1,438,183</b>	<b>\$ 1,228,297</b>	<b>\$ 956,040</b>	<b>\$ 3,622,520</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,482,535</b>	<b>\$ 1,228,297</b>	<b>\$ 956,040</b>	<b>\$ 3,666,872</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2020

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>REVENUES</b>				
Interest - Investments	\$ 6,000	\$ 5,500	\$ 7,945	\$ 2,445
Hurricane Irma FEMA Refund	-	-	1,158	1,158
Interest - Tax Collector	-	-	783	783
Special Assmnts- Tax Collector	1,876,212	1,876,212	1,853,780	(22,432)
Special Assessments-Tax Collector-VC1	(22,435)	(22,435)	-	22,435
Special Assmnts- Discounts	(75,048)	(75,048)	(20,841)	54,207
Other Miscellaneous Revenues	-	-	694	694
Access Cards	1,200	1,100	1,990	890
Insurance Reimbursements	-	-	3,096	3,096
Facility Revenue	300	275	766	491
User Facility Revenue	12,600	11,550	17,620	6,070
<b>TOTAL REVENUES</b>	<b>1,798,829</b>	<b>1,797,154</b>	<b>1,866,991</b>	<b>69,837</b>
<b>EXPENDITURES</b>				
<b>Administration</b>				
P/R-Board of Supervisors	11,200	10,263	10,000	263
FICA Taxes	857	781	765	16
ProfServ-Arbitrage Rebate	1,200	1,200	600	600
ProfServ-Dissemination Agent	1,500	1,500	1,500	-
ProfServ-Engineering	7,500	6,875	12,425	(5,550)
ProfServ-Legal Services	75,000	68,750	78,008	(9,258)
ProfServ-Mgmt Consulting Serv	64,985	59,570	59,570	-
ProfServ-Property Appraiser	779	779	392	387
ProfServ-Special Assessment	8,822	8,822	8,822	-
ProfServ-Trustee Fees	10,024	10,024	10,560	(536)
Auditing Services	4,355	4,355	4,355	-
Postage and Freight	750	693	682	11
Rental - Meeting Room	4,200	3,850	3,600	250
Insurance - General Liability	27,867	27,867	22,888	4,979
Printing and Binding	2,000	1,837	243	1,594
Legal Advertising	900	825	847	(22)
Misc-Property Taxes	26,600	26,600	-	26,600
Misc-Records Storage	150	143	-	143
Misc-Assessmnt Collection Cost	37,524	37,524	36,659	865
Misc-Contingency	2,600	2,387	1,983	404
Office Supplies	150	143	-	143
Annual District Filing Fee	175	175	175	-
<b>Total Administration</b>	<b>289,138</b>	<b>274,963</b>	<b>254,074</b>	<b>20,889</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2020

<b>ACCOUNT DESCRIPTION</b>	<b>ANNUAL ADOPTED BUDGET</b>	<b>YEAR TO DATE BUDGET</b>	<b>YEAR TO DATE ACTUAL</b>	<b>VARIANCE (\$) FAV(UNFAV)</b>
<b>Field</b>				
ProfServ-Field Management	290,000	265,837	255,576	10,261
<b>Total Field</b>	<b>290,000</b>	<b>265,837</b>	<b>255,576</b>	<b>10,261</b>
<b>Landscape Services</b>				
Contracts-Mulch	61,000	55,913	54,462	1,451
Contracts - Landscape	278,000	254,837	239,508	15,329
Cntrs-Shrub/Grnd Cover Annual Svc	157,000	143,913	141,452	2,461
R&M-Irrigation	15,000	13,750	8,498	5,252
R&M-Trees and Trimming	25,000	22,913	29,810	(6,897)
Miscellaneous Services	27,475	25,190	22,940	2,250
<b>Total Landscape Services</b>	<b>563,475</b>	<b>516,516</b>	<b>496,670</b>	<b>19,846</b>
<b>Utilities</b>				
Electricity - General	32,000	29,337	31,669	(2,332)
Electricity - Streetlighting	88,000	80,663	91,988	(11,325)
Utility - Water & Sewer	150,000	137,500	143,199	(5,699)
<b>Total Utilities</b>	<b>270,000</b>	<b>247,500</b>	<b>266,856</b>	<b>(19,356)</b>
<b>Operation &amp; Maintenance</b>				
Communication - Telephone	4,500	4,125	5,190	(1,065)
Utility - Refuse Removal	3,000	2,750	2,528	222
R&M-Ponds	10,000	9,163	2,532	6,631
R&M-Pools	25,000	22,913	33,185	(10,272)
R&M-Roads & Alleyways	5,000	4,587	2,051	2,536
R&M-Sidewalks	15,000	13,750	22,223	(8,473)
R&M-Vehicles	20,000	18,337	9,598	8,739
R&M-User Supported Facility	12,600	11,550	10,070	1,480
R&M-Equipment Boats	7,500	6,875	4,423	2,452
R&M-Parks & Facilities	70,000	64,163	16,787	47,376
Miscellaneous Services	2,400	2,200	1,250	950
Misc-Contingency	9,000	8,250	4,188	4,062
Misc-Security Enhancements	7,500	6,875	7,900	(1,025)
Op Supplies - Fuel, Oil	5,000	4,587	2,992	1,595
Cap Outlay - Other	5,000	5,000	33,073	(28,073)
Cap Outlay - Vehicles	20,000	20,000	15,451	4,549
Reserve - Renewal&Replacement	-	-	51,575	(51,575)
Reserve - Sidewalks & Alleyways	60,000	60,000	-	60,000
<b>Total Operation &amp; Maintenance</b>	<b>281,500</b>	<b>265,125</b>	<b>225,016</b>	<b>40,109</b>

**HARMONY**

Community Development District

**General Fund**

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<b>TOTAL EXPENDITURES</b>	<b>1,694,113</b>	<b>1,569,941</b>	<b>1,498,192</b>	<b>71,749</b>
Excess (deficiency) of revenues Over (under) expenditures	104,716	227,213	368,799	141,586
<b>OTHER FINANCING SOURCES (USES)</b>				
Operating Transfers-Out	-	-	(83,196)	(83,196)
Contribution to (Use of) Fund Balance	104,716	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>104,716</b>	<b>-</b>	<b>(83,196)</b>	<b>(83,196)</b>
Net change in fund balance	\$ 104,716	\$ 227,213	\$ 285,603	\$ 58,390
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>1,152,580</b>	<b>1,152,580</b>	<b>1,152,580</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,257,296</b>	<b>\$ 1,379,793</b>	<b>\$ 1,438,183</b>	

**HARMONY**

Community Development District

*Series 2014 Debt Service Fund*

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 1,000	\$ 913	\$ 8,006	\$ 7,093
Special Assmnts- Tax Collector	1,255,895	1,255,895	1,248,229	(7,666)
Special Assmnts- Prepayment	-	-	44,405	44,405
Special Assmnts- Discounts	(50,235)	(50,235)	(14,033)	36,202
<b>TOTAL REVENUES</b>	<b>1,206,660</b>	<b>1,206,573</b>	<b>1,286,607</b>	<b>80,034</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	25,118	25,118	24,684	434
<b>Total Administration</b>	<b>25,118</b>	<b>25,118</b>	<b>24,684</b>	<b>434</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	615,000	615,000	610,000	5,000
Principal Prepayments	-	-	95,000	(95,000)
Interest Expense	571,213	571,213	569,413	1,800
<b>Total Debt Service</b>	<b>1,186,213</b>	<b>1,186,213</b>	<b>1,274,413</b>	<b>(88,200)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,211,331</b>	<b>1,211,331</b>	<b>1,299,097</b>	<b>(87,766)</b>
Excess (deficiency) of revenues Over (under) expenditures	(4,671)	(4,758)	(12,490)	(7,732)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	(4,671)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(4,671)</b>	<b>-</b>	<b>-</b>	<b>-</b>
Net change in fund balance	\$ (4,671)	\$ (4,758)	\$ (12,490)	\$ (7,732)
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>1,240,787</b>	<b>1,240,787</b>	<b>1,240,787</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,236,116</b>	<b>\$ 1,236,029</b>	<b>\$ 1,228,297</b>	

**HARMONY**

Community Development District

*Series 2015 Debt Service Fund*

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending August 31, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 300	\$ 275	\$ 6,919	\$ 6,644
Special Assmnts- Tax Collector	1,029,367	1,029,367	937,503	(91,864)
Special Assmnts- Prepayment	-	-	673,715	673,715
Special Assmnts- Discounts	(41,175)	(41,175)	(10,540)	30,635
<b>TOTAL REVENUES</b>	<b>988,492</b>	<b>988,467</b>	<b>1,607,597</b>	<b>619,130</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	20,587	20,587	18,539	2,048
<b>Total Administration</b>	<b>20,587</b>	<b>20,587</b>	<b>18,539</b>	<b>2,048</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement	430,000	430,000	395,000	35,000
Principal Prepayments	-	-	1,315,000	(1,315,000)
Interest Expense	556,606	556,606	532,613	23,993
<b>Total Debt Service</b>	<b>986,606</b>	<b>986,606</b>	<b>2,242,613</b>	<b>(1,256,007)</b>
<b>TOTAL EXPENDITURES</b>	<b>1,007,193</b>	<b>1,007,193</b>	<b>2,261,152</b>	<b>(1,253,959)</b>
Excess (deficiency) of revenues Over (under) expenditures	(18,701)	(18,726)	(653,555)	(634,829)
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Interfund Transfer - In	-	-	83,196	83,196
Contribution to (Use of) Fund Balance	(18,701)	-	-	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>(18,701)</b>	<b>-</b>	<b>83,196</b>	<b>83,196</b>
Net change in fund balance	\$ (18,701)	\$ (18,726)	\$ (570,359)	\$ (551,633)
<b>FUND BALANCE, BEGINNING (OCT 1, 2019)</b>	<b>1,526,399</b>	<b>1,526,399</b>	<b>1,526,399</b>	
<b>FUND BALANCE, ENDING</b>	<b>\$ 1,507,698</b>	<b>\$ 1,507,673</b>	<b>\$ 956,040</b>	

**HARMONY**

Community Development District

**Supporting Schedules**

**August 31, 2020**

**HARMONY**  
Community Development District

**Non-Ad Valorem Special Assessments  
Osceola County Tax Collector - Monthly Collection Report  
For the Fiscal Year Ending September 30, 2020**

Date Received	Net Amount Received	Discount/ (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation by Fund		
					General Fund	Series 2014 Debt Service Fund	Series 2015 Debt Service Fund
<b>ASSESSMENTS LEVIED FY 2020</b>				\$ 4,039,513	\$ 1,853,780	\$ 1,248,230	\$ 937,503
Allocation %				100%	45.89%	30.90%	23.21%
11/08/19	11,970	657	245	12,871	5,907	3,977	2,987
11/21/19	222,565	9,463	4,542	236,570	108,565	73,101	54,904
12/06/19	1,608,753	68,399	32,832	1,709,984	784,732	528,394	396,859
12/09/19	844	10	17	871	400	269	202
12/23/19	296,629	11,114	6,054	313,797	144,005	96,965	72,827
01/10/20	43,523	1,374	888	45,785	21,011	14,148	10,626
01/13/20	4,833	145	99	5,077	2,330	1,569	1,178
02/12/20	44,693	986	912	46,592	21,382	14,397	10,813
02/12/20	1,839	20	38	1,896	870	586	440
03/09/20	31,053	360	634	32,048	14,707	9,903	7,438
04/10/20	51,698	-	1,055	52,753	24,209	16,301	12,243
04/10/20	3,982	-	81	4,064	1,865	1,256	943
05/12/20	18,683	(460)	381	18,604	8,538	5,749	4,318
05/12/20	3,356	-	68	3,425	1,572	1,058	795
06/08/20	499,277	(14,839)	10,189	494,628	226,991	152,842	114,795
06/13/20	1,070,517	(31,816)	21,847	1,060,548	486,698	327,715	246,136
<b>TOTAL</b>	\$ 3,914,216	\$ 45,414	\$ 79,882	\$ 4,039,513	\$ 1,853,780	\$ 1,248,229	\$ 937,503

Collected in % 100%

<b>TOTAL OUTSTANDING</b>	\$ -	\$ -	\$ -	\$ -
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1.) Prepayments were received during the budget process resulting in a variance between assessments budgeted and assessments placed on the tax roll.



**HARMONY**  
Community Development District

**Cash and Investment Report**  
*August 31, 2020*

**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%	\$318,368	
Checking Account- Operating	CenterState Bank	Interest Bearing Account	n/a	0.05%	\$316,154	
Debit Account	CenterState Bank	Debit Account	n/a	0.25%	\$7,835	
					<b>Subtotal</b>	<b>\$642,357</b>
Certificate of Deposit	BankUnited	12 month CD	2/19/2021	1.60%	\$106,442	
Money Market Account	BankUnited	Money Market Account	n/a	0.30%	\$733,736	
					<b>Subtotal</b>	<b>\$840,178</b>

**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 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$23,077	
Series 2014 Reserve Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.02%	\$607,313	
Series 2014 Revenue Fund	US Bank	US Bank Governmental Obligation Fund	n/a	0.02%	\$597,907	
Series 2015 Prepayment Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$317,749	
Series 2015 Reserve Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$340,000	
Series 2015 Revenue Fund	US Bank	US Bank Open-Ended Commercial Paper	n/a	0.02%	\$298,291	
					<b>Subtotal</b>	<b>\$2,184,337</b>
					<b>Total</b>	<b>\$3,666,872</b>

**7B**

# Harmony

Community Development District

General Fund

**Invoice Approval Report # 245**

**September 14, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
<b>ADVANCED MARINE SERVICES</b>	108192	R	\$ 651.96
		Vendor Total	<u>\$ 651.96</u>
<b>AMERITAS LIFE INSURANCE CORP.</b>	081720-0000	R	\$ 206.32
		Vendor Total	<u>\$ 206.32</u>
<b>ARROW PAVEMENT SERVICES INC.</b>	0903201	R	\$ 9,600.00
		Vendor Total	<u>\$ 9,600.00</u>
<b>BOYD CIVIL ENGINEERING</b>	02746	A	\$ 1,168.13
		Vendor Total	<u>\$ 1,168.13</u>
<b>BRIGHT HOUSE NETWORKS - ACH</b>	028483401080720 ACH 028483501083020 ACH	R R	\$ 123.98 \$ 99.98
		Vendor Total	<u>\$ 223.96</u>
<b>BROWNIE'S SEPTIC &amp; PLUMBING LLC</b>	L51302 I51146	R R	\$ 25,000.00 \$ 5,170.00
		Vendor Total	<u>\$ 30,170.00</u>
<b>COMPLETE I.T.</b>	5496	R	\$ 50.00
		Vendor Total	<u>\$ 50.00</u>
<b>FEDEX</b>	7-083-93877 7-091-05096	R R	\$ 25.16 \$ 14.47
		Vendor Total	<u>\$ 39.63</u>
<b>FLORIDA RESOURCE MGT LLC-ACH</b>	82425 ACH	R	\$ 10,261.37
		Vendor Total	<u>\$ 10,261.37</u>
<b>HARMONY CDD</b>	082120 090820	R R	\$ 300,000.00 \$ 120,000.00
		Vendor Total	<u>\$ 420,000.00</u>
<b>HUMANA MEDICAL PLAN</b>	512980417	R	\$ 1,801.72
		Vendor Total	<u>\$ 1,801.72</u>
<b>INFRAMARK</b>	55318	A	\$ 5,431.97
		Vendor Total	<u>\$ 5,431.97</u>

# Harmony

Community Development District

General Fund

**Invoice Approval Report # 245**

**September 14, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
ORLANDO UTILITIES COMMISSION-ACH	081020-9921 ACH	R	\$ 10,930.82
		Vendor Total	\$ 10,930.82
PINEY BRANCH MOTORS INC - ACH	RI1028478 ACH	R	\$ 90.00
	RI1028477 ACH	R	\$ 490.00
	Vendor Total		\$ 580.00
POOLSURE	101295607503	R	\$ 105.00
	101295605297	R	\$ 35.00
	101295607626	R	\$ 35.00
	101295602795	R	\$ 120.00
	101295606360	R	\$ 35.00
	101295602828	R	\$ 32.55
	101295604317	R	\$ 35.00
	101295602829	R	\$ 35.00
	101295601922	R	\$ 195.00
	101295603278	R	\$ 35.00
	101295608759	R	\$ 270.00
	101295609001	R	\$ 35.00
	101295609000	R	\$ 60.00
Vendor Total		\$ 1,027.55	
PROPET DISTRIBUTORS INC.	131204	R	\$ 1,680.00
		Vendor Total	\$ 1,680.00
SANDRA L. SCHNEIDER dba JAMMIN PLAYGROUNDS	INV-0260	R	\$ 2,450.00
		Vendor Total	\$ 2,450.00
SERVELLO & SONS INC	17246	R	\$ 39,080.95
	17308	R	\$ 653.42
	Vendor Total		\$ 39,734.37
SPIES POOL LLC	356127	R	\$ 499.50
	356426	R	\$ 175.00
	Vendor Total		\$ 674.50
SPRINT	244553043-085 ACH	R	\$ 500.72
		Vendor Total	\$ 500.72

# Harmony

Community Development District

General Fund

**Invoice Approval Report # 245**

**September 14, 2020**

Payee	Invoice Number	A= Approval R= Ratification	Invoice Amount
SSPS INC.	87070	R	\$ 142.37
		Vendor Total	<u>\$ 142.37</u>
TOHO	081720 ACH	R	\$ 19,788.90
		Vendor Total	<u>\$ 19,788.90</u>
WASTE CONNECTIONS OF FL.	1290964	R	\$ 243.01
		Vendor Total	<u>\$ 243.01</u>
YOUNG QUALLS, P.A.	16070	A	\$ 10,390.50
		Vendor Total	<u>\$ 10,390.50</u>
Total			<u>\$ 567,747.80</u>
<b>Total Invoices</b>			<b>\$ 567,747.80</b>

**HARMONY**

Community Development District

**Check Register**

**August 1 - August 31, 2020**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 8/1/20 to 8/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
<b>BANK UNITED MMA - (ACCT# XXXX2815)</b>									
Check	118	08/12/20	Vendor	HARMONY CDD	080320 2	OPEN NEW CHCKING ACCOUNT-BANK UNITED	Cash with Fiscal Agent	103000	\$30,000.00
Check	119	08/27/20	Vendor	HARMONY CDD	080320	TRXFR BU MM TO CK	Cash with Fiscal Agent	103000	\$55,000.00
Check	120	08/27/20	Vendor	HARMONY CDD	082120	TRXFR FROM BU MM TO BU CK	Cash with Fiscal Agent	103000	\$300,000.00
<b>Account Total</b>									<b>\$385,000.00</b>

**CENTERSTATE BANK GF - (ACCT# XXXX2933)**

Check	55490	08/06/20	Vendor	COMPLETE I.T.	5440	7/15/20 ZOOM MEETING	Misc-Contingency	001-549900-51301	\$50.00
Check	55491	08/06/20	Vendor	HUMANA MEDICAL PLAN	512980444	AUG 20 HEALTH INSURANCE	ProfServ-Field Management	001-531016-53901	\$1,801.72
Check	55492	08/06/20	Vendor	SPIES POOL LLC	354769	PATCHED POOL LEAKS	R&M-Pools	001-546074-53910	\$525.00
Check	55493	08/06/20	Vendor	SUN PUBLICATIONS DBA	234245	7/16 & 7/23 LOCATION CHANGE NOTICE	Legal Advertising	001-548002-51301	\$126.66
Check	55494	08/06/20	Vendor	WASTE CONNECTIONS OF FL.	1286184	08/01/20-08/31/20 WASTE REMOVAL	Utility - Refuse Removal	001-543020-53910	\$225.00
Check	55495	08/12/20	Vendor	ARROW PAVEMENT SERVICES INC.	0805201	RPLC CONCRETE SIDEWALK	R&M-Sidewalks	001-546084-53910	\$9,600.00
Check	55496	08/12/20	Vendor	LLS TAX SOLUTIONS INC	002043	BOND SERIES 2014 RBT PE 6/29/20	ProfServ-Arbitrage Rebate	001-531002-51301	\$600.00
Check	55497	08/12/20	Vendor	NORTH SOUTH SUPPLY, INC.	3346250	IRRIGATION SUPPLIES	R&M-Irrigation	001-546041-53902	\$209.03
Check	55498	08/12/20	Vendor	SERVELLO & SONS INC	167093966	Replace missing/declined Jack Frost Ligustrum	Miscellaneous Services	001-549001-53902	\$1,616.00
Check	55499	08/20/20	Vendor	ADVANCED MARINE SERVICES	108192	BATTERY	R&M-Equipment Boats	001-546223-53910	\$651.96
Check	55500	08/20/20	Vendor	FEDEX	7-083-93877	SRVCS THRU 08/04/20	Postage and Freight	001-541006-51301	\$25.16
Check	55500	08/20/20	Vendor	FEDEX	7-091-05096	SRVCS THRU 08/11/20	Postage and Freight	001-541006-51301	\$14.47
Check	55501	08/20/20	Vendor	INFRAMARK, LLC	54234	AUGUST MANAGMENT SRVCS	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,415.42
Check	55501	08/20/20	Vendor	INFRAMARK, LLC	54234	AUGUST MANAGMENT SRVCS	Postage and Freight	001-541006-51301	\$15.50
Check	55501	08/20/20	Vendor	INFRAMARK, LLC	54234	AUGUST MANAGMENT SRVCS	Printing and Binding	001-547001-51301	\$8.80
Check	55503	08/20/20	Vendor	POOLSURE	101295607503	SPLASH PAD BLEACH	R&M-Pools	001-546074-53910	\$105.00
Check	55503	08/20/20	Vendor	POOLSURE	101295605297	SPLASH PAD CONTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	55503	08/20/20	Vendor	POOLSURE	101295607626	8/1 SPLASH PAD CONTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	55503	08/20/20	Vendor	POOLSURE	101295602795	SPLASH PAD BLEACH & ACID	R&M-Pools	001-546074-53910	\$120.00
Check	55503	08/20/20	Vendor	POOLSURE	101295606360	SPLASH PAD CONTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	55503	08/20/20	Vendor	POOLSURE	101295602828	2/3-2/29/20 SPLASH PAD CNTRLR LEASE	R&M-Pools	001-546074-53910	\$32.55
Check	55503	08/20/20	Vendor	POOLSURE	101295604317	5/1 SPLASH PAD CONTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	55503	08/20/20	Vendor	POOLSURE	101295602829	3/1 SPLASH PAD CONTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	55503	08/20/20	Vendor	POOLSURE	101295601922	1/24 SPLASH PAD BLEACH & ACID	R&M-Pools	001-546074-53910	\$195.00
Check	55503	08/20/20	Vendor	POOLSURE	101295603278	4/1 SPLASH PAD CONTRL LEASE	R&M-Pools	001-546074-53910	\$35.00
Check	55503	08/20/20	Vendor	POOLSURE	101295608759	8/11 SWIM CLUB BLEACN & ACID	R&M-Pools	001-546074-53910	\$270.00
Check	55504	08/20/20	Vendor	SANDRA L. SCHNEIDER	INV-0260	INSTALL SHADE TOP	R&M-Pools	001-546074-53910	\$2,450.00
ACH	DD591	08/04/20	Employee	STEVEN P. BERUBE	PAYROLL	August 04, 2020 Payroll Posting			\$184.70
ACH	DD592	08/04/20	Employee	DAVID L. FARNSWORTH	PAYROLL	August 04, 2020 Payroll Posting			\$184.70
ACH	DD593	08/04/20	Employee	WILLIAM BOKUNIC	PAYROLL	August 04, 2020 Payroll Posting			\$184.70
ACH	DD594	08/04/20	Employee	MICHAEL J. SCARBOROUGH	PAYROLL	August 04, 2020 Payroll Posting			\$184.70
ACH	DD598	08/14/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483501073020 ACH	07/20-08/27/20 0050284835-01	Misc-Security Enhancements	001-549911-53910	\$99.98
ACH	DD599	08/14/20	Vendor	SPRINT SOLUTIONS, INC. - ACH	244553043-084 ACH	06/26-07/26/20 244553043	Communication - Telephone	001-541003-53910	\$452.98
ACH	DD600	08/07/20	Vendor	PINEY BRANCH MOTORS INC - ACH	R1023412 ACH	08/02/20-09/01/20 12X60 OFFICE TRAILER	Reserve - Renewal&Replacement	001-568130-53910	\$490.00
ACH	DD601	08/07/20	Vendor	PINEY BRANCH MOTORS INC - ACH	R1023413 ACH	8/02/20-09/01/20 40' CONTAINER LEASE	Reserve - Renewal&Replacement	001-568130-53910	\$90.00
ACH	DD602	08/30/20	Vendor	BRIGHT HOUSE NETWORKS - ACH	028483401080720 ACH	08/06-09/05/20 0050284834-01	Misc-Security Enhancements	001-549911-53910	\$123.98
ACH	DD603	08/30/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	82256 ACH	PAYROLL PE 08/09/20	ProfServ-Field Management	001-531016-53901	\$10,141.97
ACH	DD604	08/30/20	Vendor	FLORIDA RESOURCE MGT LLC-ACH	82425 ACH	PAYROLL PE 08/23/20	ProfServ-Field Management	001-531016-53901	\$10,261.37
ACH	DD605	08/30/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	081020-9921 ACH	07/09-08/10/20 WATER UTILITIES	Electricity - General	001-543006-53903	\$2,347.35
ACH	DD605	08/30/20	Vendor	ORLANDO UTILITIES COMMISSION-ACH	081020-9921 ACH	07/09-08/10/20 WATER UTILITIES	Electricity - Streetlighting	001-543013-53903	\$8,583.47

**HARMONY COMMUNITY DEVELOPMENT DISTRICT**

**Payment Register by Bank Account**

For the Period from 8/1/20 to 8/31/20

(Sorted by Check / ACH No.)

Pymt Type	Check / ACH No.	Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	GL Account #	Amount Paid
ACH	DD611	08/30/20	Vendor	TOHO WATER AUTHORITY - ACH	071620 ACH	06/16-07/16/20 WATER UTILITIES	Utility - Water & Sewer	001-543021-53903	\$17,923.59
ACH	DD611	08/30/20	Vendor	TOHO WATER AUTHORITY - ACH	071620 ACH	new checking account -auto pay not setup	Utility - Water & Sewer	001-543021-53903	(\$189.45)
<b>Account Total</b>									<b>\$75,331.31</b>

**BANK UNITED GF - (ACCT# XXXX9494)**

Check	202	08/27/20	Vendor	POOLSURE	101295608617	ASHLEY PARK BLEACH & ACID	R&M-Pools	001-546074-53910	\$307.50
Check	203	08/27/20	Vendor	PROPET DISTRIBUTORS INC.	131204	LITTER BAGS	R&M-Parks & Facilities	001-546225-53910	\$1,680.00
Check	204	08/27/20	Vendor	SERVELLO & SONS INC	17246	AUG 2020 LANDSCAPE MAINT	mlch	001-534065-53902	\$4,942.63
Check	204	08/27/20	Vendor	SERVELLO & SONS INC	17246	AUG 2020 LANDSCAPE MAINT	landscape	001-534171-53902	\$21,299.50
Check	204	08/27/20	Vendor	SERVELLO & SONS INC	17246	AUG 2020 LANDSCAPE MAINT	landscape	001-534172-53902	\$12,838.82
Check	204	08/27/20	Vendor	SERVELLO & SONS INC	17308	AUG 2020 EAST LAKE BERM	Miscellaneous Services	001-549001-53902	\$653.42
Check	205	08/31/20	Vendor	BROWNIE'S SEPTIC & PLUMBING LLC	L51302	EMERGENCY STORM DRAIN RPLCMNT	Reserve - Renewal&Replacement	001-568130-53910	\$25,000.00
<b>Account Total</b>									<b>\$66,721.87</b>

<b>Total Amount Paid</b>	<b>\$527,053.18</b>
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**HARMONY**

Community Development District

**Debit Card Invoices**

**August 1 - August 31, 2020**

**Monthly Debit Card Purchases  
August-2020**

<b>Date</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
8/20/2020	Paypal	Refund	(33.00)
8/14/2020	Overstock	Trolling Motor	472.99
8/18/2020	Jane Hile	Faucet	65.05
8/3/2020	Sunoco	Fuel - Sidewalks	33.03
8/3/2020	Amazon	Ryobi 18-Volt One + Lithium-Ion Battery	88.90
8/3/2020	Amazon	Ryobi 18-Volt One + Lithium-Ion Battery	88.90
8/3/2020	Apple.com	iCloud 200 GB Storage Plan (Apple)	2.99
8/4/2020	Amazon	Starter Drive Solenoid Fits Polaris	51.15
8/4/2020	Amazon	Caution Barricade Tape	66.67
8/5/2020	Amazon	Return Wireless Car Charger	(31.99)
8/5/2020	Winn Dixie	Staff Water	40.00
8/5/2020	D's Ace Hardware	Faucet Suply Line	48.94
8/6/2020	Glacier Water	Staff Water	1.60
8/6/2020	UHL Gatorlake Auto	Propane Tank	64.50
8/7/2020	Amazon	Seaflo Submersible Boat Water Pump	34.99
8/7/2020	Amazon	Seaflo Submersible Boat Water Pump	34.99
8/7/2020	Glacier Water	Staff Water	1.60
8/7/2020	Glacier Water	Staff Water	1.60
8/10/2020	Sunoco	Fuel	48.49
8/10/2020	Amazon	Stainless Steel Hex Nuts	20.99
8/10/2020	Amazon	Gates G-Force CVT Belt	48.17
8/10/2020	Amazon	12V 5A Smart Battery Charger	33.99
8/10/2020	Amazon	Propeller	127.49
8/11/2020	7-Eleven	Fuel	22.00
8/13/2020	Amazon	Pressure Washer Gun	33.97
8/13/2020	IDZ	Proxy Cards	718.20
8/13/2020	Wawa	Fuel	53.02
8/14/2020	D's Ace Hardware	Padlock Comb 2 Reset	53.97
8/14/2020	Sunoco	Fuel - Sidewalks	36.49
8/17/2020	Amazon	Duracell AA Batteries	48.00
8/17/2020	Amazon	Rain Bird Timer/Controller	57.89
8/17/2020	Amazon	Dell Inspiron 15.6" Laptop	689.00
8/17/2020	Amazon	Tire-Front, Black	147.94
8/17/2020	Amazon	Chlorine	26.73
8/17/2020	Amazon	Paper Towels	130.95
8/17/2020	Amazon	Hydraulic Valve	39.69
8/18/2020	Amazon	Microsoft 365	99.99
8/18/2020	Amazon	Liquid Reagent	32.01
8/18/2020	Amazon	Hose	106.02
8/19/2020	Amazon	Hose	51.98
8/20/2020	Amazon	Motor Oil	80.97
8/20/2020	Amazon	Hedge Trimmer	139.48
8/21/2020	Sunoco	Fuel	46.11
8/21/2020	Amazon	Spalding Backboards (2)	399.60
8/25/2020	Amazon	Tow Strap	44.97
8/25/2020	Amazon	Reciprocating Saw	68.99
8/26/2020	Amazon	ATV Snow Mobile Parts	32.99
8/26/2020	Amazon	iPhone screen protector, umbrella, trash can liners	213.24
8/28/2020	Amazon	Root Cutter	199.99
8/31/2020	Sunoco	Fuel	55.94
		<b>TOTAL</b>	<b>4,942.17</b>

**7E.**



# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

August 13, 2020

Harmony Community Development District  
c/o Inframark Infrastructure Management Services  
210 North University Drive, Suite 702  
Coral Springs, FL 33071

## **The Objective and Scope of the Audit of the Financial Statements**

You have requested that we audit the financial statements of Harmony Community Development District, which comprise governmental activities, a discretely presented component unit and each major fund for the General Fund as of and for the year ended September 30, 2020 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2020 and thereafter for two annual renewals if mutually agreed by Harmony Community Development District and Berger, Toombs, Elam, Gaines, & Frank, Certified Public Accountants, PL.

Our audit will be conducted with the objective of expressing an opinion on the financial statements.

## **The Responsibility of the Auditor**

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division for CPA Firms  
Private Companies practice Section

Member FICPA



In making our risk assessments, we consider internal control relevant to Harmony Community Development District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Harmony Community Development District and that are to be included as part of our audit are listed below:

1. General Fund
2. Two Debt Service Fund
3. Capital Service Fund

## **The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Management is responsible for identifying and ensuring that Harmony Community Development District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud, or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud, or suspected fraud affecting the entity.

Harmony Community Development District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, Harmony Community Development District agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering.

Because Berger, Toombs, Elam, Gaines & Frank will rely on Harmony Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, Harmony Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Harmony Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

### **Records and Assistance**

If circumstances arise relating to the condition of the Harmony Community Development District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements, because of error, fraudulent financial reporting, or misappropriation of assets, which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including: declining to express an opinion, issuing a report, or withdrawing from engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Harmony Community Development District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.



The assistance to be supplied, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with an Inframark accountant. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

### **Other Relevant Information**

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

### **Fees, Costs, and Access to Workpapers**

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2020, will not exceed \$4,400, unless the scope of the engagement is changed, the assistance which Harmony Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case, we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. The two annual renewals must be mutually agreed and approved by the Board of Supervisors.

In the event we are requested or authorized by Harmony Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Harmony Community Development District, Harmony Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.





Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

### **Information Security – Miscellaneous Terms**

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Harmony Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Harmony Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Harmony Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

### **Reporting**

We will issue a written report upon completion of our audit of Harmony Community Development District's financial statements. Our report will be addressed to the Board of Harmony Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Harmony Community Development District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines & Frank and Harmony Community Development District, superseding all proposals, oral or written, and all other communication, with respect to the terms of the engagement between the parties.



Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

*Berger Toombs Elam  
Gaines + Frank*

Berger, Toombs, Elam, Gaines & Frank  
J. W. GAINES, CPA

Confirmed on behalf of the addressee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Judson B. Baggett | 6815 Dairy Road  
 MBA, CPA, CVA, Partner | Zephyrhills, FL 33542  
 Marci Reutimann | (813) 788-2155  
 CPA, Partner | (813) 782-8606

## Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL  
 and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [aicpa.org/prsummary](http://aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

*Baggett, Reutimann & Associates, CPAs, PA*  
 BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA  
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. E-File with email: [jud@baggett.com](mailto:jud@baggett.com)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,  
ELAM, GAINES AND FRANK AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT  
(DATED AUGUST 13, 2020)**

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**INFRAMARK  
INFRASTRUCTURE MANAGEMENT SERVICES  
210 NORTH UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FL 33071  
TELEPHONE: 954-603-0033  
EMAIL: \_\_\_\_\_**

**Auditor: J.W. Gaines**

**District: Harmony CDD**

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



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

**Title: Director**

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

**Date: August 13, 2020**

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

**7F.**

**NOTICE OF FISCAL YEAR 2021 MEETING SCHEDULE  
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Harmony Community Development District will hold their meetings for Fiscal Year 2021 at the \_\_\_\_\_ on the last Thursday of each month at 6:00 p.m., with the exception as noted below:

October 29, 2020  
November 19, 2020 (Third Thursday)  
December 17, 2020 (Third Thursday)  
January 28, 2021  
February 25, 2021  
March 25, 2021  
April 29, 2021  
May 27, 2021 – Workshop 4:30 p.m.  
May 27, 2021 – Regular Meeting – 6:00 p.m.  
June 24, 2021  
July 29, 2021  
August 26, 2021  
September 30, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time and location to be specified on the record at the meetings.

Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information: <https://www.harmonycdd.org>

There may be occasions when one or more Supervisors will participate via telephone. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Management Company, Inframark at (954) 603-0033 at least two (2) calendar days prior to the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Management Company at least two (2) days prior to the date of the meetings.

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

Kristen Suit  
District Manager

**Grace Community Church**  
**5501 E. Irlo Bronson Memorial Hwy**  
**St. Cloud, FL 34771**

District would agree to requests as detailed:

- a) both groups will have access to hallways, restrooms and sanctuary;
- b) both may use the projector screen; other a/v equipment as requested;
- c) each group will donate \$250 per meeting; the CDD will write one check in advance for the published FY21 schedule;
- d) additional meetings (workshop/emergency/etc) will be paid at the same rate--we will request availability as soon as practicable in advance;
- e) both groups will provide our FY21 schedules ASAP based on each Boards' in-person meeting desires;
- f) each group will need the Church's W9;
- g) we agree to leave the facility as we found it;
- h) each group will provide a COI naming Grace Community Church as insured;
- i) each group agrees to your request to clean/sanitize the facility (\$6-900 est.) should any of our attendees contract Covid-19 tied to their church visit.







**7G.**

**7Gi**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT  
PARKS AND RECREATION FACILITY USAGE APPLICATION**

**ORGANIZATION/COMPANY USE APPLICATION**

**IMPORTANT:** Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

**APPLICANT INFORMATION**

Name of Entity/Organization/Company:

Harmony HROA

Address:

811 W. Mabelle St. Kissimmee FL 34741

Type of Organization:  Non-Profit  Commercial  Government  Private

If Non-Profit, does your organization hold a current 503(c)(3) certificate?  Yes  No

Contact Person:

Jen Abrahamson E-mail: Harmony@chinbydirector@gmail.com

Work Phone:

Cell Phone:

407-709-0187 Small

**EVENT INFORMATION**

Type of event:

Music in the Square

Requested location:

Town Square

Event date(s):

Sat. 10-3-20

Times From:

4 (a.m./p.m.)

To:

11 (a.m./p.m.)

Anticipated # of attendees:

100

What age group?

**NOTE:** If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.

**DAMAGE DEPOSIT**

For each event with 10 or more attendees, the District shall collect from the event organizer a Damage Deposit in the amount \$250 at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

**VENDORS/MERCHANDISE**

*Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.*

How many vendor/merchandise locations will your event require? \_\_\_\_\_

Please describe vendors/type that will occur on day of event:   n/a  

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached:  Yes  No

**CATERING**

Will your event require catering?  Yes  No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/ Pager: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTACT INFORMATION**

*Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.*

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741

Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741

Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370



**NOTE: The attached Rider pages must also be signed.**

**INDEMNIFICATION AND HOLD HARMLESS**

The **EVENT ORGANIZER** agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

**UPON SIGNATURE** of this application, **THE EVENT ORGANIZER AGREES TO BE LIABLE** for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

**THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS** for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

**ACKNOWLEDGEMENT:**

- I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.
- I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

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

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

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

*Jennifer Abrahamson*

9-9-20

**APPROVAL FROM HARMONY CDD**

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

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

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

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

Harmony CDD  
Facility Usage Application (Company)

**INDEMNIFICATION AND HOLD HARMLESS**

The **EVENT ORGANIZER** agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons. **UPON SIGNATURE** of this application, **THE EVENT ORGANIZER AGREES TO BE LIABLE** for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons. By utilizing District facilities, there are certain risks arising from or related to possible exposure to communicable diseases including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"). The Event Organizer represents he or she is fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that he or she may sustain in connection with such Communicable Diseases.


**THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS** for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes. None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

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- *If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.*

Signature:  Date: 9-17-20  
 Printed Name: Jennifer Abernham



**APPROVAL FROM HARMONY CDD**

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

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

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

**7Gii**

**HARMONY COMMUNITY DEVELOPMENT DISTRICT  
PARKS AND RECREATION FACILITY USAGE APPLICATION**

**ORGANIZATION/COMPANY USE APPLICATION**

**IMPORTANT:** Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

**APPLICANT INFORMATION**

Name of Entity/Organization/Company: Harmony HPOA  
 Address: 811 W. Mablette St. Kissimmee FL 34741  
 Type of Organization:  Non-Profit  Commercial  Government  Private  
 If Non-Profit, does your organization hold a current 501(c)(3) certificate?  Yes  No  
 Contact Person: Jan Abrahamson E-mail: Harmonyactivitiesdirect@gmail.com  
 Work Phone: \_\_\_\_\_ Cell Phone: 4077090187

**EVENT INFORMATION**

Type of event: Winter Fest  
 Requested location: Town Square  
 Event date(s): 12-11-20 Times From: 3 (a.m./p.m.) To: 11 (a.m./p.m.)  
 Anticipated # of attendees: 1000 What age group? all

**NOTE:** If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system, and propping the gates will result in a default that disables the card readers where no one will have access.

**DAMAGE DEPOSIT**

For each event with 10 or more attendees, the District shall collect from the event organizer a **Damage Deposit** in the amount \$250 at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

**VENDORS/MERCHANDISE**

*Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.*

How many vendor/merchandise locations will your event require? \_\_\_\_\_

Please describe vendors/type that will occur on day of event:           n/a          

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached:  Yes  No

**CATERING**

Will your event require catering?  Yes  No

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell/ Pager: \_\_\_\_\_ Email: \_\_\_\_\_

**CONTACT INFORMATION**

*Contact information to obtain a County permit or additional waste management services, as required in the Harmony Community Development District Parks and Recreation Facilities Policy.*

Osceola County Zoning and Code Enforcement:  
One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-3400

Osceola County Parks and Recreation Department:  
One Courthouse Square, Suite 1200, Kissimmee, FL 34741  
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

**NOTE: The attached Rider page must also be signed.**

**INDEMNIFICATION AND HOLD HARMLESS**

The **EVENT ORGANIZER** agrees that this application applies to the entity, corporation or organization and all of its agents, officers, directors, employees, consultants or similar persons.

**UPON SIGNATURE** of this application, **THE EVENT ORGANIZER AGREES TO BE LIABLE** for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

**THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS** for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.


The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Harmony Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

**SIGNATURE OF APPLICANT/EVENT ORGANIZER**

**ACKNOWLEDGEMENT:**

- I understand that this is an application only and does not obligate the Harmony Community Development District in any fashion to reserve any facility and/or approve any event.
- I have read, understand, and agree to abide by the policies set forth by the Harmony Community Development District in Chapter 4, Parks and Recreation Facilities Rules.
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature:  Date: 9-9-20  
 Printed Name: Jennifer Abrahamson

**APPROVAL FROM HARMONY CDD**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

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Signature:  Date: 9-17-20  
 Printed Name: Jennifer Anderson

**APPROVAL FROM HARMONY CDD**

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

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

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