

**HARMONY CDD
CONSTRUCTION USE APPLICATION**

Use Applications must be filed not more than one hundred eighty (180) days before and not less than thirty (30) days before the date and time at which the proposed construction is intended to begin, provided, however, that for good cause shown, the Harmony Community Development District ("CDD"), a Florida Community Development District, may waive the maximum and minimum filing periods and may accept an application filed within a longer or shorter period. CDD may, after due consideration for the date, time, place and nature and location of the construction, and the necessity for CDD services which will be required in connection therewith, elect to reject or approve this Application.

PLEASE TYPE OR PRINT IN INK

Name of Company: DON WHYTE
Mailing Address: 7104 INDIAN GRASS ROAD Phone: 801-201-8525
HARMONY, FL 34773 Email: wdonwhyte@gmail.com

Contact Person (name and title): DON WHYTE
Mailing Address: 7104 INDIAN GRASS ROAD Phone: 801-201-8525
HARMONY, FL 34773 Email: wdonwhyte@gmail.com

Date of Construction: Oct. 1, 2016 TIMES—Start: 8:00 AM End: 5:00 pm

Nature of Construction (including the type(s) of activities which will occur): Access across CDD land for installation of a pool, fencing, and landscaping on Lot 3, BIRCHWOOD NEIGHBORHOOD D-11' owned by the above named, DON WHYTE.

Area(s) to be used (attach sketch and/or legal description): See sketch attached - property to be used for access only.

Setup will begin at said area(s) at approximately (time) permit pending but work will be done immediately and will be completed at (time) upon receipt of

Equipment and apparatus proposed to be utilized in connection with the construction: back hoe, truck, loader, work will be done by Signature Pools, Inc. Permit under contract to resident.

FEES: Approval of any use application may be contingent upon the payment of certain nonrefundable fees determined by CDD based on the area(s) to be used, any services required to be provided by CDD and other reasonable criteria established by CDD. Applicant shall pay such fees prior to the approval of any use application, unless waived by CDD.

Signed by Applicant:

[Signature]
Signature

W. DON WHYTE
Print Name

Witness: [Signature]
Print Name: MICHELLE BERBER

Witness: [Signature]
Print Name: Debra Justesen

As: _____
(Insert title if applicable)

Of: _____
(Insert name of organization if applicable)

Date: _____

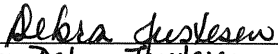
NOTE: Applicant agrees to pay all costs incurred by the District associated with reviewing the applicant's application request.

CONSTRUCTION USE AGREEMENT

Harmony Community Development District, a Florida Community Development District ("CDD") hereby grants permission to the applicant ("Applicant") named on the attached USE APPLICATION (the "Application") to use the area described on the Application (the "Area") on the date and during the time specified on the Application and for the purpose specified on the Application (the "Construction"), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein.

1. Right to Terminate: CDD reserves the right to, immediately and without notice, terminate the Construction if there shall be any violation of the terms, conditions or provisions of this USE AGREEMENT, or, if in the judgment of CDD, there is a reasonable likelihood that continuation of the Construction will put life or property at risk of injury or damage.
2. Indemnification: Applicant shall indemnify, defend and hold harmless CDD and the officers, directors, agents, employees and assigns of CDD from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, "Applicant's Representatives") including, without limitation, any failure of Applicant or Applicant's Representatives to comply with the terms, conditions and/or provisions of this USE AGREEMENT.
3. Compliance with Law: Applicant shall comply, and cause all of Applicant's Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant's and Applicant's Representatives use of the Area.
4. Damage to Property: Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant's Representatives. CDD shall not be responsible for any injury or damage to Applicant or Applicant's Representatives or their respective property.
5. "As Is" Condition: Applicant accepts the use of the Area in its "as is condition." CDD shall have no obligation to make any changes thereto. CDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area's current condition.
6. Rules and Regulations: Applicant and Applicant's Representatives shall comply with the following Rules and Regulations:
 - a) Neither Applicant nor Applicant's Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the Harmony community by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant's use of the Area.
 - d) Applicant and Applicant's Representatives shall comply with any additional Rules and Regulations attached hereto.
7. Right to Use Only: This USE AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant's Representatives the right to use the Area as and when provided above.
8. Other Conditions. Depending upon the nature of the Construction and the Area, CDD reserves the right to require, as a condition of using the Area:
 - a) Certificate of Insurance (form, type, limits and coverage approved by CDD) with respect to the Area and the Construction;
 - b) Security appropriate for the Construction and Area;
 - c) Bond or deposit to cover clean up/repair costs; and/or
 - d) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Construction.


Witness: 
 Print Name: MICHELLE GERBER

Witness: 
 Print Name: Debra Justesen

Witness: _____
 Print Name: _____

Witness: _____
 Print Name: _____

Signed by Applicant:



Signature: _____
 Print Name: W. DON WHYTE

As: _____
(Insert title if applicable)

Of: _____
(Insert name of organization if applicable)

Date: _____

Approved by: **HARMONY COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Name: _____
 Title: _____

Date: _____

ADDITIONAL CONSTRUCTION RULES AND REGULATIONS

1. Applicant shall provide its own sanitary facilities as appropriate in accordance with applicable regulations or reasonable requirements of the District.
2. No pets shall be permitted within the Area.
3. No permanent structures are permitted to be constructed within the Area without permission from all permitting authorities and affected entities.
4. No digging activities are permitted within the Area without dig permits, locates, and permission from all affected entities.
5. Site shall be restored as closely as possible to the original condition through grading and sodding of Area used. Clearing of small plant material is acceptable but must be replaced by similar plant material.
6. Applicant shall provide written confirmation to the District that coordination and notification has been made with all utility systems within the Area.
7. Applicant shall coordinate all activities with the District's field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
8. No District sidewalks shall be closed without prior written approval from the District.
9. When closing sidewalks, the appropriate required signage shall be placed at the nearest handicap ramps at either ends of the sidewalk being closed for detour purposes. The appropriate sidewalk closed signs shall also be placed at the section of sidewalk being closed.
10. The sidewalks shall be re-opened, cleaned, and swept at the end of each working day and on weekends unless prior approval has been received from the CDD Field Manager, Gerhard van der Snel, 407-301-2235.
11. CDD-owned property shall not be used as a lay down area.
12. All tools, equipment, and material shall stay off CDD-owned property when not being used by applicant.
13. All fencing, screening, and signage shall be maintained at a high level.
14. Sidewalks shall be open to the public on all holidays and weekends which are part of a holiday celebration.
15. Applicant must obtain appropriate permits from Osceola County and all other agencies related to the work associated with this agreement.
16. The Harmony Community Development District shall be named as additional insured on applicant's insurance policy with a limit of at least \$1,000,000.00 for general liability, and a copy of the insurance certificate shall be provided to the CDD prior to commencement of any work that would require closing CDD sidewalk(s).

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature 

Title _____

Date Sept 15, 2016



CERTIFICATE OF LIABILITY INSURANCE

SIGNA-1

OP ID: CS

DATE (MM/DD/YYYY)

09/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance and Risk Management of Florida, LLC 755 W SR 434, Suite E Longwood, FL 32750 Bill Hodgkins	CONTACT NAME: Lee Insurance Concepts PHONE (A/C, No, Ext): 321-214-1990 E-MAIL ADDRESS: martys@irmtoday.com		FAX (A/C, No): 321-710-2501
	INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance of Har		NAIC # 20478
INSURED Signature Pools, Inc Unit 43 8818 Commodity Circle Orlando, FL 32819	INSURER B: Transportation Insurance Co		20494
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

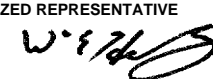
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pool Popping incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		5083169934	02/12/2016	02/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			C5083169920	02/12/2016	02/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC583169948	02/12/2016	02/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Harmony Community Development District & Don & Billie Jo Whyte are additional insured as respects general liability coverage per written contract

CERTIFICATE HOLDER**CANCELLATION**

HARMONY Harmony Community Development District 313 Campus Street Celebration, FL 34747	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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