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June 1, 2020

Compass Trading Company L.L.C.
ATTN: Charles Vogel
26 Island Estates Parkway
Palm Coast, FL 32137

Re: Maintenance of Central Bark Agreement

Sir:

Our firm represents the Harmony Community Development District ("District"). As discussed with Steve Fusilier, please find enclosed our preliminary Central Bark maintenance agreement. In consideration for allowing Harmony residents, guest, and passholders access to Central Bark, the District agrees to properly irrigate and mow the grass in the park. Feel free to make any additions or deletions and turnaround to us for review by our client.

If this agreement is acceptable to Compass Trading please and execute and return it to us at your convenience.

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: Kerul Kassel, District Supervisor
enclosure: Central Bark Agreement

AGREEMENT BETWEEN THE HARMONY COMMUNITY DEVELOPMENT DISTRICT AND COMPASS TRADING COMPANY, LLC REGARDING IRRIGATION AND MAINTENANCE OF CENTRAL BARK

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between Compass Trading Company, LLC (“Landowner”), care of Charles H. Vogel, whose address is 26 Island Estates Parkway, Palm Coast, FL 32137, 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”) provides that the District will irrigate and maintain the dog park in exchange for continued public access for use of the dog park by residents, guests, passholders and their dogs.

1. Purpose of Agreement. The purpose of this Agreement between Landowner and the District is for the Parties to enter into an agreement to allow Harmony residents, guests, and passholders continued access to Central Bark dog park in exchange for the provision of irrigation and maintenance services in Central Bark as set forth in Section IV below.

2. Qualifications

i. District Representations. The District will maintain the park in accordance with District standards and in compliance with all applicable laws.

ii. Landowner Representations. Owner is the legal owner of the Property, or otherwise has authority to permit public access upon the Property.

3. Consideration

i. In exchange for the District maintaining Central Bark, the landowner will allow access to the park to District residents and annual passholders.

4. Duties. The duties, obligations, and responsibilities of the District are as follows:

- i.** Irrigation of sod
- ii.** Mowing of grass
- iii.** Maintenance of trees/shrubs
- iv.** Trash pickup

The Services are to be performed at Central Bark dog park on Five Oaks Drive east of Town Square. The District agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Agreement. Upon completion of the Services, District will remove all materials, supplies, and other debris.

5. **Term.** This Agreement shall commence upon execution by both Parties hereto and shall continue in perpetuity or unless otherwise mutually agreed to.

6. Obligations

i. **District Obligations.** The District will maintain the property in accordance with District standards in and in compliance with Florida law.

ii. **Landowner Obligations.** Landowner will provide the District, its employees, agents, and subcontractors access to the Property for the purpose of performing the Services. Landowner will allow public access to the Property.

7. **Insurance.** The District warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of the District or its employees and subcontractors.

8. **Subcontractors.** The District may engage subcontractors to perform work at its discretion, provided that the District shall fully pay any subcontractors and in all instances remain responsible for the proper completion of this Agreement.

9. **Liability Waiver.** If the District, any of its employees, landscapers, agents, or the like are injured in the course of performing the Services, Landowner is exempt from liability for those injuries to the fullest extent allowed by law.

10. Termination.

i. Either the Landowner or the District can terminate the Agreement by giving written notice: if there is any material breach of this Agreement and the party in breach fails to correct the breach within 10 days of notice of the breach.

11. **Entire Agreement.** This document reflects the entire agreement in regard to the park between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the District and Landowner.

12. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Agreement that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.

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: _____
LANDOWNER

_____ By: _____

Date: _____

ATTEST: _____
DISTRICT

_____ By: _____

Date: _____

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its May 30, 2020 Regular Meeting.