

See list of Agenda **Addenda** on Harmony Website
for post-publication topics to be reviewed by Board

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

AUGUST 27, 2020

AGENDA PACKAGE

Meeting ID: 826 6118 9540
Meeting URL: <https://us02web.zoom.us/j/82661189540>
Call-In Nmbr: (929) 205-6099



See list of Agenda **Addenda** on Harmony Website
for post-publication topics to be reviewed by Board

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

August 20, 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, August 27, 2020 at 6:00 pm via Zoom Video Communications under Florida Executive Order 20-69.

Meeting ID: 826 6118 9540

Meeting URL: <https://us02web.zoom.us/j/82661189540>

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*)
3. **Approval of Minutes for:**
 - A. **July 16, 2020 – Emergency Meeting**
 - B. **July 30, 2020 – Regular Monthly Meeting**
4. **Subcontractors' Reports**
 - A. **Servello Landscape Solutions**
 - i. Grounds Maintenance Status Report
5. **Staff Reports**
 - A. **District Engineer**
 - i. Consideration of Updated District Maps
 - B. **District Counsel**
 - i. Discussion of Locked CDD Irrigation Boxes
 - ii. Review of Memo re: District Solicitation Policy
 - iii. Review of Memo re: New Laws Effect on District
 - iv. Agreement for Use of Central Bark – No Update
 - 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. Ponds Maintenance (*Chart & Map*)
 - v. Wetland Report (*Chart & Map*)
 - vi. Discussion of Easement Access to Irrigation Controllers on Private Property
6. **District Manager's Report**
 - A. **Financial Statements for July 31, 2020**
 - B. **Approval of: #244 Invoices, Check Register, and Debit Purchases**
[Invoices & Debit Receipts Available Upon Request]
 - C. **Discussion of FY21 Board Meeting Location**
 - D. **Facility Usage Applications – None**
7. **Business Discussions**
 - A. **Consideration of New East Dog Park**
 - B. **Discussion of Parcel VC-1 Usage**
8. **Supervisor Requests**
 - A. **Install Bench Near Pond on Cat Brier Trail** (*Supervisor Scarborough*)
9. **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 emergency meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, July 16, 2020, at 6:00 p.m. via virtual teleconferencing using WebX.

Present and constituting a quorum were:

| | |
|------------------|---------------------|
| Steve Berube | Chairman |
| Bill Bokunic | Vice Chairman |
| David Farnsworth | Assistant Secretary |
| Mike Scarborough | Assistant Secretary |

Also present were:

| | |
|----------------------|-----------------------------|
| Kristen Suit | District Manager: Inframark |
| Tristan LaNasa | Young Qualls, P.A. |
| Steve Boyd | District Engineer |
| Gerhard van der Snel | Field Services Manager |

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS **Call to Order**

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

Ms. Suit noted those presents and stated the record will reflect we have a quorum.

Ms. Suit outlined the purpose for the emergency meeting regarding the sinkhole.

Mr. LaNasa noted the procedure was had to hold the meeting pursuant to the Harmony rules, Chapter 120 and Chapter 286.

The record will reflect Supv Scarborough joined the meeting.

SECOND ORDER OF BUSINESS **Audience Comments**

There being none, the next item followed.

THIRD ORDER OF BUSINESS **Discussion and Consideration of
Proposals for Sinkhole Repairs**

Supv Berube noted this is not a sinkhole, it is a ground depression. There was another depression on Bear Grass Road the other day that was repaired by the County; a similar situation to what they are experiencing on Five Oaks Drive.

The Bear Grass Road depression was caused by the poor installation of the drainpipe under the storm drainage grate.

The pictures were reviewed and discussed.

Discussion followed on hydro-excavation and the process.

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A. Proposals

- i. Brownie's Septic & Plumbing - \$3,275.00 & \$1,895.00 – (\$5,170.00)
- ii. Drainage Solutions, Inc. - \$6,350.00
- iii. JBB Enterprises, Inc. - \$5,700.00

Supv Berube noted he and Mr. van der Snel met with Brownie's last week and Mr. van der Snel met with Drainage Solutions and JBB Enterprises prior to that. They feel Brownie's is best equipped, has the best equipment and their guy who was onsite knew what he was doing, and has a good plan of action. They are the lowest price for the exploratory portion of the project. They have to spend \$5,000 to find out what the problem is and then have to be prepared to fix it. He anticipates it will be another \$5,000 to fix the problem if it is located in the area of the picture as they anticipate it to be. There may be other problems that turn up as they camera the pipe. It is anticipated in the best-case scenario at a \$10,000 fix, worse-case scenario is \$18,000 to \$20,000.

Supv Farnsworth inquired why they would not go with Drainage Solutions.

Supv Berube noted he is going to do the same scope of work as Brownie's but has put money into the quote to fill the hole with dirt after the repair is completed. That is going to change because the hole has gotten significantly larger; it is probably 50% larger. Brownie's was very responsive, has the equipment and the people, and they got a good solid feeling from them and is why they are recommending them, along with having the lowest price for the exploratory.

They asked they County to make the repair and they said no, it is on the CDD side.

Supv Farnsworth addressed the way the quotes were put together noting he gets the impression the three people who quoted were not asked the same question. If the second proposal had eliminated the fill dirt, they could be the lowest price.

Mr. van der Snel noted they were all asked the same questions. He specifically asked what it would cost to investigate where the problem is and fix it.

Supv Farnsworth inquired if they were given anything in writing.

Mr. van der Snel noted they were not.

Discussion continued on the quotes and the process for future project quotes.

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Supv Bokunic addressed the different types of companies – a septic company, an excavating company, and another. He inquired if they discussed their level of expertise. You assume a septic company would know.

Mr. van der Snel noted when he meets with contractors, they rarely say they cannot do a job because that is not their forte. He does get contractors who say it is too far out. When he calls them to come out, he specifically tells them what the problem is and then he may assume if a contractor shows up that he is in that line of business.

Supv Berube noted they reason they called Brownie's is Brownie's was working for TOHO at Ashley Park cleaning out storm drains, pipes like this, manholes, with their sewer truck. Brownie's is very qualified to do this type of work.

Supv Bokunic inquired if they ran this by Mr. Boyd.

Supv Berube noted he did not.

Ms. Suit noted she did send him the proposals but did not receive a reply.

Mr. Boyd noted he has looked at them and what Supervisor Berube has proposed is what needs to be done. They have to hire somebody who is going to clean the hole out to the point where they can inspect what is there and they are not going to know what needs to be done until they can visibly inspect what the actual damage is. Ideally, they hire a company that can do both.

Supv Berube outlined the process Brownie's would use.

Supv Bokunic inquired if, in looking at the three quotes, Mr. Boyd is comfortable with Brownie's.

Mr. Boyd noted he does not see any reason not to go with them. The scope they are quoting is to investigate it and is reasonable. Again, the question is going to be what they find and what it is going to take to fix it.

Supv Farnsworth noted which ever one they choose, if they are choosing one to inspect and find the problem, once they find the problem does the contractor fix it. Does it automatically go to the one asked to look at the problem?

Supv Berube noted it would make the most sense because they will already be here and mobilized. This is what he was going to suggest next. Rather than continue to have emergency meetings it needs to be fixed because it is not getting any better. The ground continues to erode every time it rains. He suggests they make a motion to award

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the investigation phase to Brownie’s in the amount requested of \$5,170 and the also allow for repairs after the fact by Brownie’s as well because they will already be onsite and mobilized up to \$20,000 with funding coming from Undesignated Reserves.

Supv Farnsworth inquired as to Mr. van der Snel’s impression of the people he talked to.

Mr. van der Snel noted he does not go with impressions because people can say they are the best in the world, but then turn out not to be. His impression goes to how the quote looks, how do they look on google and what are the comments on them, for him that is important. He rarely goes for a quote because he likes the guy.

Supv Bokunic noted from what he has heard and the fact that Brownie’s works with TOHO is probably a pretty good reference.

Supv Scarborough noted they are basically the same price for the hydro-excavation, and anybody can do that. They will have a pretty good impression of their work by that time.

On MOTION by Supv Berube seconded by Supv Bokunic, with all in favor, the Brownie’s Septic & Plumbing proposal in an amount of \$5,170.00 and allowing for additional repairs at a not to exceed total of \$20,000.00 was approved.

FOURTH ORDER OF BUSINESS Adjournment

There being no further business,

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

 Kristen Suit
 Secretary

 Steven Berube
 Chairman

3B

**MINUTES OF MEETING
HARMONY COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Harmony Community Development District was held Thursday, July 30, 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. |
| Gerhard van der Snel | Field Services Manager |
| Scottie Feliciano | Servello |
| Pete Betancourt | Servello |
| Residents and Members of the Public | |

The following is a summary of the discussions and actions taken at the July 30, 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.

Supv Berube offered sincere condolences to Supervisor Kassel for the loss of her husband earlier this month.

A moment of silence was held in remembrance of Mr. Lehman.

Supv Berube Governor’s Executive orders noting it has been extended to September 1.

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

SECOND ORDER OF BUSINESS

Audience Comments

Ms. Teresa Kramer noted she had provided some questions and concerns and believes Ms. Suit got them out to everyone. She addressed Central Bark noting several options have been discussed and the Board has not yet settled on any one in particular. She commented on Supv Berube’s new proposal noting she thinks gaining large parcels to get one dog park is not in Harmony’s best interest. For the playground equipment being proposed noting some playground companies

Supv Berube MOVED to adopt Resolution 2020-03 a resolution of the Harmony Community Development District relating to the Annual Appropriations of the District and Adopting the Budget for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 and Referencing the Maintenance and Benefit Special Assessments to be Imposed and Levied by the District for said fiscal year.

The numbers for the blanks are:

| | |
|--------------------|--------------|
| TOTAL GENERAL FUND | \$ 1,694,168 |
| DEBT SERVICE FUND | \$ 2,085,713 |
| Total All Funds | \$ 3,779,881 |

Assessments:

| | |
|-------------------|--------------|
| GENERAL FUND | \$ 1,876,212 |
| DEBT SERVICE | \$ 2,153,764 |
| Total Assessments | \$ 4,029,976 |

Supv Kassel seconded the motion, and with all in favor, Resolution 2020-03 was adopted.

C. Consideration of Resolution 2020-04 – Levying the Assessments for Fiscal Year 2021

On MOTION by Supv Berube seconded by Supv Kassel, with all in favor, Resolution 2020-04 Approving, Assessing, Imposing, Levying and Confirming Special Assessments on and Peculiar to Property Specially Benefited by the District’s Infrastructure Project Operations, Management and Debt Payment; Making Certain Findings and Determinations; Assessing, Imposing and Levying Non-Ad Valorem Special Assessments on and Peculiar to Property Specially Benefited by Infrastructure Management to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 190 and 197, Florida Statutes; Providing for Public Hearing by the Board to hear all objections to the budget proposed; Providing for Severability, Conflicts, and an Effective Date, was adopted.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the public hearing was closed.

FIFTH ORDER OF BUSINESS

Subcontractors' Reports

A. Servello

i. Grounds Maintenance Status (*Work Chart*)

Mr. Feliciano reported they have three employees out, two have tested negative and one that tested positive. This has put them behind, but they will be back out next week.

Mr. Betancourt reported they are catching up on the weed spraying so they should see them dying off.

Supv Berube inquired if the pine needle mulching was completed.

Mr. Betancourt noted it has been finished.

Supv Berube addressed the central median at the west entrance noting it is less than vibrant and requested they took a look at the median to see if there is anything they can do to spruce it up.

Mr. Betancourt noted he will look at it tomorrow.

Mr. van der Snel addressed communication noting he had to find out for himself the tree trimmer was not there anymore for three weeks. The tree trimming process is very disorderly.

Mr. Feliciano noted he had them start in The Estates because almost every tree was hanging over the road. He had them to start training the new Oak trees. When they return, they will be going down East Five Oaks and Cat Brier to level the trees.

Supv Berube noted there is a large broken Oak and there have been resident requests regarding trees that are dead or need work. Has all this been put together and a quote received?

Mr. van der Snel noted he asked for two trees to be removed in Cordgrass on a resident request. They have been cut down, the trunk at Blazing Star and Sundrop has been removed and he has requested a quote for a new tree. He would like to do a ride around to see what they can do as a batch.

Mr. van der Snel addressed the trees at Cordgrass and Dark Sky noting they die off simply because they do not make it; they are on the residents' irrigation system. If

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they do not irrigate the tree it will die or if they put nails in it for a birdhouse, he has also seen pebble stones all around the tree which will suffocate the roots; there should be a tree. It is out of their hands what the resident's do with the trees as it is really not specified on who maintains them.

Discussion continued on the trees with it being requested they put a list together for failing residential trees and they will work on communication with the owners.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Engineer

i. Discussion and Consideration of Updated Maps

Supv Berube noted Mr. Boyd provided an update as he is unable to be on the call. Previously there was discussion about getting Pond 48 on the maps. The map updates are not yet done, there are a few touch-ups still to be done. The other item is the PD change regarding the commercial vehicle parking area. The data and documents requested by the County was provided to them ten days ago, and no response back has been received at this time. Also, there was conversation regarding the playground equipment Ms. Kramer brought up and it is not on top of the pipeline; it is close. Mr. Boyd will see if he can locate the agreement from 2001 when the playground equipment was placed there. Where the plantings were installed six or seven years ago is directly on the pipeline. Since the question has been raised Mr. Boyd is going to go back to Florida Gas Transmissions for verification that the CDD is able to remove and replace the current playground equipment.

B. District Attorney

i. Update on PoolWorks Matter

Mr. Qualls reported there is nothing to update.

ii. Discussion and Consideration of Agreement for Use of Central Bark

Mr. Qualls noted he is not aware of any movement on the agreement for the use of Central Bark. They did receive a contract finalized and if there are any questions on the memo sent out, let them know.

Mr. LaNasa noted this is the addendum for Arrow Painting.

Mr. Qualls noted the memo was on the law passed and approved by the Governor concerning the website and what has to go on the website. He agrees that just because

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they do not have to put things on the website does not mean they are precluded from doing so.

Supv Berube noted there was another area of delamination in the pool close to the other areas. It has been patched by Spies. The delamination they see and are experiencing is not a safety matter. Once Shawn notices the areas, they have Spies patch as soon as possible. The problems are purely aesthetic because you cannot make the patches match.

Supv Berube inquired if Supervisor Kassel had heard anything back on Central Bark.

Supv Kassel noted she has reached out a couple of times to Mr. Fusilier and has not received a response.

Supv Berube addressed his proposal for the dog park. He not his proposal is for a small portion of the land that Central Bark sits on and not the surrounding or adjoining parcel. He further addressed other options/opportunities for a dog park.

Supv Bokunic noted if it is a piece of land the CDD already owns it makes sense.

Discussion followed on the locations with it being noted a dog park is a permitted use under the PD.

Supv Farnsworth noted his first choice is to continue with the negotiations with Mr. Fusilier, the alternate cited for a new dog park is a second choice.

Supv Berube noted any agreement for Central Bark would have to come from Compass Trading.

Supv Kassel noted she is agreement with Supervisor Farnsworth.

Supv Scarborough noted he agrees with Supervisor Bokunic with regard to past dealings with private parties. Additionally, he likes the idea of the new park on CDD property.

This item to be placed on the next agenda under Old Business.

- 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)**

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Discussion followed on the Ashley Park pool with it being noted they did a dye test and there was a small leak. They will evaluate in another six months.

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

Supv Farnsworth inquired on the status of the sinkhole.

Mr. van der Snel reported Brownie's was onsite Wednesday but the brand-new truck would not function, so it has been rescheduled to Tuesday to start the project. They did do some manual work around the hole.

Supv Berube noted the hole has gotten bigger and deeper. There is more undermining under the surface of the sod which is to be expected as there is no drainage away from the area.

Mr. van der Snel reported Phase 2 sidewalk project is underway, outlined the areas and discussed the root issues under the sidewalk panels.

Supv Berube commended Ms. Suit for finding about the TIPS program noting it is coming up on the agenda.

Mr. van der Snel reported they are in preparation for the asphalt repair on the back alleys. They will be doing it the second week of August.

vi. Proposals - Jammin' Playground

a. Ditch Plains - \$29,765.00

b. Rose Creek - \$29,365.00

Supv Berube addressed the pictures of the equipment and the proposals provided in the agenda package. Freight charges were addressed with it being noted they have been revised.

This item tabled to the next agenda under Old Business until they receive clarity on the pipeline situation.

Supv Bokunic noted he is being messaged while they speak and inquired if there is a reason they only have bids from one company.

Supv Berube noted Jammin' Playgrounds has typically been the low-price provider, a local provider and very responsive for quotes and if there are issues with installation.

Mr. van der Snel noted they also do all of the play area equipment for Disney.

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Discussion continued on obtaining quotes from alternate sources and the replacement of parts rather than all the equipment.

Ms. Suit will provide Mr. van der Snel with the proposals she has received for other Districts and discussion continued on obtaining alternate quotes.

Discussion followed on the safety of the equipment with it being noted if it is a safety issue it needs to be roped off.

SEVENTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements for June 30, 2020

B. Approval of: #243 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 June 30, 2020 financials, Invoice Approval #243, Check Register and Debit Purchases was approved.

C. Discussion and Consideration of Transfer of District Accounts to Valley National Bank

M. Suit addressed transferring the District's checking account. Details have how the transfer would work are included in the agenda package. She noted in speaking with the Finance Manager he mentioned it is a smoother transition if they have a current Money Market account with either Valley National or Bank United. They District does have a Money Market account with Bank United and it is suggested they transition the checking account there.

Discussion followed on transferring and hidden fees.

On MOTION by Supv Berube seconded by Supv Scarborough, with all in favor, the transfer of District checking account to Bank United was approved.

D. Discussion and Consideration of Amendments to Website Requirements

Supv Berube noted he thinks District Counsel touched on this and is fine with leaving the website as it is.

Mr. Qualls noted just because the Legislature said you do not have to have certain things on the website, they still have that option.

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Discussion followed on the management of the District's website once Supervisor Farnsworth leaves the Board.

E. Preferred TIPS Program Reimbursement

Ms. Suit noted the total of the reimbursement was \$4,860 which has been deposited in the District's account.

F. Facilities Usage Applications

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Old Business

A. Discussion and Consideration of No Soliciting Policy

Supv Berube outlined last meetings discussion noting since that time the menus have been removed from the tables and were being stored on top of the AED (defibrillator). For the last weeks there have been no menus there.

Discussion followed on a No Soliciting Policy and policy decisions being across the board for CDD property to include campaign signs, ad signs, posters, as well as menus.

Supv Berube noted he will move to adopt as policy a no solicitation of CDD property policy.

Supv Farnsworth noted they need to formalize the language before making a motion.

This item tabled to the next meeting under District Counsel.

B. Garden Concerns

Supv Berube noted Ms. Ash-Mower's concerns last month regarding water at the garden. They bought a pressure gauge and waterflow meter, he tested it at his house and there was 60 pounds of pressure on the gauge which is about six gallons of water per minute, if you turn on a second hose the pressure goes down to about 40 PSI, if you open a third outlet the pressure goes very low, but the hoses are still flowing. They took the equipment to the garden and the test results were the same. The water performance of the well at the garden is roughly identical to what TOHO is supplying for water performance at a home. He addressed the email provided to Ms. Ash-Mower and her response. He further addressed the water situation. He addressed the shed flooding situation noting Ms. Ash-Mower does not agree with the solution and does not want Mr. van der Snel to

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do the job unless he is supervised by Ms. Ash-Mower, her engineer or both or find someone else to do the job. Supv Berube noted he agreed to handle this, but he is done and suggested the Board do whatever they want to do. They are delivering water to the garden, it is going to manage an irrigation system - no, can they put some dirt around the shed to manage some of the water when it builds up – yes, is it going to rot away the shed – no.

Supv Farnsworth inquired if the irrigation system was in place when they were still on the Fusilier well.

Supv Berube noted he does not know.

Supv Farnsworth noted if it was then they have a problem and if it was not then it is a different condition.

Supv Kassel noted her understanding is the garden had much better waterflow prior to the new well being installed.

Supv Berube noted the well pumps are both 2-inch. There is water available at the garden.

Discussion followed on tying back to the Fusilier well for the garden with Supv Berube noting this should not be done unless approved by the Board.

Mr. van der Snel addressed the specifications of the well noting the CDD fills water tanks for pressure washing and spraying from this same well.

Discussion followed on garden usage with it being noted usage is higher this year with the rates being lower.

NINTH ORDER OF BUSINESS

New Business

A. Discussion and Authorization to Purchase New Electric Vehicle for Field Services – FY 2021 Budget

Supv Berube outlined the purchase of a new electric vehicle noting it would replace a 1993 Club Car.

Supv Berube MOVED to approve the purchase of a new electric vehicle for Field Services in the amount of \$11,145.12, to be purchased in the FY 2021 and Supv Scarborough seconded the motion.

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Discussion continued on the electric vehicle and a question was raised regarding bids. Supv Berube outlined Source Well noting they are pre-bid, pre-discounted and all supplier's sale on Source Well.

On VOICE vote, with all in favor, the motion was approved.

TENTH ORDER OF BUSINESS **Topical Subject Discussions**

There being none, the next item of business followed.

ELEVENTH ORDER OF BUSINESS **Supervisors' Requests**

A. Discussion of USPS (and/or other) Package Drop Locations

Supv Scarborough noted he has examined the options and does not know if there is anything to discuss at this point noting he was thinking of trying to find a location for the townhomes to have packages delivered.

TWELFTH ORDER OF BUSINESS **Adjournment**

There being no further business,

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

Kristen Suit
Secretary

Steven Berube
Chairman

Fifth Order of Business

5B

5Bi

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

216 South Monroe Street
Tallahassee, Florida 32301

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

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

MEMORANDUM

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

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.”

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

Attachment A

216 South Monroe Street
Tallahassee, Florida 32301

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

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

MEMO

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

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.”⁷ *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.

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

Attachment B

216 South Monroe Street
Tallahassee, Florida 32301

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

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

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 20J038053

Nature: CIVIL MATTE 661

Address: 7272 HARMONY SQUARE DR
SOUTH
ST CLOUD FL 34773

Location: 9101

Offense Codes:

| | | |
|---|--|---------------------|
| Received B: REYES, C | How Received: 0 | Agency: OCSO |
| Responding Officers: PUIG, L | | |
| Responsible Officer: PUIG, L | Disposition: CLO 04/22/20 | |
| When Reported: 15:32:58 04/22/20 | Occurred Between: 17:00:00 04/17/20 and 15:32:49 04/22/20 | |

| | | |
|---------------------|------------------------------|--------------------------------|
| Assigned To: | Detail: | Date Assigned: **/**/** |
| Status: | Status Date: **/**/** | Due Date: **/**/** |

| | | |
|-------------------------------|-------------------------------------|--|
| Complainant: 40520 I | | |
| Last: OSCEOLA CO SO | First: ADMINJSTRATI ON | Mid: |
| DOB: **/**/** | Dr Lie: | Address: 2601 E IRLO BRONSON MEM HWY |
| Race: | Sex: | City: KISSIMMEE, FL 34744 |
| | Phone: (407)348-1100 BUSN | |

Offense Codes

Reported: _____ **Observed:** _____

Circumstances

LTJ4 COMMERCIAL/OFFICE BUILDING
LT27 PARK/WOODLANDS/FIELD

Responding Officers: PUIG, I **Unit:** 191

| | |
|---|--|
| Responsible Officer: PUIG, L | Agency: OCSO |
| Received By: REYES, C | Last Radio Log: 16 15:40 04/22/20 CMPLT |
| How Received: 0 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/ 17i20 |
| 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 easment 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 system in the front of property, went to the of that 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 steve 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

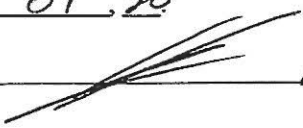
Please fill out in full detail

Case #: 20E038053

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

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 there
 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

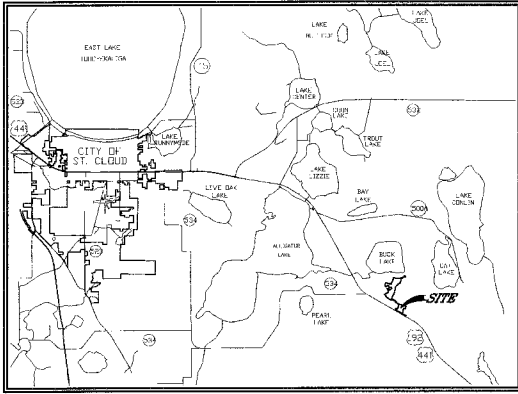
Under penalty of perjury, I swear/affirm the above statements are correct and true, and I understand giving false information to any law enforcement officer concerning the alleged commission of a crime is a criminal offense.

Signature: Richard C Taltendo

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

Attachment D





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

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, all easements described on this plat are private non-exclusive easements. With respect to all easements described in or reserved by this plat, (unless expressly or specifically provided otherwise), the right is hereby reserved to the Partnership and to the grantees of the easement...

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, utilities, curb cuts, paved roads 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 Osceola County Public Records Book 1487, Page 2002...

D. Unless specifically provided otherwise on this plat, easements in interest by the Partnership shall not exceed the rights reserved by Partnership on the plat, instrument of grant or assignment and shall not be subject to the rights of the Partnership and its grantees or assigns in the interests:

- 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 cross-slopes; the right to maintain the curb powers 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 Alley Tracts, L/U Tracts, Pond Tracts, Park Tract P-1, Park Tract P-2, Park Tract P-3, Park Tract P-4, Park Tract P-5, Park Tract P-6, Park Tract P-7, Park Tract P-8, Park Tract P-9, Park Tract P-10, Town Center Tract T-1, Ingress/Egress Utility Tract-1, Ingress/Egress Utility Tract-2, Access/Utility Tract, Lift Station Tract LS-2, Tract A

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, Alley Tracts and the Temporary Cut De Soc Easement inclusive solely for emergency (police, fire, medical, natural disaster) access purposes.

4. [Easement #4] Partnership (as grantor) hereby reserves for itself, its successors and assigns and grants and conveys to the HCD (as grantee) temporary access on 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 LS-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 20' Buffer Easement for wetland conservation 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) feet wide, running inland and along the side lot line to a designated lot that is adjacent to and including any side lot line that is adjacent to an L/U Tract, for the purpose of collecting and conveying surface water, but not limited to the right to install, construct and maintain drainage facilities within such property and grants and the right to free and clear access 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 all L/U Tracts and the Temporary Cut De Soc Easement to maintain and repair storm drains and underground stormwater drainage pipes to carry stormwater drainage from the roof of any off-way to discharge points in the HCD's master drainage system with the exact location of such pipes, drainage structures 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 Cut De Soc 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 grantees) of lots plotted hereon, a private perpetual non-exclusive easement on, over and under, across and through all L/U Tracts, Alley Tracts and the Temporary Cut De Soc Easement for vehicle 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.

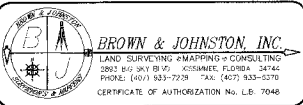
9. [Easement #9] Partnership (as grantor) hereby grants and conveys by this plat to the Harmony Homeowner Owners Association, Inc., its successors and assigns (as grantee) a private perpetual non-exclusive easement on, over, under, across and through all L/U Tracts, Alley Tracts, the Temporary Cut De Soc Easement, Pond Tracts, Park Tract P-2 and the Town Center Tract-T-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-T-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 HEREIN. Filed: 10/10/2002 And Recorded in Official Record Book 21441 Page 390. LARRY WHALEY, Clerk of Circuit Court, Osceola County, Florida.

Notes:

- 1. Bearings shown hereon 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).
- 2. 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 1806, 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.



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.

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

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

By: Three E Corporation, a Florida Corporation, its general partner, By: Kenneth R. Peach, Attorney at Law, 4305 Neptune Road, St. Cloud, Florida 34769

Witness: JAMES M. O'BRIEN, Notary Public, State of Florida, My Comm. No. 25,868, Exp. 10/03/08

CERTIFICATE OF SURVEYOR KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being a licensed and registered land surveyor, does hereby certify that on the 10th day of MAY, 2002, he completed the survey of the lands as shown in the foregoing plat, that same conform to the requirements of the Florida Surveying and Mapping Board, and that this plat is a true and correct representation of the lands surveyed and that this plat complies with the requirements of Chapter 177 Florida Statutes and the Osceola County Land Subdivision Regulations; and that permanent control points will be placed as required by Chapter 177 Florida Statutes and that said land is located in Sections 19, 30 & 31, Township 26 South, Range 32 East, Osceola County, Florida.

CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR Upon a review, this Plat conforms to Chapter 177 F.S. Dated 10/10/2002 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.

CERTIFICATE OF APPROVAL BY COUNTY ENGINEER Examined and Approved: LARRY WHALEY, County Engineer, 10.9.02

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.

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 Oct. 10, 2002 at 10:26 am. LARRY WHALEY, Clerk of the Circuit Court, Osceola County, Florida. File No. 2002-171811.

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

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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 7th 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. 11th 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. 11th 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 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

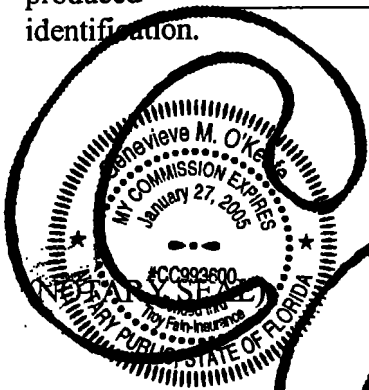
[Signature]
Signature of Witness
Print Name: LORI DESROSIER

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STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

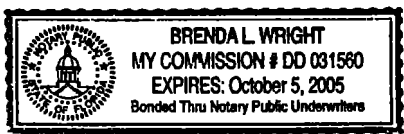
The foregoing instrument was acknowledged before me this 6th day of June, 2002, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, 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 7th 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 157.23 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; 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°05'17"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 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 312.88 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°33'00"4", 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°33'40"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 1,155.30 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 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°28'01"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 N14°54'38"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°25'59"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 60.89 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°38'06"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 165.76 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 424.90 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 814.01 Feet; thence S29°46'05"W, a distance of 49.30 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

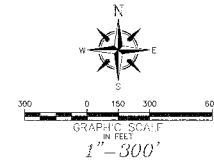
SECTION 19

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 BORN (AS NOTED)
 - DENOTES SET 5" IRON ROD SET W/CAP # L.B. 7045
 - ▲ DENOTES BORN AND BORN POINTS (AS NOTED)
 - ▲ DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK # L.B. 7045) S.R. = STATE ROAD
 - = CURVED DISTANCE P.O.B. = POINT OF BEGINNING P.C. = POINT OF CURVE
 - = TANGENT P.O.B. = POINT OF BEGINNING P.T. = POINT OF TANGENT
 - = CENTRAL ANGLE P.O.C. = POINT OF COMMENCEMENT P.R.C. = POINT OF REVERSE CURVE
 - = ARC LENGTH
 - S.R.# = OFFICIAL RECORD BOOK L.B. = LICENSED BUSINESS P.C.C. = POINT OF COMPOUND CURVE

SHEET 7 OF 7
SHEET 6 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

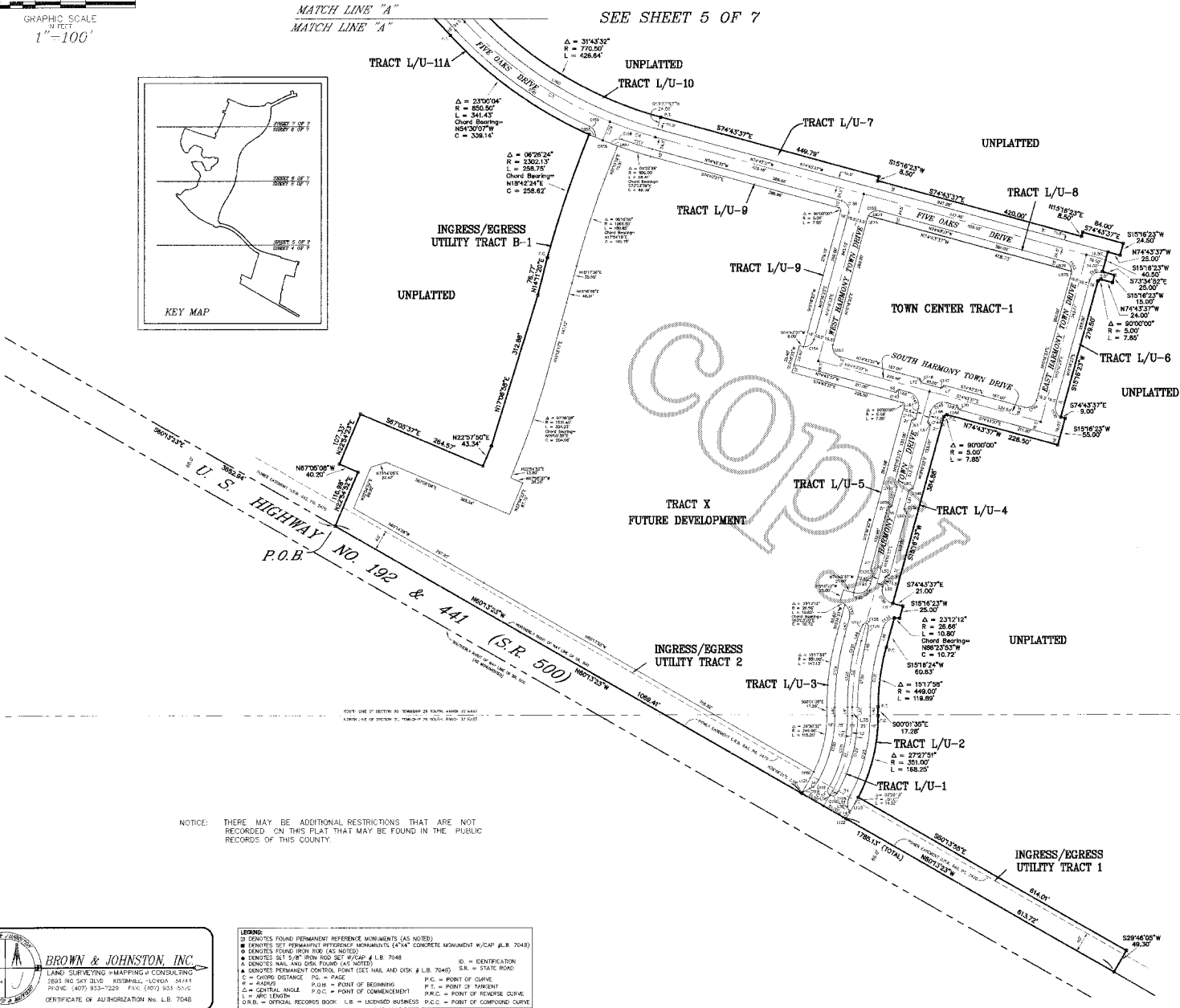
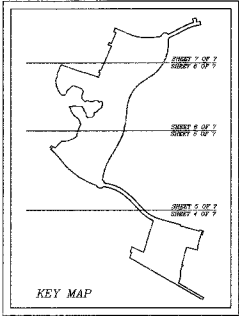
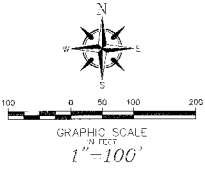


TABLE OF CORRECTIONS

| COURSE | LENGTH | AREA | AREA | AREA | AREA | AREA | AREA |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 2 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 3 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 4 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 5 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 6 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 7 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 8 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 9 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 10 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 11 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 12 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 13 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 14 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 15 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 16 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 17 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 18 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 19 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 20 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 21 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 22 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 23 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 24 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 25 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 26 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 27 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 28 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 29 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 30 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 31 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 32 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |

30 29
31 32

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 965 5000 S.W. 10TH AVE., SUITE 100, MIAMI, FL 33155
PHONE: (305) 553-7228 FAX: (305) 553-7229
CERTIFICATE OF AUTHORIZATION No. L.B. 7048

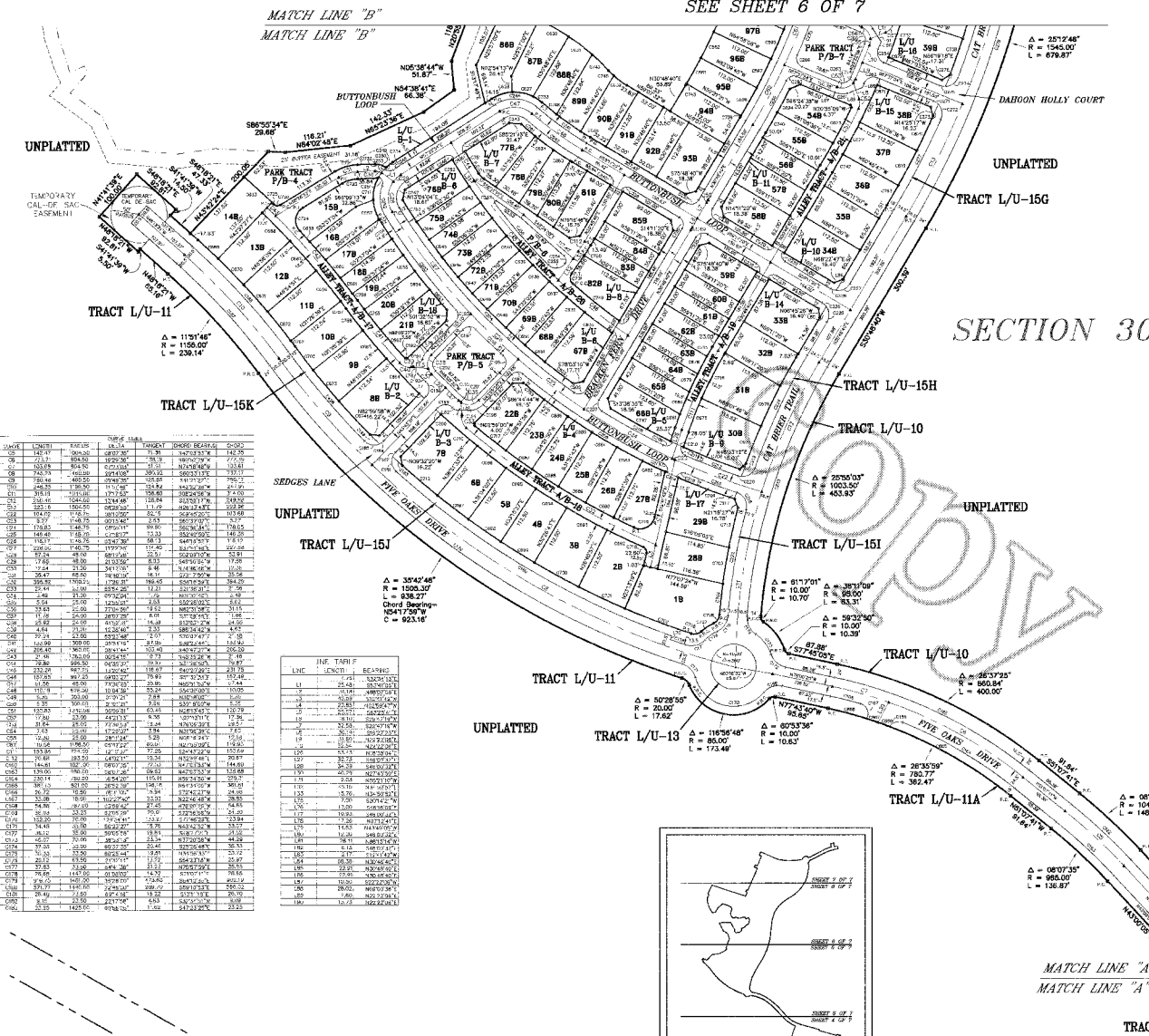
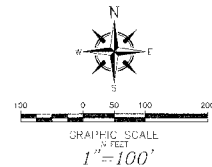
LEGEND:
● DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED)
■ DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP # L.B. 7048)
● DENOTES FOUND IRON NAIL (AS NOTED)
● DENOTES SET 1/2" IRON ROD SET W/CAP # L.B. 7048 ID. = IDENTIFICATION
● DENOTES SET 1/2" IRON ROD FOUND (AS NOTED)
● 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 TANGENCY
R = RADIUS P.O.B. = POINT OF BEGINNING P.I.C. = POINT OF CURVE
I = INTERSECTION P.O.C. = POINT OF COMMENCEMENT P.T. = POINT OF TANGENCY
L = ARC LENGTH P.O.R. = POINT OF REVERSE CURVE
D.R.B. = ORIGINAL RECORDS BOOK L.B. = LICENSED BUSINESS P.C.C. = POINT OF COMPOUND CURVE

TABLE 1

| COURSE | LENGTH | AREA | AREA | AREA | AREA | AREA | AREA |
|--------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 2 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 3 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 4 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 5 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 6 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 7 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 8 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 9 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 10 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 11 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 12 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 13 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 14 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 15 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 16 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 17 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 18 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 19 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 20 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 21 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 22 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 23 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 24 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 25 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 26 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 27 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 28 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 29 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 30 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 31 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |
| 32 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 | 100.00 |

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

PLAT BOOK 14 PAGE 71

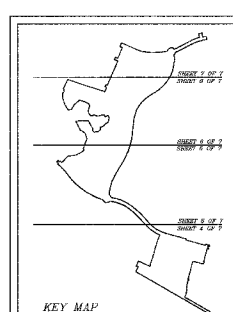


| TRACT | LENGTH | WIDTH | AREA | TARGET | FORM # | ISSUED | OWNER |
|-------|--------|-------|--------|--------|------------|--------|-------|
| 0181 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-01 | 02/08 | 0181 |
| 0182 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-02 | 02/08 | 0182 |
| 0183 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-03 | 02/08 | 0183 |
| 0184 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-04 | 02/08 | 0184 |
| 0185 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-05 | 02/08 | 0185 |
| 0186 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-06 | 02/08 | 0186 |
| 0187 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-07 | 02/08 | 0187 |
| 0188 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-08 | 02/08 | 0188 |
| 0189 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-09 | 02/08 | 0189 |
| 0190 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-10 | 02/08 | 0190 |
| 0191 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-11 | 02/08 | 0191 |
| 0192 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-12 | 02/08 | 0192 |
| 0193 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-13 | 02/08 | 0193 |
| 0194 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-14 | 02/08 | 0194 |
| 0195 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-15 | 02/08 | 0195 |
| 0196 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-16 | 02/08 | 0196 |
| 0197 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-17 | 02/08 | 0197 |
| 0198 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-18 | 02/08 | 0198 |
| 0199 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-19 | 02/08 | 0199 |
| 0200 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-20 | 02/08 | 0200 |

| TRACT | LENGTH | WIDTH | AREA | TARGET | FORM # | ISSUED | OWNER |
|-------|--------|-------|--------|--------|------------|--------|-------|
| 0201 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-21 | 02/08 | 0201 |
| 0202 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-22 | 02/08 | 0202 |
| 0203 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-23 | 02/08 | 0203 |
| 0204 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-24 | 02/08 | 0204 |
| 0205 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-25 | 02/08 | 0205 |
| 0206 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-26 | 02/08 | 0206 |
| 0207 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-27 | 02/08 | 0207 |
| 0208 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-28 | 02/08 | 0208 |
| 0209 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-29 | 02/08 | 0209 |
| 0210 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-30 | 02/08 | 0210 |
| 0211 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-31 | 02/08 | 0211 |
| 0212 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-32 | 02/08 | 0212 |
| 0213 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-33 | 02/08 | 0213 |
| 0214 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-34 | 02/08 | 0214 |
| 0215 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-35 | 02/08 | 0215 |
| 0216 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-36 | 02/08 | 0216 |
| 0217 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-37 | 02/08 | 0217 |
| 0218 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-38 | 02/08 | 0218 |
| 0219 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-39 | 02/08 | 0219 |
| 0220 | 32.21 | 23.59 | 761.76 | 4.83 | 1042324-40 | 02/08 | 0220 |

| LINE | START | BEARING | END | LENGTH |
|------|-------|-----------------|-------|--------|
| 1 | 0+00 | N 0° 00' 00" W | 1+00 | 100.00 |
| 2 | 1+00 | S 90° 00' 00" E | 2+00 | 100.00 |
| 3 | 2+00 | N 0° 00' 00" E | 3+00 | 100.00 |
| 4 | 3+00 | S 90° 00' 00" W | 4+00 | 100.00 |
| 5 | 4+00 | N 0° 00' 00" W | 5+00 | 100.00 |
| 6 | 5+00 | S 90° 00' 00" E | 6+00 | 100.00 |
| 7 | 6+00 | N 0° 00' 00" E | 7+00 | 100.00 |
| 8 | 7+00 | S 90° 00' 00" W | 8+00 | 100.00 |
| 9 | 8+00 | N 0° 00' 00" W | 9+00 | 100.00 |
| 10 | 9+00 | S 90° 00' 00" E | 10+00 | 100.00 |
| 11 | 10+00 | N 0° 00' 00" E | 11+00 | 100.00 |
| 12 | 11+00 | S 90° 00' 00" W | 12+00 | 100.00 |
| 13 | 12+00 | N 0° 00' 00" W | 13+00 | 100.00 |
| 14 | 13+00 | S 90° 00' 00" E | 14+00 | 100.00 |
| 15 | 14+00 | N 0° 00' 00" E | 15+00 | 100.00 |
| 16 | 15+00 | S 90° 00' 00" W | 16+00 | 100.00 |
| 17 | 16+00 | N 0° 00' 00" W | 17+00 | 100.00 |
| 18 | 17+00 | S 90° 00' 00" E | 18+00 | 100.00 |
| 19 | 18+00 | N 0° 00' 00" E | 19+00 | 100.00 |
| 20 | 19+00 | S 90° 00' 00" W | 20+00 | 100.00 |

| LINE | START | BEARING | END | LENGTH |
|------|-------|-----------------|-------|--------|
| 1 | 0+00 | N 0° 00' 00" W | 1+00 | 100.00 |
| 2 | 1+00 | S 90° 00' 00" E | 2+00 | 100.00 |
| 3 | 2+00 | N 0° 00' 00" E | 3+00 | 100.00 |
| 4 | 3+00 | S 90° 00' 00" W | 4+00 | 100.00 |
| 5 | 4+00 | N 0° 00' 00" W | 5+00 | 100.00 |
| 6 | 5+00 | S 90° 00' 00" E | 6+00 | 100.00 |
| 7 | 6+00 | N 0° 00' 00" E | 7+00 | 100.00 |
| 8 | 7+00 | S 90° 00' 00" W | 8+00 | 100.00 |
| 9 | 8+00 | N 0° 00' 00" W | 9+00 | 100.00 |
| 10 | 9+00 | S 90° 00' 00" E | 10+00 | 100.00 |
| 11 | 10+00 | N 0° 00' 00" E | 11+00 | 100.00 |
| 12 | 11+00 | S 90° 00' 00" W | 12+00 | 100.00 |
| 13 | 12+00 | N 0° 00' 00" W | 13+00 | 100.00 |
| 14 | 13+00 | S 90° 00' 00" E | 14+00 | 100.00 |
| 15 | 14+00 | N 0° 00' 00" E | 15+00 | 100.00 |
| 16 | 15+00 | S 90° 00' 00" W | 16+00 | 100.00 |
| 17 | 16+00 | N 0° 00' 00" W | 17+00 | 100.00 |
| 18 | 17+00 | S 90° 00' 00" E | 18+00 | 100.00 |
| 19 | 18+00 | N 0° 00' 00" E | 19+00 | 100.00 |
| 20 | 19+00 | S 90° 00' 00" W | 20+00 | 100.00 |



LEGEND
1. DOTTED LINE WITH PERMANENT REFERENCE MONUMENTS (AS NOTED)
2. DOTTED LINE WITH INTERFERING MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP #L.B. 7048)
3. DOTTED LINE WITH IRON ROD (AS NOTED)
4. DOTTED LINE WITH IRON PIPE (AS NOTED)
5. DOTTED LINE WITH IRON PIPE SET WITH 1/2" I.D. (AS NOTED)
6. DOTTED LINE WITH IRON PIPE (AS NOTED)
7. DOTTED LINE WITH IRON PIPE (AS NOTED)
8. DOTTED LINE WITH IRON PIPE (AS NOTED)
9. DOTTED LINE WITH IRON PIPE (AS NOTED)
10. DOTTED LINE WITH IRON PIPE (AS NOTED)
11. DOTTED LINE WITH IRON PIPE (AS NOTED)
12. DOTTED LINE WITH IRON PIPE (AS NOTED)
13. DOTTED LINE WITH IRON PIPE (AS NOTED)
14. DOTTED LINE WITH IRON PIPE (AS NOTED)
15. DOTTED LINE WITH IRON PIPE (AS NOTED)
16. DOTTED LINE WITH IRON PIPE (AS NOTED)
17. DOTTED LINE WITH IRON PIPE (AS NOTED)
18. DOTTED LINE WITH IRON PIPE (AS NOTED)
19. DOTTED LINE WITH IRON PIPE (AS NOTED)
20. DOTTED LINE WITH IRON PIPE (AS NOTED)

BROWN & JOHNSTON, INC.
LAND SURVEYING & MAPPING CONSULTANTS
2800 E. US HWY 90, OSCEOLA, FLORIDA 32968
PHONE: (407) 933-7229 FAX: (407) 933-5370
CERTIFICATE OF AUTHORIZATION NO. LB. 7048

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

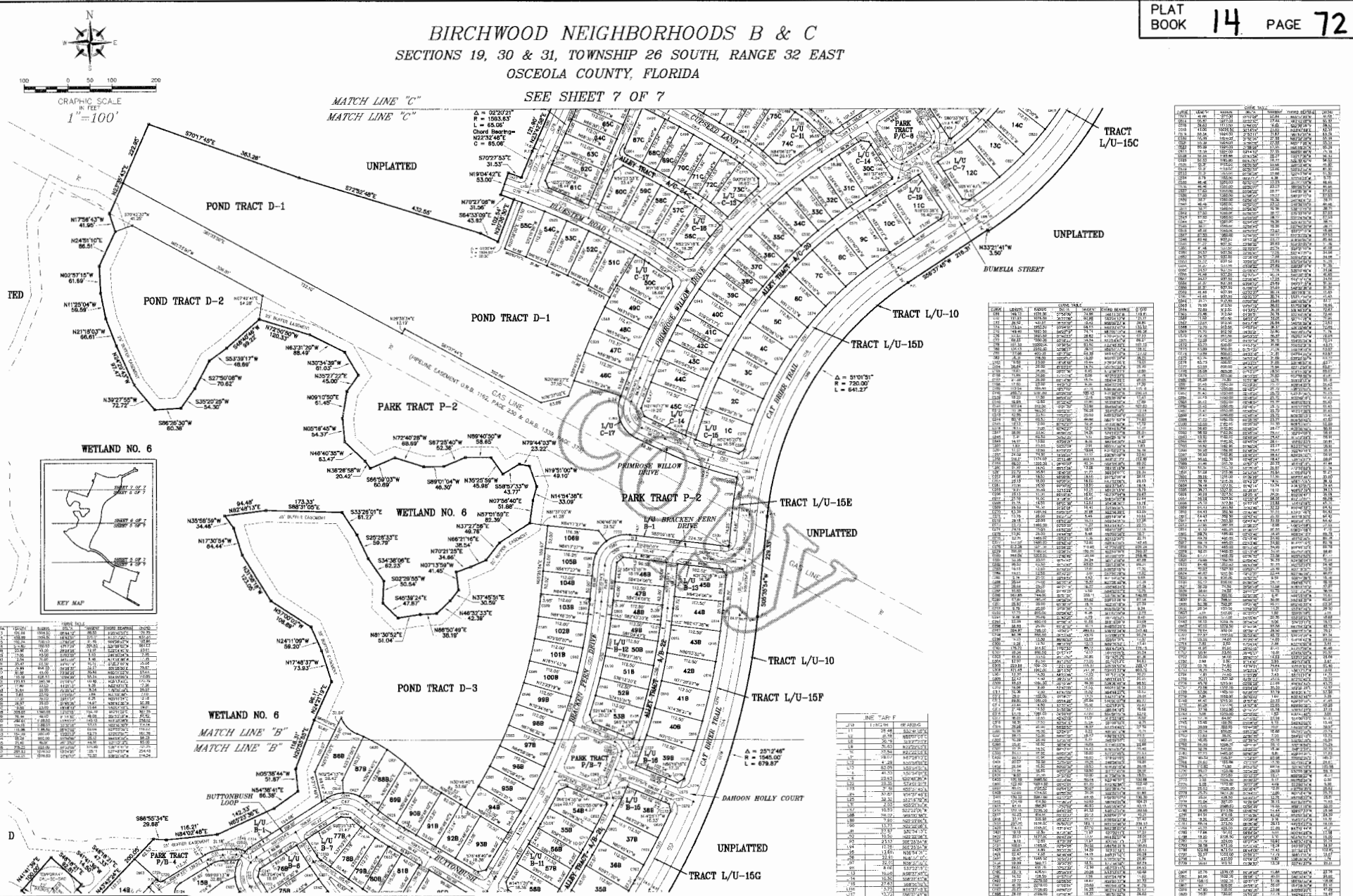
SEE SHEET 4 OF 7

SHEET 5 OF 7

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



GRAPHIC SCALE
IN FEET
1"=100'

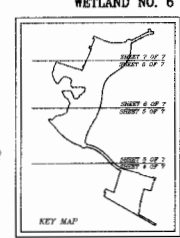


Table with 4 columns: Station, Distance, Bearing, and Remarks. Contains survey data for various points.

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

Large table with multiple columns containing detailed survey data, including bearings, distances, and station identifiers.

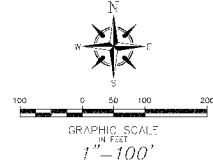
BROWN & JOHNSTON, INC.
LAND SURVEYING • MAPPING • CONSULTING
1401 N. 15th St., Suite 100, Ocala, FL 34461
Phone: (352) 933-7723 Fax: (352) 332-2010
CERTIFICATE OF AUTHORIZATION No. LB-7048

LEGEND
• DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED)
• DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP #LB-7048)
• DENOTES FOUND IRON RODS (AS NOTED)
• DENOTES SET 5/8" IRON ROD SET W/CAP # LB-7048
• DENOTES NAIL AND DISK FIGURE (AS NOTED) IS = IDENTIFICATION
• DENOTES FOREMAN CONTROL POINT (SET IRON AND DISK # LB-7048) SR = STATE ROAD
• = CHAINS DISTANCE P.C. = POINT OF BEGINNING P.T. = POINT OF TANGENCY
• = CENTRAL ANGLE P.C.C. = POINT OF COMMERCE P.R.C. = POINT OF REVERSE CURVE
• = ARC LENGTH D.R.B. = OFFICIAL RECORDS BOOK L.B. = LICENSED BUSINESS P.C.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.

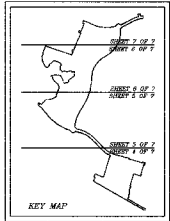
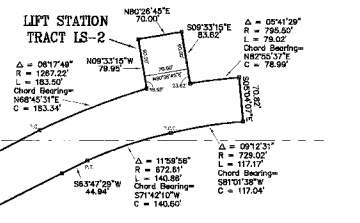
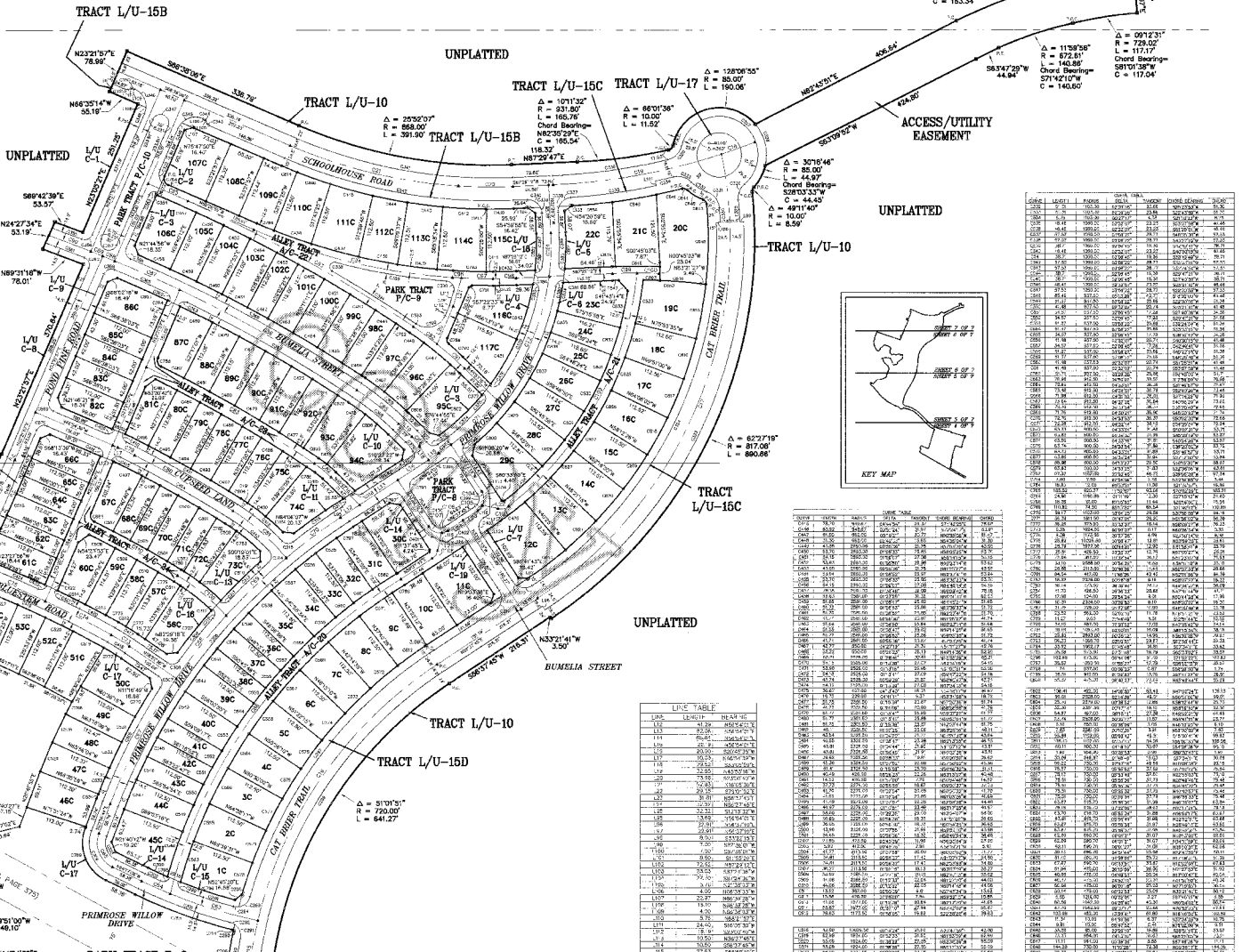
BIRCHWOOD NEIGHBORHOODS B & C

SECTIONS 19, 30 & 31, TOWNSHIP 26 SOUTH, RANGE 32 EAST
OSCEOLA COUNTY, FLORIDA



| LINE | LENGTH | BEARING | START | END | AREA | LINE | LENGTH | BEARING | START | END | AREA |
|------|--------|-------------|---------|---------|---------|------|--------|-------------|---------|---------|---------|
| 1 | 282.43 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 1 | 282.43 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 2 | 152.74 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 2 | 152.74 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 3 | 57.85 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 3 | 57.85 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 4 | 86.41 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 4 | 86.41 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 5 | 100.00 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 5 | 100.00 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |

| LINE | LENGTH | BEARING | START | END | AREA | LINE | LENGTH | BEARING | START | END | AREA |
|------|--------|-------------|---------|---------|---------|------|--------|-------------|---------|---------|---------|
| 1 | 282.43 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 1 | 282.43 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 2 | 152.74 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 2 | 152.74 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 3 | 57.85 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 3 | 57.85 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 4 | 86.41 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 4 | 86.41 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 5 | 100.00 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 5 | 100.00 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |



| LINE | LENGTH | BEARING | START | END | AREA | LINE | LENGTH | BEARING | START | END | AREA |
|------|--------|-------------|---------|---------|---------|------|--------|-------------|---------|---------|---------|
| 1 | 282.43 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 1 | 282.43 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 2 | 152.74 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 2 | 152.74 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 3 | 57.85 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 3 | 57.85 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 4 | 86.41 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 4 | 86.41 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 5 | 100.00 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 | 5 | 100.00 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |

LINE TABLE

| LINE | LENGTH | BEARING | START | END | AREA |
|------|--------|-------------|---------|---------|---------|
| 101 | 282.43 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 102 | 152.74 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 103 | 57.85 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 104 | 86.41 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |
| 105 | 100.00 | N00°15'15"W | 1000.00 | 1000.00 | 1000.00 |

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.

BROWN & JOHNSTON, INC.
LAND SURVEYING • MAPPING • CONSULTING
2302 8th Ave. SE, Decatur, Florida 32744
PHONE: (407) 651-7729 FAX: (407) 833-3370
CERTIFICATE OF AUTHORIZATION No. LB 7048

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 11th 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. 11th 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 W. MISTON
As its: SECRETARY

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

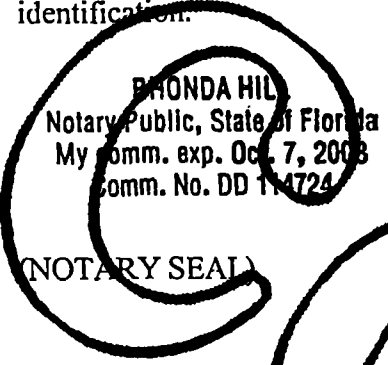
[Signature]
Signature of Witness
Print Name: Kathleen M. Bollhofer

CL 2003224213

OR 2390/1462

STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 5th 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 Osceola)

The foregoing instrument was acknowledged before me this 11th 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 28th 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. 11th Manor, Coral Springs, Florida 33001.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7th 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: *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.

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

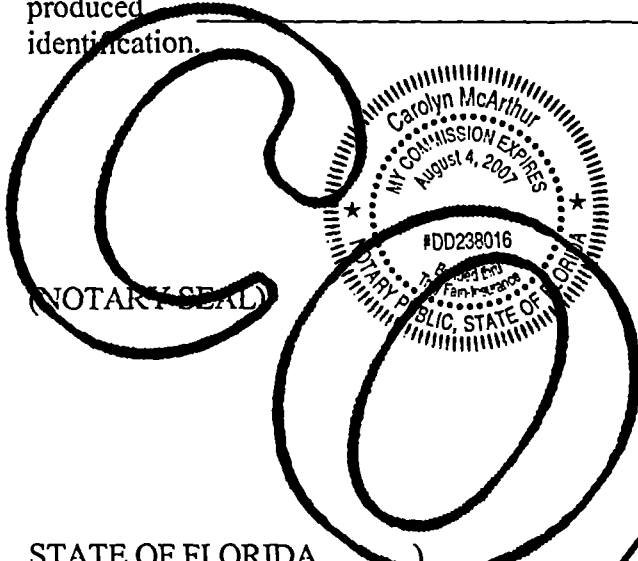
Rhonda Hill
Signature of Witness
Print Name Rhonda Hill

CL 2004213389

OR 2629/290

STATE OF FLORIDA)
) SS.
COUNTY OF OSCEOLA)

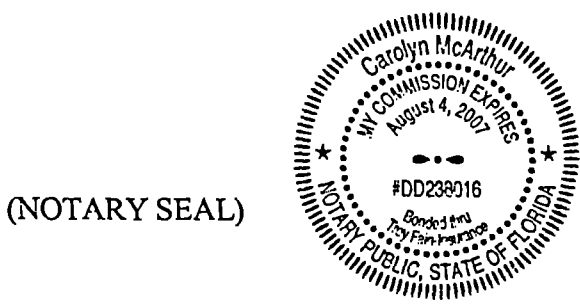
The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 2004, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, 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

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

Attachment F

216 South Monroe Street
Tallahassee, Florida 32301

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

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

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

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

5Bii

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

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 . . ."¹ 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 . . ."² Florida courts have defined the scope of free speech, including commercial speech, under the Florida Constitution consistently with the

¹ U.S. CONST. amend. I.

² FLA. CONST. art. I, § 4.

freedom-of-speech jurisprudence of the U.S. Supreme Court.³ 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.”⁴ 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.⁵ Speech is not classified as commercial solely because it is an advertisement,⁶ it refers to a specific product,⁷ or the declarant has an economic motivation for the speech.⁸ There is strong support for the classification of speech as commercial only when all of these criteria are met.⁹

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.¹⁰ *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.¹¹ 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.

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

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

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

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

⁷ *Youngs*, *supra* note 5, at 66.

⁸ *Id.* at 67.

⁹ *Id.*

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

¹¹ *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.¹² 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."¹³ 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."¹⁴ 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

¹² See, supra notes 9-11.

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

¹⁴ *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.¹⁵

In *Jobe v. City of Catlettsburg*, the District Court held against a Kentucky windshield leafleter.¹⁶ 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."¹⁷ It is well-settled that aesthetics is a substantial government interest.¹⁸

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.

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

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

¹⁷ *Id.* at 268.

¹⁸ 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.

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

216 South Monroe Street
Tallahassee, Florida 32301

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

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

MEMORANDUM

To: Harmony Community Development District
From: Young Qualls, PA
Date: August 19, 2020
Re: 2020 Legislative Session Laws Effect on Harmony CDD

Question Presented

The District Manager asked for an update and summary of laws passed by the 2020 Florida Legislature. Following are those laws affecting community development districts.

Answer

During the 2020 Florida Legislative Session there were six (6) new laws which pertinently affect the Harmony Community Development District (“District” or “CDD”) being:

1. SB1466 reduces the information that a CDD must post online; now only the agenda must be posted seven (7) days in advance. The CDD may now provide a link to its most recent financial audit report on the Auditor General’s website, rather than posting the report. Another provision regards exemptions of ethics requirements to board members, but this provision only applies to district boards with supervisors who were appointed by developers; thus, this provision does not apply to the District as it is an elected board.
2. HB101 reduces the amount of money a CDD may withhold from progress payments under construction service contracts worth more than \$200,000 from:
 - a. 10% to 5% when less than 50 percent of the project is complete; and
 - b. 5% to 2.5% when 50 percent or more of the project is complete.
3. HB279 requires that when a CDD performs a project using its own services and employees, the CDD must fully account for all direct and indirect costs associated with the project including: employee compensation and benefits; equipment and maintenance costs, insurance costs, the cost of direct materials; and other direct costs, plus a factor of 20% for management, overhead, and other indirect costs, such as permitting fees.

Because Harmony has a unique framework for field staff, the District must take this new obligation into consideration before starting new projects and designate a District staff

member to keep the accounting of such. The Firm is doing additional research into the full affect of this law on the District.

4. SB664 requires CDD contractors and subcontractors to verify new hires' immigration status under "E-Verify" beginning January 1, 2021. The bill's contractor/subcontractor requirements apply to those that have at least 10 employees in Florida and contracts of at least \$35,000 in value.

The District may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. This obligation will need to be added to the District's standard contract form.

5. HB441 increases the maximum dollar amount for continuing contracts under the Consultants' Competitive Negotiation Act (CCNA), Ch. 287, F.S. (2019), for each individual construction project from \$2,000,000 to \$4,000,00 and each individual study under a contract for CDD construction projects from \$200,000 to \$500,000. These new limits are intended to lead to more competitive bidding for contracts with the District.
6. HB5003 creates a special task force to review CDD's governance structure and function and determine if changes are necessary to make the CDD more efficient. The District should continue to follow all procedures and striving for efficiency while carrying out its duties under Ch. 190, F.S. (2019).

Analysis

SB1466

a. District Websites

Per the legislative staff analyses, local governments are facing continued federal litigation in the absence of official rules on ADA compliance for government website and electronic document access. State and local government websites are subject to Title II of the Americans with Disabilities Act (ADA), which prohibits state and local governments from discriminating against a qualified disabled person because of a disability unless a modification of policy or procedure is unreasonable, alters the nature of the service, or causes the government an undue financial or administrative burden. The United States Department of Justice (DOJ) administers Title II. While not having provided any regulations on how state and local government websites can comply with the ADA, the DOJ has issued an ADA Best Practices Tool Kit for state and local governments, which provides suggestions and checklists. Under Title II of the ADA, state and local governments may be sued and many have recently faced increased litigation relating to state and local government website access.

CDDs are required to maintain an official website containing essential information about the district. Each CDD is required to maintain a separate website. A CDD shall post the following information, at a minimum, on the district's official website:

- The full legal name of the special district.
- The public purpose of the special district.
- The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- The fiscal year of the special district.
- The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference ch. 190, F.S., as the uniform charter but must include information relating to any grant of special powers.
- The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- A description of the boundaries or service area of, and the services provided by, the special district.
- A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- The primary contact information for the special district for purposes of communication from the department.
- A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- The budget of the special district and any amendments thereto in accordance with s. 189.016, F.S.
- The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- A listing of its regularly scheduled public meetings as required by s. 189.015(1), F.S.
- The public facilities report, if applicable.
- Link to the Department of Financial Services website as set forth in s. 218.32(1)(g), F.S.
- At least 7 days before each meeting or workshop, the agenda of such, plus any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain online for at least 1 year after the event.

Chapter 282, F.S., regulates the accessibility of electronic information among state agencies. Executive, legislative, and judicial branches of state government must ensure that state employees with disabilities have access to and are provided with electronic information and data comparable to the access and use by state employees who do not have disabilities unless an undue burden would be imposed on the agency. Similarly, individuals with disabilities who are members of the public must be provided with access to and use of electronic information and data comparable to that provided to nondisabled members of the public, unless an undue burden would be imposed on the agency. Each state agency must develop, procure, maintain, and use

accessible electronic information and information technology in conformance with federal law,⁶¹ absent an undue burden. If an agency claims compliance will impose an undue burden, it must provide proof an alternative method allows the individual to use the information and data.⁶² The statute does not extend its requirements to local governments

b. Florida Code of Ethics

The Code of Ethics contains several provisions that provide exemptions from what is otherwise prohibited conduct:

- Section 112.313(7), F.S., prohibits conflicting employment or contractual relationships, but provides that where a special tax district is created by general or special law and limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which an agency has jurisdiction, or when the agency has been organized pursuant to chapter 298 (water control districts), then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency shall not be prohibited by this subsection or be deemed a conflict per se.
- Section 112.313(12), F.S., contains exemptions from the prohibitions in subsections (3) (prohibition on doing business with one's agency) and subsection (7) by providing that:
 - The prohibitions may be waived for a person serving on an advisory board by the body which appointed the person to the advisory board; and
 - No person is in violation of those subsections if:
 - Within a city or county the business is transacted under a rotation system;
 - The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder who meet certain additional criteria;
 - The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier;
 - An emergency purchase or contract must be made in order to protect the health, safety, or welfare of the citizens of the state or political subdivision of the state;
 - The business entity is the sole source of supply;
 - The total amount of transactions do not exceed \$500 per calendar year; and
 - Several other conditions exist related to bank officers, university transactions and purchases by public officers or employees in a private capacity.
- Section 112.313(15), F.S., provides that elected public officers are not in violation of subsection (7) of the section, dealing with conflict of interest, for maintaining an employment relationship with a tax-exempt organization as long as certain condition.
- Section 112.313(16), F.S., provides certain exemptions from the prohibitions of subsections (3) and (7) of the section for local government attorneys.

- Section 112.3143, F.S., prohibits a state public officer from voting on any matter that the officer knows would inure to his or her special private gain or loss; however paragraph (3)(b) of the section provides that a commissioner of a community redevelopment agency or an officer of an independent special tax district elected on a one-acre, one-vote basis, is not prohibited from voting.

c. Effect of SB1466 Changes

Section 2 of the bill amends s. 189.069, F.S., to allow a CDD to satisfy the required posting of its most recent final, complete audit report and other statutorily required audit reports on its own website by providing a link to the most recent audit report maintained on the Auditor General's website. In addition, the bill amends provisions removing the requirement for online posting of a special district's public facilities report and any of a special district's meeting or workshop materials. The posting of a CDD meeting or workshop, and the agendas of such, is still required.

Finally, section 3 of the bill amends s. 190.007, F.S., to provide that board members or public employees of community development districts do not abuse their public position under Article II, section 8(h)(2) of the Florida Constitution if they commit acts or omissions authorized under s. 112.313(7), (12), (15), or (16), F.S., s. 112.3143(3)(b), F.S., or s. 190.007(1), F.S. and board members do not abuse their public position if they commit acts or omissions in connection with a vote if they follow the procedures required by s. 112.3143, F.S. Section 4 of the bill provides an effective date of July 1, 2020.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/1466/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/01466/?Tab=Analyses>

HB101

Per the legislative staff analyses, this bill regards CDDs retainage of progress payments on construction contracts. Payments for construction services are usually made incrementally as progress is made, and retainage is a construction practice whereby a project owner withholds a certain percentage of a payment from the contractor who in turn withholds a certain percentage from the subcontractors until the project is completed. The retained funds are generally paid out when the project is completed.

The bill reduces the amount that a CDD may retain from a progress payment to a contractor for contracts worth more than \$200,000 from:

- Ten percent to five percent when less than 50 percent of the project is complete; and
- Five percent to two and a half percent when 50 percent or more of the project is complete.

The bill may result in contractors and subcontractors who provide services in the construction of public projects for CDDs receiving more money in progress payments, which could result in more competition for public works projects and lower costs for the CDD. The bill specifies that the above provisions do not apply to any contract for construction services entered into, pending approval, or advertised by a government entity, on or before October 1, 2019.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/101/BillText/er/PDF>

SEE Staff Analyses: [flsenate.gov/Session/Bill/2019/101/ByCategory/?Tab=Analyses](https://www.flsenate.gov/Session/Bill/2019/101/ByCategory/?Tab=Analyses)

HB279

Under Florida Statutes, Community Development Districts seeking to construct or improve a public building or structure must competitively bid the project if the projected cost is in excess of \$300,000. For electrical work, CDDs must competitively bid projects estimated to cost more than \$75,000. However, an exemption from the requirement to competitively award these projects exists when the Board of Supervisors of the CDD determines that it is in the public's best interest to use the local government's own services, employees, and equipment.

Per the legislative staff analyses, this bill specifies the manner in which the estimated cost of a public building construction project must be determined when the Board of Supervisors is deciding whether it is in the CDD's best interest to perform the project using its own services, employees, and equipment. Specifically, the bill requires the estimated project cost to fully account for all costs associated with performing and completing the work, including employee compensation and benefits; the cost of equipment and maintenance, insurance costs, and the cost of direct materials to be used in the construction of the project including materials to be purchased by the CDD; and other direct costs, plus a factor of 20 percent for management, overhead, and other indirect costs.

The bill also requires CDDs to consider the same costs when determining the estimated cost of any road and bridge construction and reconstruction projects performed utilizing proceeds from the constitutional gas tax. The bill further requires CDDs issuing bidding documents or other requests for proposals to include a listing of all other governmental entities that may have additional permits or fees generated by the project. Finally, CDDs utilizing their own services must create a report summarizing completed projects constructed by the CDD, which must be publicly reviewed each year by the CDD Board of Supervisors.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/279/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/279/?Tab=Analyses>

SB664

This bill requires public employers and certain of their contractors and subcontractors to use E-Verify, beginning July 1, 2021. Particularly, per the legislative staff analyses, the bill's contractor/subcontractor requirements apply to those that have at least 10 employees in Florida and have contracts of at least \$35,000 in value. Additionally, the bill reiterates current law's prohibition on knowingly employing an unauthorized alien, and the bill authorizes a person to file a complaint with the department if he or she believes in good faith that an employer employs an unauthorized alien.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/664/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/664/?Tab=Analyses>

HB441

Per the legislative staff analyses, in 1973, the Florida Legislature enacted the Consultants' Competitive Negotiation Act (CCNA), which requires special districts, including CDDs, to procure the "professional services" of an architect, professional engineer, landscape architect, or registered surveyor and mapper using a qualifications-based selection process. Qualifications-based selection is a process whereby service providers are retained on the basis of competency, qualifications, and experience, rather than price.

This bill increases the maximum limit for continuing contracts covered by the CCNA from an estimated per project construction cost of \$2 million to \$4 million. The bill also increases the maximum limit for procuring a study using a continuing contract from \$200,000 per study to \$500,000.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/441/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/441/?Tab=Analyses>

HB5003

In Section 108, the bill creates a Local Government Efficiency Task Force within the Legislature to review the governance structure and function of special districts, including CDDs, and determine if changes are necessary to make such a government more efficient. The bill requires a report from the task force to be sent to the Governor, President of the Senate and Speaker of the House of Representatives by June 1, 2021.

SEE Bill Text: <https://www.flsenate.gov/Session/Bill/2020/5003/BillText/er/PDF>

SEE Staff Analyses: <https://www.flsenate.gov/Session/Bill/2020/5003/?Tab=Analyses>

5C

5Ci

July/August 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 2 completed. Phase 3 starts August 25
- Repaired damaged Boardwalk by vandalism
- Sidewalk grinding continued.
- Storm water project Five Oaks Dr pending. Next visit from Contractor on Tuesday the 18th

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.

Boat Maintenance

- All propellers weekly checked and boats cleaned.
- Paint maintenance continued Dock fencing area.

- Replaced motor Tracker Bass boat. Shipment pending as of now.

Buck Lake Activities

- Boat Orientation held 18 attended

Access Cards

- Approximately 50 ID cards have been made this month.

End of Report.





5Cii

HARMONY CDD

Gerhard van der Snel

| Date | Resident | Time | M | F | S | Total | 20' | 16' | 16' | 18' | Tracker | Canoe | Kayak | Comments | |
|-----------|-------------------|-----------------|-------------------------|----|------|-------|------|-----|-----|------|---------|-------|-------|----------|--|
| | | | W | S | Pass | Pont | Pont | Sun | Trk | Bass | Bass | | | | |
| | | | Th | | | | | | | | | | | | |
| 7/13/2020 | Ryan LaHayne | 7:30 - 10:30 AM | X | | 8 | X | | | | | | | | | |
| 7/13/2020 | Allen Rivera | 1:00 - 4:00 PM | X | | 4 | | | | X | | | | | | |
| 7/13/2020 | David Bronson | 1:00 - 4:00 PM | X | | 3 | X | | | | | | | | | |
| 7/15/2020 | Sara Juggernauth | 7:30 - 10:30 AM | | | 2 | | X | | | | | | | | |
| 7/15/2020 | Michael Giberson | 8:00 - 11:00 AM | | | 2 | | | | | X | | | | | |
| 7/15/2020 | William Gest | 1:00 - 4:00 PM | | | 4 | | | | X | | | | | | |
| 7/15/2020 | Carol Regalado | 1:00 - 4:00 PM | | | 8 | X | | | | | | | | | |
| 7/15/2020 | Tanner Pollard | 1:00 - 4:00 PM | | | 4 | | X | | | | | | | | |
| 7/16/2020 | William Gest | 8:30 - 10:00 AM | | | 1 | | | | | X | | | | | |
| 7/16/2020 | Magela Dilu | 1:00 - 4:00 PM | | | 4 | | X | | | | | | | | |
| 7/16/2020 | Carol Regalado | 1:00 - 4:00 PM | | | 8 | X | | | | | | | | | |
| 7/16/2020 | Robert Cardaci | 1:00 - 4:00 PM | | | 4 | | | | X | | | | | | |
| 7/17/2020 | Cesar Caro | 7:30 - 10:30 AM | | | 8 | X | | | | | | | | | |
| 7/17/2020 | Collin LaHue | 7:30 - 10:30 AM | | | 2 | | | | | X | | | | | |
| 7/17/2020 | Collin LaHue | 7:30 - 10:30 AM | | | 2 | | | | X | | | | | | |
| 7/17/2020 | Paul Demling | 1:00 - 4:00 PM | | | 2 | | X | | | | | | | | |
| 7/17/2020 | David Bronson | 1:00 - 4:00 PM | | | 3 | X | | | | | | | | | |
| 7/17/2020 | Sara Juggernauth | 1:00 - 4:00 PM | | | 3 | | | | X | | | | | | |
| 7/18/2020 | Jeniffer Denault | 7:30 - 10:30 AM | | | 6 | X | | | | | | | | | |
| 7/18/2020 | David Bronson | 1:00 - 4:00 PM | | | 3 | | | | X | | | | | | |
| 7/18/2020 | Sandy Miranda | 1:00 - 4:00 PM | | | 5 | X | | | | | | | | | |
| 7/18/2020 | Tanner Pollard | 1:00 - 4:00 PM | | | 4 | | X | | | | | | | | |
| 7/18/2020 | Barry Unterbrink | 2:30 - 4:00 PM | | | 2 | | | | | | | X | | | |
| 7/19/2020 | Kathleen Williams | 7:30 - 10:30 AM | | X | 8 | X | | | | | | | | | |
| 7/19/2020 | Donald Rice | 7:30 - 10:30 AM | | X | 2 | | X | | | | | | | | |
| 7/19/2020 | Lori Isaac | 7:30 - 10:30 AM | | X | 6 | | | | X | | | | | | |
| 7/19/2020 | Michael Giberson | 8:00 - 11:00 AM | | X | 2 | | | | | X | | | | | |
| 7/19/2020 | Harry Barry | 1:00 - 4:00 PM | | X | 3 | | | | | X | | | | | |
| 7/19/2020 | Cathy Goodwin | 1:00 - 4:00 PM | | X | 5 | | | | X | | | | | | |
| 7/19/2020 | Glenn Tarrence | 1:00 - 4:00 PM | | X | 6 | X | | | | | | | | | |
| | | | 21 | 28 | 448 | 44 | 17 | 28 | 16 | 1 | 2 | 12 | | | |
| | | | Total | | | | | | | | | | | | |
| | | | Passengers: | | | | | | | | | | | | |
| | | | 448 | | | | | | | | | | | | |
| | | | Total Trips: 120 | | | | | | | | | | | | |

| Date | Resident | Time | M W Th | F S S | Total Pass | 20' Pont | 16' Pont | 16' SunTrk | 18' Bass | Tracker Bass | Canoe | Kayak | Comments |
|-----------|-------------------|-----------------|-------------------------|-------------|---------------|-------------|-------------|---------------|-------------|-----------------|-------|-------|----------|
| 7/19/2020 | Barry Unterbrink | 2:30 - 4:00 PM | | X | 2 | | | | | | X | | |
| 7/20/2020 | Robert Martz | 7:30 - 10:30 AM | X | | 2 | | | | X | | | | |
| 7/20/2020 | Amanda Corcoran | 9:00 - 1:00 PM | X | | 1 | | | | | | | X | |
| 7/20/2020 | Amanda Corcoran | 9:00 - 1:00 PM | X | | 1 | | | | | | | X | |
| 7/20/2020 | Tanner Pollard | 1:00 - 4:00 PM | X | | 4 | X | | | | | | | |
| 7/20/2020 | Debra Edwards | 1:00 - 3:00 PM | X | | 1 | | | | | | | X | |
| 7/20/2020 | Debra Edwards | 1:00 - 3:00 PM | X | | 1 | | | | | | | X | |
| 7/20/2020 | William Gest | 1:00 - 4:00 PM | X | | 4 | | | X | | | | | |
| 7/22/2020 | David Bronson | 7:30 - 10:30 AM | | | 3 | X | | | | | | | |
| 7/22/2020 | Michael Giberson | 8:00 - 11:00 AM | | | 2 | | | | X | | | | |
| 7/22/2020 | Allen Rivera | 1:00 - 4:00 PM | | | 4 | X | | | | | | | |
| 7/23/2020 | adam Kelley | 7:30 - 10:30 AM | | | 8 | X | | | | | | | |
| 7/23/2020 | Debra Edwards | 10:00 - 1:00 PM | | | 1 | | | | | | | X | |
| 7/23/2020 | Debra Edwards | 10:00 - 1:00 PM | | | 1 | | | | | | | X | |
| 7/23/2020 | David Bronson | 1:00 - 4:00 PM | | | 3 | X | | | | | | | |
| 7/23/2020 | steve parrill | 1:00 - 4:00 PM | | | 2 | | X | | | | | | |
| 7/24/2020 | Collin LaHue | 7:30 - 10:30 AM | | | 2 | | | | X | | | | |
| 7/24/2020 | Tanner Pollard | 7:30 - 10:30 AM | | | 4 | X | | | | | | | |
| 7/24/2020 | Catherine Coudray | 1:00 - 4:00 PM | | | 2 | X | | | | | | | |
| 7/25/2020 | David Walker | 7:30 - 10:30 AM | | | 2 | | X | | | | | | |
| 7/25/2020 | jason herman | 8:00 - 11:00 AM | | | 2 | | | | X | | | | |
| 7/25/2020 | Chris Todd | 9:00 - 11:00 AM | | | 4 | X | | | | | | | |
| 7/25/2020 | Magela Dilu | 1:00 - 4:00 PM | | | 8 | X | | | | | | | |
| 7/25/2020 | Sandy Miranda | 1:00 - 4:00 PM | | | 3 | | | X | | | | | |
| 7/26/2020 | Oscar Hernandez | 7:30 - 10:30 AM | | X | 3 | X | | | | | | | |
| 7/26/2020 | Donald Rice | 7:30 - 10:30 AM | | X | 2 | | X | | | | | | |
| 7/26/2020 | Michael Giberson | 8:00 - 11:00 AM | | X | 2 | | | | X | | | | |
| 7/26/2020 | John Webster | 1:00 - 4:00 PM | | X | 2 | X | | | | | | | |
| 7/26/2020 | william turner | 1:00 - 4:00 PM | | X | 4 | | | X | | | | | |
| 7/29/2020 | Michael Giberson | 8:00 - 11:00 AM | | | 2 | | | | X | | | | |
| 7/29/2020 | William Gest | 1:00 - 4:00 PM | | | 4 | | | X | | | | | |
| 7/29/2020 | David Bronson | 1:00 - 4:00 PM | | | 3 | X | | | | | | | |
| 7/30/2020 | adam Kelley | 7:30 - 10:30 AM | | | 8 | X | | | | | | | |
| | | | 21 | 28 | 448 | 44 | 17 | 28 | 16 | 1 | 2 | 12 | |
| | | | Total | | | | | | | | | | |
| | | | Passengers: | | | | | | | | | | |
| | | | 448 | | | | | | | | | | |
| | | | Total Trips: 120 | | | | | | | | | | |

| Date | Resident | Time | M W Th | F S | Total Pass | 20' Pont | 16' Pont | 16' SunTrk | 18' Bass | Tracker Bass | Canoe | Kayak | Comments |
|-----------|-------------------|------------------|-------------------------|--------|---------------|-------------|-------------|---------------|-------------|-----------------|-------|-------|----------|
| 7/30/2020 | Paul Demling | 1:00 - 4:00 PM | | | 1 | | | X | | | | | |
| 7/30/2020 | KEVIN SHEA | 1:00 - 4:00 PM | | | 4 | X | | | | | | | |
| 7/31/2020 | Ray Walls | 7:30 - 10:30 AM | | | 4 | X | | | | | | | |
| 7/31/2020 | Magela Dilu | 1:00 - 4:00 PM | | | 6 | | | X | | | | | |
| 7/31/2020 | Joshua DuPre | 1:00 - 4:00 PM | | | 8 | X | | | | | | | |
| 8/1/2020 | GEORGE KRUG | 7:30 - 10:30 AM | | | 4 | | X | | | | | | |
| 8/1/2020 | Mark Williams | 7:30 - 10:30 AM | | | 6 | | | X | | | | | |
| 8/1/2020 | Diane Garton | 10:00 - 12:00 PM | | | 8 | X | | | | | | | |
| 8/1/2020 | Amanda Corcoran | 1:00 - 4:00 PM | | | 4 | | X | | | | | | |
| 8/1/2020 | Lori Isaac | 1:00 - 4:00 PM | | | 5 | X | | | | | | | |
| 8/1/2020 | Merel Ledbetter | 1:00 - 4:00 PM | | | 4 | | | X | | | | | |
| 8/2/2020 | Donald Rice | 7:30 - 10:30 AM | | X | 2 | | X | | | | | | |
| 8/2/2020 | Rogelio Cordero | 7:30 - 10:00 AM | | X | 1 | | | | | | | X | |
| 8/2/2020 | Rogelio Cordero | 7:30 - 10:00 AM | | X | 1 | | | | | | | X | |
| 8/2/2020 | Rogelio Cordero | 7:30 - 10:00 AM | | X | 1 | | | | | | | X | |
| 8/2/2020 | Michael Giberson | 8:00 - 11:00 AM | | X | 2 | | | | X | | | | |
| 8/2/2020 | Jerome Schletter | 1:00 - 4:00 PM | | X | 8 | X | | | | | | | |
| 8/2/2020 | Amanda Corcoran | 1:00 - 4:00 PM | | X | 4 | | X | | | | | | |
| 8/2/2020 | Jerome Schletter | 2:00 - 4:00 PM | | X | 8 | X | | | | | | | |
| 8/3/2020 | Mark Williams | 7:30 - 10:30 AM | X | | 6 | X | | | | | | | |
| 8/3/2020 | Jerome Schletter | 8:30 - 11:30 AM | X | | 5 | | | X | | | | | |
| 8/3/2020 | Noreene Schletter | 1:00 - 4:00 PM | X | | 6 | X | | | | | | | |
| 8/3/2020 | laura portorreal | 1:00 - 4:00 PM | X | | 4 | | | X | | | | | |
| 8/5/2020 | Michael Giberson | 8:00 - 11:00 AM | | | 2 | | | | X | | | | |
| 8/5/2020 | Jerome Schletter | 8:30 - 11:30 AM | | | 5 | | | X | | | | | |
| 8/5/2020 | Noreene Schletter | 1:00 - 4:00 PM | | | 8 | X | | | | | | | |
| 8/5/2020 | steve parrill | 1:00 - 4:00 PM | | | 2 | | | X | | | | | |
| 8/6/2020 | Jerome Schletter | 12:00 - 2:00 PM | | | 8 | X | | | | | | | |
| 8/6/2020 | steve parrill | 1:00 - 4:00 PM | | | 2 | | | X | | | | | |
| 8/6/2020 | David Bronson | 1:00 - 4:00 PM | | | 3 | X | | | | | | | |
| 8/7/2020 | Kimberly Langlais | 7:30 - 10:30 AM | | | 4 | | X | | | | | | |
| 8/7/2020 | adam Kelley | 7:30 - 10:30 AM | | | 8 | X | | | | | | | |
| 8/7/2020 | Collin LaHue | 7:30 - 10:30 AM | | | 2 | | | X | | | | | |
| | | | 21 | 28 | 448 | 44 | 17 | 28 | 16 | 1 | 2 | 12 | |
| | | | Total | | | | | | | | | | |
| | | | Passengers: | | | | | | | | | | |
| | | | 448 | | | | | | | | | | |
| | | | Total Trips: 120 | | | | | | | | | | |

| Date | Resident | Time | M W Th | F S | Total Pass | 20' Pont | 16' Pont | 16' SunTrk | 18' Bass | Tracker Bass | Canoe | Kayak | Comments |
|-----------|-------------------|-----------------|-------------------------|--------|---------------|-------------|-------------|---------------|-------------|-----------------|-------|-------|----------|
| 8/7/2020 | William Gest | 8:30 - 10:00 AM | | | 1 | | | | X | | | | |
| 8/7/2020 | Jerome Schletter | 1:00 - 4:00 PM | | | 6 | X | | | | | | | |
| 8/7/2020 | Nichole Hotkowski | 1:00 - 4:00 PM | | | 6 | | | X | | | | | |
| 8/8/2020 | Merei Ledbetter | 7:30 - 10:30 AM | | | 4 | | | X | | | | | |
| 8/8/2020 | Jeniffer Denault | 7:30 - 10:30 AM | | | 6 | X | | | | | | | |
| 8/8/2020 | David Walker | 7:30 - 10:30 AM | | | 3 | | X | | | | | | |
| 8/8/2020 | David Bronson | 1:00 - 4:00 PM | | | 3 | X | | | | | | | |
| 8/9/2020 | Ray Walls | 7:30 - 10:30 AM | | X | 2 | | | | | X | | | |
| 8/9/2020 | Andrew SLOAN | 7:30 - 10:30 AM | | X | 3 | | | X | | | | | |
| 8/9/2020 | Andrew Crawford | 7:30 - 10:30 AM | | X | 2 | X | | | | | | | |
| 8/9/2020 | Donald Rice | 7:30 - 10:30 AM | | X | 2 | | X | | | | | | |
| 8/9/2020 | Michael Giberson | 8:00 - 11:00 AM | | X | 2 | | | | X | | | | |
| 8/9/2020 | Lori Isaac | 1:00 - 4:00 PM | | X | 4 | | | X | | | | | |
| 8/9/2020 | David Bronson | 1:00 - 4:00 PM | | X | 3 | X | | | | | | | |
| 8/10/2020 | Wanda Butler | 7:30 - 10:30 AM | X | | 3 | | X | | | | | | |
| 8/10/2020 | Thomas Gerdemann | 7:30 - 10:30 AM | X | | 2 | | | X | | | | | |
| 8/10/2020 | William Gest | 1:00 - 4:00 PM | X | | 4 | | | X | | | | | |
| 8/10/2020 | Sarah Stevens | 1:00 - 4:00 PM | X | | 8 | X | | | | | | | |
| 8/10/2020 | Michelle Peterson | 1:30 - 3:30 PM | X | | 1 | | | | | | | X | |
| 8/10/2020 | Michelle Peterson | 1:30 - 3:30 PM | X | | 1 | | | | | | | X | |
| 8/10/2020 | Michelle Peterson | 1:30 - 3:30 PM | X | | 1 | | | | | | | X | |
| 8/12/2020 | adam Kelley | 7:30 - 10:30 AM | | | 8 | X | | | | | | | |
| 8/12/2020 | Michael Giberson | 8:00 - 11:00 AM | | | 2 | | | | X | | | | |
| 8/12/2020 | Allen Rivera | 1:00 - 4:00 PM | | | 4 | X | | | | | | | |
| | | | 21 | 28 | 448 | 44 | 17 | 28 | 16 | 1 | 2 | 12 | |
| | | | Total | | | | | | | | | | |
| | | | Passengers: | | | | | | | | | | |
| | | | 448 | | | | | | | | | | |
| | | | Total Trips: 120 | | | | | | | | | | |

5Ciii

Facebook report July/August 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 July 21st a resident asked for dog potty bags at the Dahoon Holly. CDD Responded.

On July 23rd a resident requested a branch to be cut at Five Oaks Dr. Servello responded.

On July 29th a resident responded to a found cone. CDD picked up the cone.

On July 28th a resident requested a tree to be removed at 3388 Cordgrass Place.

End of report.

5Civ

Harmony District Ponds Report

| Pond # | Pond Name | Pond Acres | SEVERITY: | | | | | AUGUST POND REPORT | Treatment Plan | |
|--|--------------|---|--|-------|---------|-----------|---------|-------------------------|---|-------------|
| | | | 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 | | | | | AUGUST POND REPORT | <ul style="list-style-type: none"> * Se Clear G-Algae * Komeen Crystals-Hydrilla * SonarOne-Hydrilla * Diquat-Latorial plants | |
| Map links below Require Internet | | | | | | | | Current Treatment | | |
| 1 | H-1 | 1.4 | | | | | L1 | No treatment needed | | |
| 2 | H-1 | 1.0 | | | | | L1 | No treatment needed | | |
| 3 | H-1 | 2.3 | | | | | L1 | No treatment needed | | |
| 4 | H-2 | 3.7 | L1 | | | | L1 | No treatment needed | | |
| 5 | Cherry Hill | 2.8 | L1 | | | | | Littoral Weeds | Round Up | |
| 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 | | | | | Littoral Weeds | Round Up | |
| 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 | Littoral Weeds | Round Up | |
| 39 | S. Lake | 3.3 | | | | | L1 | Littoral Weeds | Round Up | |
| 40 | S. Lake | 1.4 | | | | | L1 | No treatment needed | | |
| 41 | S. Lake | 2.3 | L1 | | | | | Littoral Weeds | Round Up | |
| 42 | S. Lake | 5.2 | L1 | | | | | Littoral Weeds | Round Up | |
| 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 | | |
| TOTAL ACRES | | 2.1 | Total size (in acres) of all ponds combined | | | | | | | |
| AVG. TREATED ACRES | | 0.4 | Average treated pond area is roughly 20% | | | | | | | |
| Additonal Notes: | | This month I have been spraying for weeds along and for excess growth in the ponds to stop them from spreading out too much. The treatments are showing already and seem to be dying faster in the extreme heat. The ponds are doing well overall and looking very healthy. | | | | | | | | |

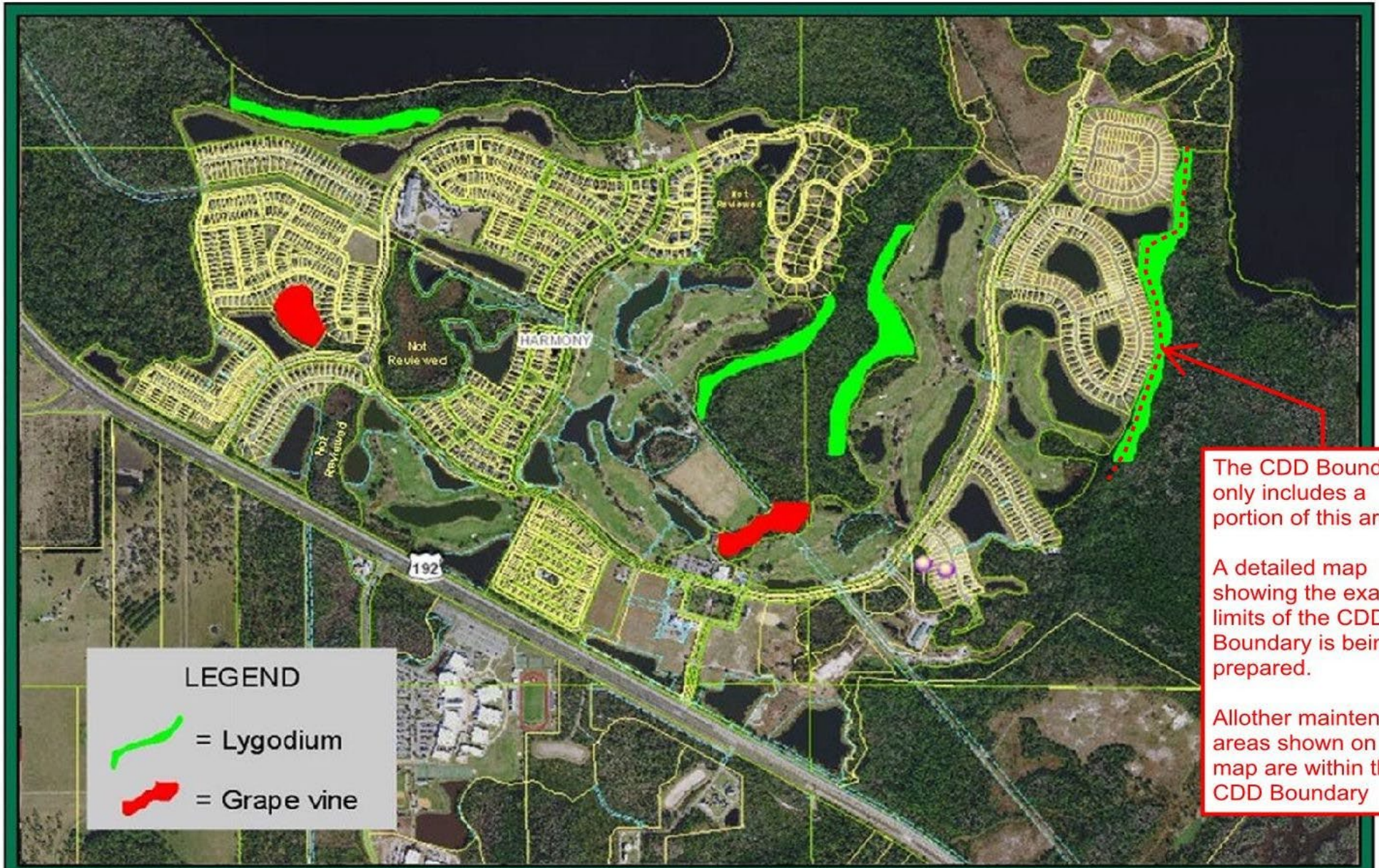
Harmony District Ponds Map



5Cv

Harmony Community Development District Field Services Monthly Wetland Report

| # | Maintenance Area Name | Acres | Invasive Species | Reporting Date: JULY-AUGUST | Treatment Status |
|---|-----------------------|------------|---|--|--|
| Map Tab Shows Local QuickMap Click Links Below For Internet Maps | | | Vegetation Identification | | |
| | | | Infestation Severity High, Medium, Low | Prescribed Treatment | Pending Activities Percent Complete |
| 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 | ---- | | |
| TOTAL ACRES | | 1.2 | Total size (in acres) of all foliage maintenance areas | | |
| AVG. TREATED ACRES | | | Average infested foliage treated area is roughly 20% | | |
| <p>Additional Notes: This month I have sprayed part of the green south section of once previous treated areas for new growth and cut some vines that were coming back. Also we have been working mainly on the golf course south and west as there is a lot of spraying just to push our way back into the woods where there is more fern especially. There is a lot of the grapevines on the outside covering most of the pine trees along the front of the conservation areas.</p> | | | | | |





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

LEGEND

-  = Lygodium
-  = Grape vine



Austin Environmental Consultants, Inc.
316 Church Street
Kissimmee, Florida 34741
407.935.0535

FIGURE
1

VEGETATION TREATMENT MAP

HARMONY CDD
OSCEOLA COUNTY, FL

Sixth Order of Business

6A

MEMORANDUM

TO: Board of Supervisors, Harmony CDD
FROM: Helena Randel, Accountant II
CC: Kristen Suit, District Manager
DATE: August 13, 2020
SUBJECT: July 2020 Financials

Please find the attached July 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 July 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 July are at 79% 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.
 - ▶ 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 - Costs associated with trailer (trench \$1,500, disconnect power and move service \$6,960, truck rental and container lease \$4,640, installation of shell area \$7,725).
 - ▶ 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

July 31, 2020

Prepared by



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| | |
| <u>SUPPORTING SCHEDULES</u> | |
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HARMONY

Community Development District

Financial Statements

(Unaudited)

July 31, 2020

HARMONY

Community Development District

Governmental Funds

Balance Sheet
July 31, 2020

| ACCOUNT DESCRIPTION | GENERAL FUND | SERIES 2014 DEBT SERVICE FUND | SERIES 2015 DEBT SERVICE FUND | TOTAL |
|--|---------------------|-------------------------------|-------------------------------|---------------------|
| <u>ASSETS</u> | | | | |
| Cash - Checking Account | \$ 394,168 | \$ - | \$ - | \$ 394,168 |
| Investments: | | | | |
| Certificates of Deposit - 12 Months | 106,442 | - | - | 106,442 |
| Money Market Account | 1,118,471 | - | - | 1,118,471 |
| Prepayment Account | - | 23,077 | 287,346 | 310,423 |
| Reserve Fund | - | 607,313 | 340,000 | 947,313 |
| Revenue Fund | - | 597,896 | 298,283 | 896,179 |
| TOTAL ASSETS | \$ 1,619,081 | \$ 1,228,286 | \$ 925,629 | \$ 3,772,996 |
| <u>LIABILITIES</u> | | | | |
| Accounts Payable | \$ 8,114 | \$ - | \$ - | \$ 8,114 |
| Accrued Expenses | 12,493 | - | - | 12,493 |
| TOTAL LIABILITIES | 20,607 | - | - | 20,607 |
| <u>FUND BALANCES</u> | | | | |
| Restricted for: | | | | |
| Debt Service | - | 1,228,286 | 925,629 | 2,153,915 |
| Assigned to: | | | | |
| 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 |
| Unassigned: | 879,368 | - | - | 879,368 |
| TOTAL FUND BALANCES | \$ 1,598,474 | \$ 1,228,286 | \$ 925,629 | \$ 3,752,389 |
| TOTAL LIABILITIES & FUND BALANCES | \$ 1,619,081 | \$ 1,228,286 | \$ 925,629 | \$ 3,772,996 |

HARMONY

Community Development District

General Fund

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

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|---------------------------------------|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|
| REVENUES | | | | |
| Interest - Investments | \$ 6,000 | \$ 5,000 | \$ 7,664 | \$ 2,664 |
| 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 | 1,000 | 1,580 | 580 |
| Insurance Reimbursements | - | - | 3,096 | 3,096 |
| Facility Revenue | 300 | 250 | 766 | 516 |
| User Facility Revenue | 12,600 | 10,500 | 17,620 | 7,120 |
| TOTAL REVENUES | 1,798,829 | 1,795,479 | 1,866,300 | 70,821 |
| EXPENDITURES | | | | |
| Administration | | | | |
| P/R-Board of Supervisors | 11,200 | 9,330 | 9,200 | 130 |
| FICA Taxes | 857 | 710 | 704 | 6 |
| ProfServ-Arbitrage Rebate | 1,200 | 1,200 | - | 1,200 |
| ProfServ-Dissemination Agent | 1,500 | 1,500 | 1,500 | - |
| ProfServ-Engineering | 7,500 | 6,250 | 9,619 | (3,369) |
| ProfServ-Legal Services | 75,000 | 62,500 | 67,617 | (5,117) |
| ProfServ-Mgmt Consulting Serv | 64,985 | 54,155 | 54,154 | 1 |
| 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 | 630 | 627 | 3 |
| Rental - Meeting Room | 4,200 | 3,500 | 3,600 | (100) |
| Insurance - General Liability | 27,867 | 27,867 | 22,888 | 4,979 |
| Printing and Binding | 2,000 | 1,670 | 234 | 1,436 |
| Legal Advertising | 900 | 750 | 847 | (97) |
| Misc-Property Taxes | 26,600 | 26,600 | - | 26,600 |
| Misc-Records Storage | 150 | 130 | - | 130 |
| Misc-Assessmnt Collection Cost | 37,524 | 37,524 | 36,659 | 865 |
| Misc-Contingency | 2,600 | 2,170 | 1,933 | 237 |
| Office Supplies | 150 | 130 | - | 130 |
| Annual District Filing Fee | 175 | 175 | 175 | - |
| Total Administration | 289,138 | 260,771 | 233,886 | 26,885 |

HARMONY

Community Development District

General Fund

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

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|---|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|
| <u>Field</u> | | | | |
| ProfServ-Field Management | 290,000 | 241,670 | 233,371 | 8,299 |
| Total Field | 290,000 | 241,670 | 233,371 | 8,299 |
| <u>Landscape Services</u> | | | | |
| Contracts-Mulch | 61,000 | 50,830 | 49,520 | 1,310 |
| Contracts - Landscape | 278,000 | 231,670 | 218,209 | 13,461 |
| Cntrs-Shrub/Grnd Cover Annual Svc | 157,000 | 130,830 | 128,613 | 2,217 |
| R&M-Irrigation | 15,000 | 12,500 | 8,177 | 4,323 |
| R&M-Trees and Trimming | 25,000 | 20,830 | 29,810 | (8,980) |
| Miscellaneous Services | 27,475 | 22,900 | 21,876 | 1,024 |
| Total Landscape Services | 563,475 | 469,560 | 456,205 | 13,355 |
| <u>Utilities</u> | | | | |
| Electricity - General | 32,000 | 26,670 | 29,322 | (2,652) |
| Electricity - Streetlighting | 88,000 | 73,330 | 83,405 | (10,075) |
| Utility - Water & Sewer | 150,000 | 125,000 | 124,041 | 959 |
| Total Utilities | 270,000 | 225,000 | 236,768 | (11,768) |
| <u>Operation & Maintenance</u> | | | | |
| Communication - Telephone | 4,500 | 3,750 | 4,762 | (1,012) |
| Utility - Refuse Removal | 3,000 | 2,500 | 2,303 | 197 |
| R&M-Ponds | 10,000 | 8,330 | 2,532 | 5,798 |
| R&M-Pools | 25,000 | 20,830 | 28,608 | (7,778) |
| R&M-Roads & Alleyways | 5,000 | 4,170 | 1,987 | 2,183 |
| R&M-Sidewalks | 15,000 | 12,500 | 16,810 | (4,310) |
| R&M-Vehicles | 20,000 | 16,670 | 9,248 | 7,422 |
| R&M-User Supported Facility | 12,600 | 10,500 | 10,070 | 430 |
| R&M-Equipment Boats | 7,500 | 6,250 | 3,054 | 3,196 |
| R&M-Parks & Facilities | 70,000 | 58,330 | 13,932 | 44,398 |
| Miscellaneous Services | 2,400 | 2,000 | 1,250 | 750 |
| Misc-Contingency | 9,000 | 7,500 | 3,351 | 4,149 |
| Misc-Security Enhancements | 7,500 | 6,250 | 6,958 | (708) |
| Op Supplies - Fuel, Oil | 5,000 | 4,170 | 2,766 | 1,404 |
| 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 | - | - | 20,825 | (20,825) |
| Reserve - Sidewalks & Alleyways | 60,000 | 60,000 | - | 60,000 |
| Total Operation & Maintenance | 281,500 | 248,750 | 176,980 | 71,770 |
| TOTAL EXPENDITURES | 1,694,113 | 1,445,751 | 1,337,210 | 108,541 |

HARMONY

Community Development District

General Fund

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

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|--------------------------|
| Excess (deficiency) of revenues | | | | |
| Over (under) expenditures | 104,716 | 349,728 | 529,090 | 179,362 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Operating Transfers-Out | - | - | (83,196) | (83,196) |
| Contribution to (Use of) Fund Balance | 104,716 | - | - | - |
| TOTAL FINANCING SOURCES (USES) | 104,716 | - | (83,196) | (83,196) |
| Net change in fund balance | \$ 104,716 | \$ 349,728 | \$ 445,894 | \$ 96,166 |
| FUND BALANCE, BEGINNING (OCT 1, 2019) | 1,152,580 | 1,152,580 | 1,152,580 | |
| FUND BALANCE, ENDING | \$ 1,257,296 | \$ 1,502,308 | \$ 1,598,474 | |

HARMONY

Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 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> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|
| <u>REVENUES</u> | | | | |
| Interest - Investments | \$ 1,000 | \$ 830 | \$ 7,995 | \$ 7,165 |
| 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 |
| TOTAL REVENUES | 1,206,660 | 1,206,490 | 1,286,596 | 80,106 |
| <u>EXPENDITURES</u> | | | | |
| <u>Administration</u> | | | | |
| Misc-Assessmnt Collection Cost | 25,118 | 25,118 | 24,684 | 434 |
| Total Administration | 25,118 | 25,118 | 24,684 | 434 |
| <u>Debt Service</u> | | | | |
| 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 |
| Total Debt Service | 1,186,213 | 1,186,213 | 1,274,413 | (88,200) |
| TOTAL EXPENDITURES | 1,211,331 | 1,211,331 | 1,299,097 | (87,766) |
| Excess (deficiency) of revenues Over (under) expenditures | (4,671) | (4,841) | (12,501) | (7,660) |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Contribution to (Use of) Fund Balance | (4,671) | - | - | - |
| TOTAL FINANCING SOURCES (USES) | (4,671) | - | - | - |
| Net change in fund balance | \$ (4,671) | \$ (4,841) | \$ (12,501) | \$ (7,660) |
| FUND BALANCE, BEGINNING (OCT 1, 2019) | 1,240,787 | 1,240,787 | 1,240,787 | |
| FUND BALANCE, ENDING | \$ 1,236,116 | \$ 1,235,946 | \$ 1,228,286 | |

HARMONY

Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending July 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> |
|--|--------------------------------------|--------------------------------|--------------------------------|-------------------------------------|
| <u>REVENUES</u> | | | | |
| Interest - Investments | \$ 300 | \$ 250 | \$ 6,911 | \$ 6,661 |
| Special Assmnts- Tax Collector | 1,029,367 | 1,029,367 | 937,503 | (91,864) |
| Special Assmnts- Prepayment | - | - | 643,312 | 643,312 |
| Special Assmnts- Discounts | (41,175) | (41,175) | (10,540) | 30,635 |
| TOTAL REVENUES | 988,492 | 988,442 | 1,577,186 | 588,744 |
| <u>EXPENDITURES</u> | | | | |
| <u>Administration</u> | | | | |
| Misc-Assessmnt Collection Cost | 20,587 | 20,587 | 18,539 | 2,048 |
| Total Administration | 20,587 | 20,587 | 18,539 | 2,048 |
| <u>Debt Service</u> | | | | |
| 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 |
| Total Debt Service | 986,606 | 986,606 | 2,242,613 | (1,256,007) |
| TOTAL EXPENDITURES | 1,007,193 | 1,007,193 | 2,261,152 | (1,253,959) |
| Excess (deficiency) of revenues Over (under) expenditures | (18,701) | (18,751) | (683,966) | (665,215) |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Interfund Transfer - In | - | - | 83,196 | 83,196 |
| Contribution to (Use of) Fund Balance | (18,701) | - | - | - |
| TOTAL FINANCING SOURCES (USES) | (18,701) | - | 83,196 | 83,196 |
| Net change in fund balance | \$ (18,701) | \$ (18,751) | \$ (600,770) | \$ (582,019) |
| FUND BALANCE, BEGINNING (OCT 1, 2019) | 1,526,399 | 1,526,399 | 1,526,399 | |
| FUND BALANCE, ENDING | \$ 1,507,698 | \$ 1,507,648 | \$ 925,629 | |

HARMONY

Community Development District

Supporting Schedules

July 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 |
| ASSESSMENTS LEVIED FY 2020 | | | | \$ 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 |
| TOTAL | \$ 3,914,216 | \$ 45,414 | \$ 79,882 | \$ 4,039,513 | \$ 1,853,780 | \$ 1,248,229 | \$ 937,503 |

Collected in % 100%

| | | | | |
|--------------------------|------|------|------|------|
| TOTAL OUTSTANDING | \$ - | \$ - | \$ - | \$ - |
|--------------------------|------|------|------|------|

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
July 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 | CenterState Bank | Interest Bearing Account | n/a | 0.05% | \$387,392 |
| Debit Account | CenterState Bank | Debit Account | n/a | 0.25% | \$6,776 |
| | | | | Subtotal | <u>\$394,168</u> |
| Certificate of Deposit | BankUnited | 12 month CD | 2/19/2021 | 1.60% | \$106,442 |
| Money Market Account | BankUnited | Money Market Account | n/a | 0.25% | \$1,118,471 |
| | | | | Subtotal | <u>\$1,224,913</u> |

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% | \$597,896 |
| Series 2015 Prepayment Fund | US Bank | US Bank Open-Ended Commercial Paper | n/a | 0.02% | \$287,346 |
| 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% | \$298,283 |
| | | | | Subtotal | <u>\$2,153,915</u> |
| | | | | Total | <u><u>\$3,772,996</u></u> |

6B

Harmony

Community Development District

General Fund

Invoice Approval Report # 244

August 12, 2020

| Payee | Invoice Number | A= Approval R= Ratification | Invoice Amount |
|-----------------------------------|---------------------|--------------------------------|----------------|
| AMERITAS LIFE INSURANCE CORP. | 071520-0000 | R | \$ 87.52 |
| | | Vendor Total | \$ 87.52 |
| ARROW PAVEMENT SERVICES INC. | 0805201 | R | \$ 9,600.00 |
| | | Vendor Total | \$ 9,600.00 |
| BOYD CIVIL ENGINEERING | 2722 | A | \$ 1,637.50 |
| | | Vendor Total | \$ 1,637.50 |
| BRIGHT HOUSE NETWORKS - ACH | 028483501073020 ACH | R | \$ 99.98 |
| | 028483401070720 ACH | R | \$ 123.98 |
| | | Vendor Total | \$ 223.96 |
| COMPLETE I.T. | 5440 | R | \$ 50.00 |
| | | Vendor Total | \$ 50.00 |
| FEDEX | 7-052-23274 | R | \$ 17.63 |
| | | Vendor Total | \$ 17.63 |
| FLORIDA RESOURCE MGT LLC-ACH | 82091 ACH | R | \$ 9,438.74 |
| | 82256 ACH | R | \$ 10,141.97 |
| | | Vendor Total | \$ 19,580.71 |
| HARMONY CDD | 080320 | R | \$ 55,000.00 |
| | 080320 2 | R | \$ 30,000.00 |
| | | Vendor Total | \$ 85,000.00 |
| HUMANA MEDICAL PLAN | 512980444 | R | \$ 1,801.72 |
| | | Vendor Total | \$ 1,801.72 |
| INFRAMARK, LLC | 54234 | A | \$ 5,439.72 |
| | | Vendor Total | \$ 5,439.72 |
| JERRY DWAIN ALMOND dba ASMOSIS | 8012 | R | \$ 2,450.00 |
| | | Vendor Total | \$ 2,450.00 |
| LLS TAX SOLUTIONS INC | 002043 | R | \$ 600.00 |
| | | Vendor Total | \$ 600.00 |

Harmony

Community Development District

General Fund

Invoice Approval Report # 244

August 12, 2020

| Payee | Invoice Number | A= Approval R= Ratification | Invoice Amount |
|--|-------------------|--------------------------------|----------------|
| NORTH SOUTH SUPPLY, INC. | 3342507 | R | \$ 277.48 |
| | 3346250 | R | \$ 209.03 |
| | Vendor Total | | \$ 486.51 |
| ORLANDO UTILITIES COMMISSION-ACH | 070920-9921 ACH | R | \$ 10,479.39 |
| | Vendor Total | | \$ 10,479.39 |
| PINEY BRANCH MOTORS INC - ACH dba ALLIED TRAILERS | RI1023412 ACH | R | \$ 490.00 |
| | RI1023413 ACH | R | \$ 90.00 |
| | Vendor Total | | \$ 580.00 |
| POOLSURE | 101295607504 | R | \$ 412.50 |
| | 101295608002 | R | \$ 543.80 |
| | 101295608093 | R | \$ 112.50 |
| | 101295608617 | R | \$ 307.50 |
| Vendor Total | | \$ 1,376.30 | |
| SERVELLO & SONS INC | 17024 | R | \$ 39,080.95 |
| | 17083 | R | \$ 653.42 |
| | 167093986 | R | \$ 1,616.00 |
| Vendor Total | | \$ 41,350.37 | |
| SPIES POOL LLC | 354486 | R | \$ 295.00 |
| | 354769 | R | \$ 525.00 |
| Vendor Total | | \$ 820.00 | |
| SPRINT SOLUTIONS, INC. - ACH | 244553043-084 ACH | R | \$ 452.98 |
| Vendor Total | | \$ 452.98 | |
| SUN PUBLICATIONS dba OSCEOLA NEWS GAZETTE | 231707 | R | \$ 316.66 |
| | 233229 | R | \$ 60.30 |
| | 234245 | R | \$ 126.66 |
| Vendor Total | | \$ 503.62 | |
| TEM SYSTEMS, INC. | INV8591 | R | \$ 1,207.90 |
| Vendor Total | | \$ 1,207.90 | |
| TOHO WATER AUTHORITY | 070620 ACH | R | \$ 17,923.59 |
| Vendor Total | | \$ 17,923.59 | |

Harmony

Community Development District

General Fund

Invoice Approval Report # 244

August 12, 2020

| Payee | Invoice Number | A= Approval R= Ratification | Invoice Amount |
|--------------------------|----------------|--------------------------------|----------------------|
| US BANK | 5785768 | R | \$ 4,970.63 |
| | | Vendor Total | \$ 4,970.63 |
| WASTE CONNECTIONS OF FL. | 1286184 | R | \$ 225.00 |
| | | Vendor Total | \$ 225.00 |
| YOUNG QUALLS, P.A. | 16048 | A | \$ 5,465.00 |
| | | Vendor Total | \$ 5,465.00 |
| Total | | | \$ 212,330.05 |
| Total Invoices | | | \$ 212,330.05 |

HARMONY

Community Development District

Check Register

July 1 - July 31, 2020

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 07/01/20 to 07/31/20

(Sorted by Check / ACH No.)

| Pymt Type | Check / ACH No. | Date | Payee Type | Payee | Invoice No. | Payment Description | Invoice / GL Description | G/L Account # | Amount Paid |
|--|-----------------|----------|------------|-------------------------------|--------------|---------------------------------------|-----------------------------------|------------------|--------------|
| CENTERSTATE BANK GF - (ACCT# XXXXX2933) | | | | | | | | | |
| Check | 55465 | 07/01/20 | Vendor | HARMONY CDD | 062220 | TXFR FROM CK TO BU MM | Cash with Fiscal Agent | 103000 | \$600,000.00 |
| Check | 55466 | 07/02/20 | Vendor | BOYD CIVIL ENGINEERING | 02647 | ENG SRVC FOR 3/29/20-5/3/20 | ProfServ-Engineering | 001-531013-51501 | \$2,360.00 |
| Check | 55466 | 07/02/20 | Vendor | BOYD CIVIL ENGINEERING | 02659 | ENG SRVC FOR 05/01/20-05/31/20 | ProfServ-Engineering | 001-531013-51501 | \$2,225.63 |
| Check | 55467 | 07/02/20 | Vendor | HUMANA MEDICAL PLAN | 512980618 | JULY 20 HEALTH INSURANCE | ProfServ-Field Management | 001-531016-53901 | \$1,801.72 |
| Check | 55468 | 07/02/20 | Vendor | INFRAMARK, LLC | 52280 | JUNE MGMT SRVCS | ProfServ-Mgmt Consulting Serv | 001-531027-51201 | \$5,415.42 |
| Check | 55468 | 07/02/20 | Vendor | INFRAMARK, LLC | 52280 | JUNE MGMT SRVCS | Postage and Freight | 001-541006-51301 | \$13.50 |
| Check | 55468 | 07/02/20 | Vendor | INFRAMARK, LLC | 52280 | JUNE MGMT SRVCS | Printing and Binding | 001-547001-51301 | \$4.65 |
| Check | 55469 | 07/02/20 | Vendor | POOLSURE | 101295606359 | JULY ASHLEY PARK CNTLR LEASE | R&M-Pools | 001-546074-53910 | \$60.00 |
| Check | 55469 | 07/02/20 | Vendor | POOLSURE | 101295606806 | 6/22 SWIM CLUB BLEACH & ACID | R&M-Pools | 001-546074-53910 | \$540.00 |
| Check | 55469 | 07/02/20 | Vendor | POOLSURE | 101295606807 | 6/22 ASHLEY PARK BLEACH & ACID | R&M-Pools | 001-546074-53910 | \$420.00 |
| Check | 55470 | 07/02/20 | Vendor | SERVELLO & SONS INC | 16779 | JUNE 2020 LANDSCAPE MAINT | Cntrs-Landscape/Irrigation Maint | 001-534171-53902 | \$21,299.50 |
| Check | 55470 | 07/02/20 | Vendor | SERVELLO & SONS INC | 16779 | JUNE 2020 LANDSCAPE MAINT | Contracts-Mulch | 001-534065-53902 | \$4,942.63 |
| Check | 55470 | 07/02/20 | Vendor | SERVELLO & SONS INC | 16779 | JUNE 2020 LANDSCAPE MAINT | Cntrs-Shrub/Grnd Cover Annual Svc | 001-534172-53902 | \$12,838.82 |
| Check | 55470 | 07/02/20 | Vendor | SERVELLO & SONS INC | 16835 | JUNE 2020 EAST LAKE BERM | Miscellaneous Services | 001-549001-53902 | \$653.42 |
| Check | 55471 | 07/02/20 | Vendor | SPIES POOL LLC | 353353 | RPLCD POOL PUMP-INSTALL GF CI BRKR | R&M-Pools | 001-546074-53910 | \$1,184.00 |
| Check | 55472 | 07/02/20 | Vendor | SUN PUBLICATIONS DBA | 226460 | JUNE ADS | AFFIDAVIT FEE | 001-548002-51301 | \$3.00 |
| Check | 55472 | 07/02/20 | Vendor | SUN PUBLICATIONS DBA | 226460 | JUNE ADS | 6/25 MEETING NOTICE | 001-548002-51301 | \$88.97 |
| Check | 55473 | 07/02/20 | Vendor | WASTE CONNECTIONS OF FL. | 1281434 | 07/01/20-07/31/20 WASTE REMOVAL | Utility - Refuse Removal | 001-543020-53910 | \$225.00 |
| Check | 55474 | 07/02/20 | Vendor | YOUNG QUALLS, P.A. | 16007 | GEN COUNSEL THRU 05/31/20 | ProfServ-Legal Services | 001-531023-51401 | \$7,620.00 |
| Check | 55475 | 07/08/20 | Vendor | ARROW PAVEMENT SERVICES INC. | 14050 | RPP DAMAGED CONCRETE | INSURANCE CLAIM | 001-546084-53910 | \$120.00 |
| Check | 55475 | 07/08/20 | Vendor | ARROW PAVEMENT SERVICES INC. | 14049 | RPR 800 SF DAMAGED SIDEWALK | INSURANCE CLAIM | 001-546084-53910 | \$9,600.00 |
| Check | 55476 | 07/23/20 | Vendor | FEDEX | 7-052-23274 | SRVCS THRU 06/30/20 | Postage and Freight | 001-541006-51301 | \$17.63 |
| Check | 55477 | 07/23/20 | Vendor | SUN PUBLICATIONS DBA | 231707 | 07/01-07/31/20 MTG NOTICES | Legal Advertising | 001-548002-51301 | \$316.66 |
| Check | 55478 | 07/23/20 | Vendor | US BANK | 5785768 | 6/1/20-5/31/21 SERIES 2014 | ProfServ-Trustee Fees | 001-531045-51301 | \$4,970.63 |
| Check | 55479 | 07/31/20 | Vendor | AMERITAS LIFE INSURANCE CORP. | 061520-0000 | 7/1-7/31/2020 LIFE INSURANCE | ProfServ-Field Management | 001-531016-53901 | \$87.52 |
| Check | 55479 | 07/31/20 | Vendor | AMERITAS LIFE INSURANCE CORP. | 071520-0000 | 08/01-08/31/20 LIFE INSUR | ProfServ-Field Management | 001-531016-53901 | \$87.52 |
| Check | 55480 | 07/31/20 | Vendor | BOYD CIVIL ENGINEERING | 02702 | ENG SRVC FOR 06/01-06/28/20 | ProfServ-Engineering | 001-531013-51501 | \$900.00 |
| Check | 55481 | 07/31/20 | Vendor | INFRAMARK, LLC | 53168 | JULY MNGT SRVCS | ProfServ-Mgmt Consulting Serv | 001-531027-51201 | \$5,415.42 |
| Check | 55481 | 07/31/20 | Vendor | INFRAMARK, LLC | 53168 | JULY MNGT SRVCS | Postage and Freight | 001-541006-51301 | \$22.20 |
| Check | 55481 | 07/31/20 | Vendor | INFRAMARK, LLC | 53168 | JULY MNGT SRVCS | Printing and Binding | 001-547001-51301 | \$13.70 |
| Check | 55482 | 07/31/20 | Vendor | JERRY DWAIN ALMOND | 8012 | 2 SATELLITES | R&M-Irrigation | 001-546041-53902 | \$2,450.00 |
| Check | 55483 | 07/31/20 | Vendor | NORTH SOUTH SUPPLY, INC. | 3342507 | IRRIG SUPPLIES | R&M-Irrigation | 001-546041-53902 | \$277.48 |
| Check | 55484 | 07/31/20 | Vendor | POOLSURE | 101295607504 | 7/13 SWIM CLUB BLEACH & ACID | R&M-Pools | 001-546074-53910 | \$412.50 |
| Check | 55484 | 07/31/20 | Vendor | POOLSURE | 101295608002 | 7/20 ASHLEY PARK BLEACH & CHEMICALS | R&M-Pools | 001-546074-53910 | \$543.80 |
| Check | 55484 | 07/31/20 | Vendor | POOLSURE | 101295608093 | 7/22 SWIM CLUB BLEACH & ACID | R&M-Pools | 001-546074-53910 | \$112.50 |
| Check | 55485 | 07/31/20 | Vendor | SERVELLO & SONS INC | 17024 | JULY 2020 LANDSCAPE MAINT | Contracts-Mulch | 001-534065-53902 | \$4,942.63 |
| Check | 55485 | 07/31/20 | Vendor | SERVELLO & SONS INC | 17024 | JULY 2020 LANDSCAPE MAINT | Cntrs-Shrub/Grnd Cover Annual Svc | 001-534172-53902 | \$12,838.82 |
| Check | 55485 | 07/31/20 | Vendor | SERVELLO & SONS INC | 17024 | JULY 2020 LANDSCAPE MAINT | Cntrs-Landscape/Irrigation Maint | 001-534171-53902 | \$21,299.50 |
| Check | 55485 | 07/31/20 | Vendor | SERVELLO & SONS INC | 17083 | JULY 2020 EAST LAKE BERM | Miscellaneous Services | 001-549001-53902 | \$653.42 |
| Check | 55486 | 07/31/20 | Vendor | SPIES POOL LLC | 354486 | RPR POOL SURFACE BLISTER | R&M-Pools | 001-546074-53910 | \$295.00 |
| Check | 55487 | 07/31/20 | Vendor | SUN PUBLICATIONS DBA | 233229 | NOTICE OF EMERGENCY MEETING 7/16/2020 | Legal Advertising | 001-548002-51301 | \$60.30 |
| Check | 55488 | 07/31/20 | Vendor | TEM SYSTEMS, INC. | INV8591 | SECURITY-CARD READER ASHLEY PARK GATE | Misc-Security Enhancements | 001-549911-53910 | \$1,207.90 |
| Check | 55489 | 07/31/20 | Vendor | YOUNG QUALLS, P.A. | 16028 | GEN COUNSEL THRU 06/30/20 | ProfServ-Legal Services | 001-531023-51401 | \$10,746.25 |

HARMONY COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 07/01/20 to 07/31/20

(Sorted by Check / ACH No.)

| Pymt Type | Check / ACH No. | Date | Payee Type | Payee | Invoice No. | Payment Description | Invoice / GL Description | G/L Account # | Amount Paid |
|----------------------|-----------------|----------|------------|----------------------------------|---------------------|--|-------------------------------|------------------|---------------------|
| ACH | DD580 | 07/13/20 | Vendor | PINEY BRANCH MOTORS INC - ACH | RI1018365 ACH | 07/02/20-08/01/20 TRUCK/TRAILER RENTAL | Reserve - Renewal&Replacement | 001-568130-53910 | \$490.00 |
| ACH | DD581 | 07/13/20 | Vendor | PINEY BRANCH MOTORS INC - ACH | RI1018366 ACH | 07/02/20-08/01/20 40' CONTAINER LEASE | Reserve - Renewal&Replacement | 001-568130-53910 | \$90.00 |
| ACH | DD582 | 07/02/20 | Vendor | FLORIDA RESOURCE MGT LLC-ACH | 81744 ACH | PAYROLL PE 06/28/20 | ProfServ-Field Management | 001-531016-53901 | \$9,587.85 |
| ACH | DD583 | 07/16/20 | Vendor | TOHO WATER AUTHORITY - ACH | 061620 ACH | 05/29-06/16/20 WATER UTILITIES | Utility - Water & Sewer | 001-543021-53903 | \$8,843.75 |
| ACH | DD584 | 07/21/20 | Employee | STEVEN P. BERUBE | PAYROLL | July 21, 2020 Payroll Posting | | | \$184.70 |
| ACH | DD585 | 07/21/20 | Employee | DAVID L. FARNSWORTH | PAYROLL | July 21, 2020 Payroll Posting | | | \$184.70 |
| ACH | DD586 | 07/21/20 | Employee | WILLIAM BOKUNIC | PAYROLL | July 21, 2020 Payroll Posting | | | \$184.70 |
| ACH | DD587 | 07/21/20 | Employee | MICHAEL J. SCARBOROUGH | PAYROLL | July 21, 2020 Payroll Posting | | | \$184.70 |
| ACH | DD588 | 07/15/20 | Vendor | BRIGHT HOUSE NETWORKS - ACH | 028483501063020 ACH | 06/28-07/27/20 0050284835-01 Internet | Misc-Security Enhancements | 001-549911-53910 | \$99.98 |
| ACH | DD589 | 07/15/20 | Vendor | SPRINT SOLUTIONS, INC. - ACH | 244553043-083 ACH | 05/26-06/25/20 244553043 | replace water damaged phone | 001-541003-53910 | \$449.99 |
| ACH | DD589 | 07/15/20 | Vendor | SPRINT SOLUTIONS, INC. - ACH | 244553043-083 ACH | 05/26-06/25/20 244553043 | Communication - Telephone | 001-541003-53910 | \$427.30 |
| ACH | DD590 | 07/16/20 | Vendor | FLORIDA RESOURCE MGT LLC-ACH | 81915 ACH | PAYROLL PE 07/12/20 | ProfServ-Field Management | 001-531016-53901 | \$9,301.57 |
| ACH | DD595 | 07/29/20 | Vendor | BRIGHT HOUSE NETWORKS - ACH | 028483401070720 ACH | 07/06-08/05/20 0050284834-01 | Misc-Security Enhancements | 001-549911-53910 | \$123.98 |
| ACH | DD596 | 07/29/20 | Vendor | FLORIDA RESOURCE MGT LLC-ACH | 82091 ACH | PAYROLL PE 07/26/20 | ProfServ-Field Management | 001-531016-53901 | \$9,438.74 |
| ACH | DD597 | 07/29/20 | Vendor | ORLANDO UTILITIES COMMISSION-ACH | 070920-9921 ACH | 06/19/20-07/09/20 ELECTRIC UTILITIES | Electricity - General | 001-543006-53903 | \$2,155.49 |
| ACH | DD597 | 07/29/20 | Vendor | ORLANDO UTILITIES COMMISSION-ACH | 070920-9921 ACH | 06/19/20-07/09/20 ELECTRIC UTILITIES | Electricity - Streetlighting | 001-543013-53903 | \$8,323.90 |
| Account Total | | | | | | | | | \$789,158.99 |

| | |
|--------------------------|---------------------|
| Total Amount Paid | \$789,158.99 |
|--------------------------|---------------------|

HARMONY
Community Development District

Debit Card Invoices

July 1 - July 31, 2020

**Monthly Debit Card Purchases
Jul-20**

| Date | Vendor | Description | Amount |
|-------------|-----------------------|--|-----------------|
| 7/14/2020 | Pool Geek | Refund | (27.00) |
| 7/14/2020 | Radwell International | Refund | (105.84) |
| 7/2/2020 | Guang Zhou Nan Shi | Pool Vacuum | 99.98 |
| 7/10/2020 | Lonnalenske | Sprinkler Node Single Station Controller | 82.54 |
| 7/13/2020 | Home Depot | Road Rescue Asphalt Repair | 844.64 |
| 7/2/2020 | Jacks Small Engines | Return Rocker Arm Set | (56.29) |
| 7/2/2020 | Apple.com | iCloud 200 GB Storage Plan (Apple) | 2.99 |
| 7/6/2020 | Amazon | Refund Pontoon Bench Seat Cushion | (18.80) |
| 7/6/2020 | Amazon | Refund Replacement Cartridge | (13.30) |
| 7/6/2020 | Amazon | Refund Trash Can Liners | (5.40) |
| 7/6/2020 | Amazon | Refund Trash Can Liners | (5.40) |
| 7/6/2020 | Amazon | Refund Chainsaw Chain | (5.08) |
| 7/6/2020 | Amazon | Refund Rubbermaid Commercial Microburst | (4.50) |
| 7/6/250 | Amazon | Refund Face Plate Grate Replacement | (4.24) |
| 7/6/2020 | Amazon | Refund Trash Can Liners | (2.70) |
| 7/6/2020 | Amazon | Refund Drain Port Hose | (1.62) |
| 7/6/2020 | Amazon | Video Security DVR | 187.06 |
| 7/6/2020 | Amazon | Water Quality Tester | 17.80 |
| 7/7/2020 | Amazon | Refund Deck Drain Grate | (3.60) |
| 7/7/2020 | Amazon | Disinfectant Spray | 13.93 |
| 7/8/2020 | Amazon | Health Gard Screen with Block | 19.75 |
| 7/8/2020 | Amazon | Prime Membership Fee | 119.00 |
| 7/8/2020 | Publix | Postage Stamps | 55.00 |
| 7/9/2020 | Sunoco | Fuel | 54.74 |
| 7/10/2020 | Amazon | Motion Sensor Light | 38.88 |
| 7/10/2020 | Amazon | Carabiner Clips | 16.99 |
| 7/13/2020 | Amazon | Air Filter | 11.99 |
| 7/13/2020 | Amazon | Carabiner Clips | 17.99 |
| 7/13/2020 | Amazon | Hardware | 29.95 |
| 7/13/2020 | Amazon | Valve Kit Quick Connect, Pressure Hoses | 33.99 |
| 7/13/2020 | Amazon | Docking Rope | 37.99 |
| 7/13/2020 | Amazon | Valve Kit Quick Connect | 28.97 |
| 7/13/2020 | Amazon | Oil | 14.88 |
| 7/13/2020 | Amazon | Steel Chain Basketball Net | 62.08 |
| 7/13/2020 | Amazon | ATV Tires | 105.98 |
| 7/14/2020 | Amazon | Scrub Brush | 24.99 |
| 7/14/2020 | Amazon | Shammy Clothes | 29.99 |
| 7/15/2020 | Sunoco | Fuel | 61.27 |
| 7/15/2020 | Sunoco | Fuel | 18.23 |
| 7/15/2020 | Indeed | July 2020 Indeed.com Advertising | 25.74 |
| 7/16/2020 | Amazon | Enzyme Pacs | 11.96 |
| 7/17/2020 | Amazon | Recoil Starter | 41.96 |
| 7/17/2020 | Amazon | Ball Bearing | 14.90 |
| 7/20/2020 | Amazon | Chrome Lavatory Faucet | 57.57 |
| 7/20/2020 | Amazon | Shoe Pouch Packing Organizers | 10.99 |
| 7/20/2020 | Sunoco | Fuel | 53.46 |
| 7/20/2020 | Amazon | Metal Bearings | 30.99 |
| 7/20/2020 | Amazon | Performance Tool Key Assortment | 16.01 |
| 7/21/2020 | Jami Tires | Small Tire Installation | 12.90 |
| 7/23/2020 | 7-Eleven | Fuel | 18.00 |
| 7/24/2020 | Sunoco | Fuel | 40.98 |
| 7/28/2020 | Amazon | Boot, Mossy Oak | 64.31 |
| 7/28/2020 | Amazon | Pool Chair Lift Cover | 124.95 |
| 7/29/2020 | Amazon | 3M Adhesive Squares (Double-Sided) | 7.05 |
| 7/29/2020 | Amazon | Propane Torch | 63.94 |
| 7/29/2020 | Amazon | Lotion Skin Cleanser Refill | 72.48 |
| 7/29/2020 | Amazon | Flame King Propane Cylinder | 99.98 |
| 7/29/2020 | D's Ace Hardware | Recip Sweld 5TPI | 29.98 |
| 7/29/2020 | Amazon | Wireless Car Charger | 31.99 |
| 7/30/2020 | Amazon | Toilet Tissue | 229.20 |
| 7/30/2020 | Amazon | Ryobi Lithium Battery | 139.70 |
| 7/30/2020 | 7-Eleven | Fuel - Sidewalks | 55.00 |
| 7/31/2020 | Amazon | Ryobi Reciprocating Saw | 64.79 |
| 7/31/2020 | Amazon | No-Spill Gas Can | 33.99 |
| 7/31/2020 | Amazon | Router | 228.48 |
| 7/31/2020 | Amazon | Surveying Tool | 48.99 |
| 7/31/2020 | Evers Wood Products | Crushed Fines | 290.00 |
| 7/31/2020 | Amazon | Shovel | 49.99 |
| | | TOTAL | 3,748.11 |

Seventh Order of Business

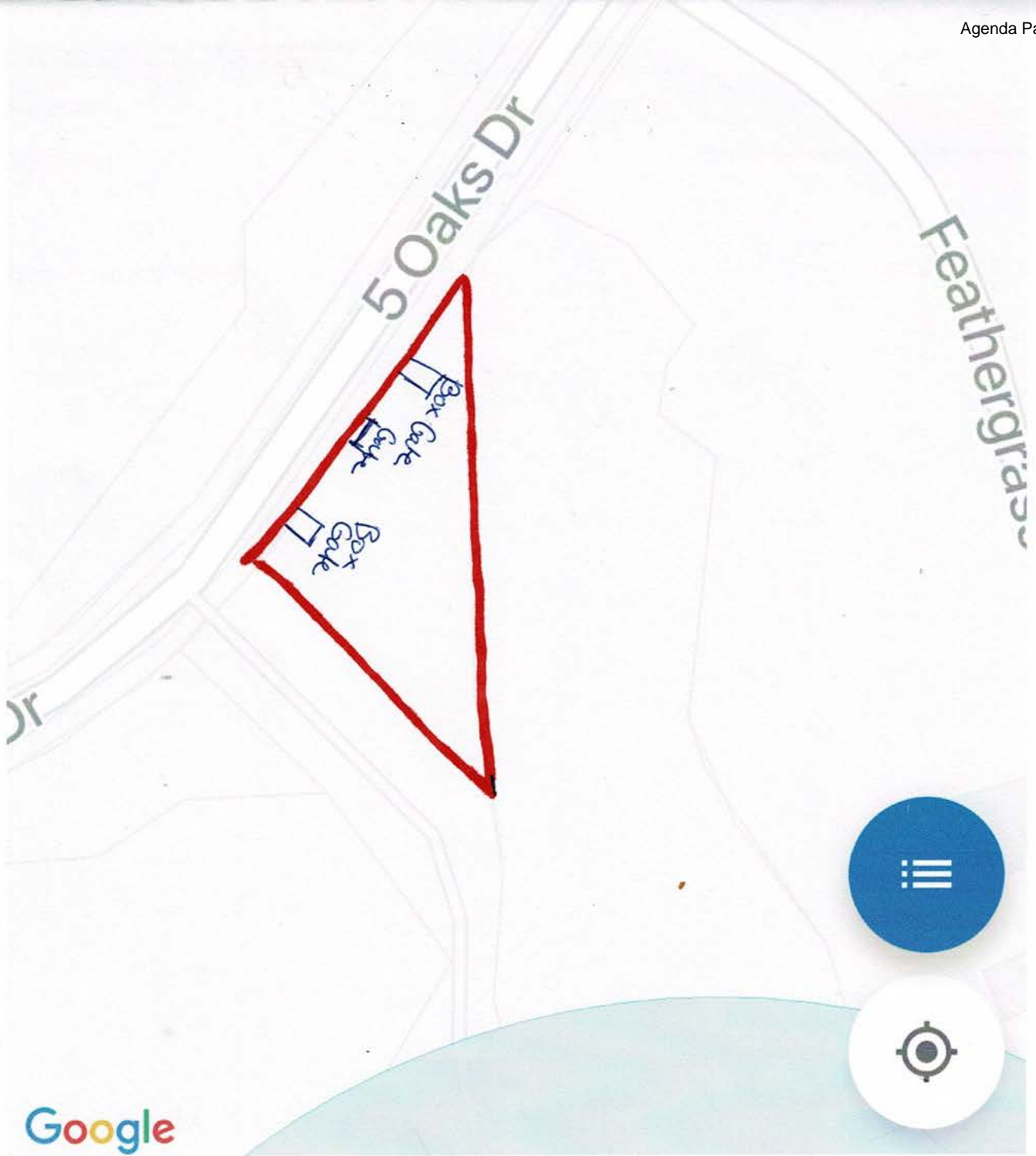
7A

Background Info for East Dog Park Construction

- This proposal is to provide fencing on CDD Parcel 30-26-32-3117-000P-00D0.
- Parcel is located at SE Corner of E Five Oaks & Golf Maintenance Rd.
- Total acreage is 0.609 acres generally triangular in shape.
- Anticipated fence construction to cover approx. 0.5 acre.
- CDD owns fence which had been designated for Comm Parking Expansion—now on hold due to PUD changes; this fence will NOT be usable as intended due to changes to PUD.
- CDD Paid contractor \$8800 in August 2019 for this fence.
- Fence is 6' tall; contractor will trench approximately 1' down and place fence in the trench which results in a 5' tall fence. Burial prevents dig-outs and should prevent damage to fence top from dogs//people trying to climb over it.
- There will be 2 trap-box double-gates with mechanical latches and auto-closure via springs for person/canine entrance. A wide double-gate for service will be provided.
- Parcel is already irrigated.
- Quote is \$23,450 less the \$8,800 already paid for a NET Cost of \$14,650 to be paid out of "Reserves-Renewal/replacement" which currently holds about \$70,000.
- Field Services will provide a "sand-pit" in the southernmost corner for dogs to play in. No potable water is contemplated as history shows that water creates mud and causes the need to hard-surface ever-larger areas to avoid the "mess complaints."
- As dog parks are allowed in the PUD already, no change is needed. Also, this provides a park for residents on the East side of town. A "hidden benefit" is that we use an otherwise wasted fence for a very good purpose.

Enhancements to East Dog Park

- Should this park be approved, certain enhancements might turn this into a very nice facility for resident enjoyment.
- As we've had several requests for "dog agility" equipment, we might provide that in this park. As the ground is naturally uneven, such equipment will fit nicely. Much of it is relatively inexpensive, and \$5,000 will provide plenty given the available space.
- Of course, benches, trash cans, doggi-potty and shade are a prerequisite. The shade is the big unknown here but about \$7,500 should make a nice facility.
- Directly across Gulf Maintenance Rd., the CDD owns parcel 30-26-32-3117-000P-00E0 which is triangular in shape and irrigated.
- As we've learned, play areas-and especially swings-are a resident favorite. This parcel is perfect for a "swing park" consisting of 4-6 swing units including a "Combination Unit" which is a single swing with an adult seat facing a baby seat at adult eye level. Baby goes in baby seat and mom swings them both. Becoming a very popular item.
- Of course, this requires compliant mulch and ADA-access point so the contemplated design on about .4 acre should cost under \$10k. PUD change not required. This swing area accommodates kids while parents are dog-playing OR vice-versa.
- Total cost of everything detailed above is \$37,150. *SBerube 8/19/20*



Kind regards,

<https://mail.google.com/mail/u/0?ik=51e145b470&view=pt&search=all&permthid=thread...> 8/12/2020

STRAIGHTLINE FENCE

Orlando, FL
 321-624-8576
 www.BestPriceFence.com

Invoice

| | | |
|-------------------------------------|------------------------|--------------------------------------|
| BILL TO: <i>Harmony CDD</i> | | DATE: <i>08/17/2020</i> |
| ADDRESS: | | START DATE: |
| CITY, STATE, ZIP: <i>Harmony FL</i> | | DAY WORK CONTRACT EXTRA ADD-ON |
| PHONE: | | |
| JOB NAME: | | |
| LOCATION: <i>Saint Cloud</i> | PHONE: | |
| CUSTOMER ORDER NO. | CONTACT PERSON & PH #: | |

DESCRIPTION OF WORK

| | | |
|---|---------------------------|--|
| <i>Install 800 FT 6 FT Black Commercial Chainlink fence</i> | | |
| <i>800 FT 12 inch Deep trench</i> | | |
| <i>2- 5x5 Dog park Boxes</i> | | |
| <i>1- 12 FT Double Drive gate 12 FT wide</i> | | |
| <i>\$8,000⁰⁰ Deposit to go toward this fence</i> | | |
| ADD ON DESCRIPTION: | ORIGINAL PROPOSAL AMOUNT: | |
| | ADD ON AMOUNT: | |
| DATE COMPLETED: | WORK ORDERED BY: | TOTAL AMOUNT: <i>\$23,450⁰⁰</i> |

I HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF WORK DESCRIBED ABOVE.

SIGNATURE: _____

7B

VC-1 Parcel Usage

Yesteryear – Land Used By 16-Trailer K-5 School



Currently – Land Is Unoccupied & Laying Fallow

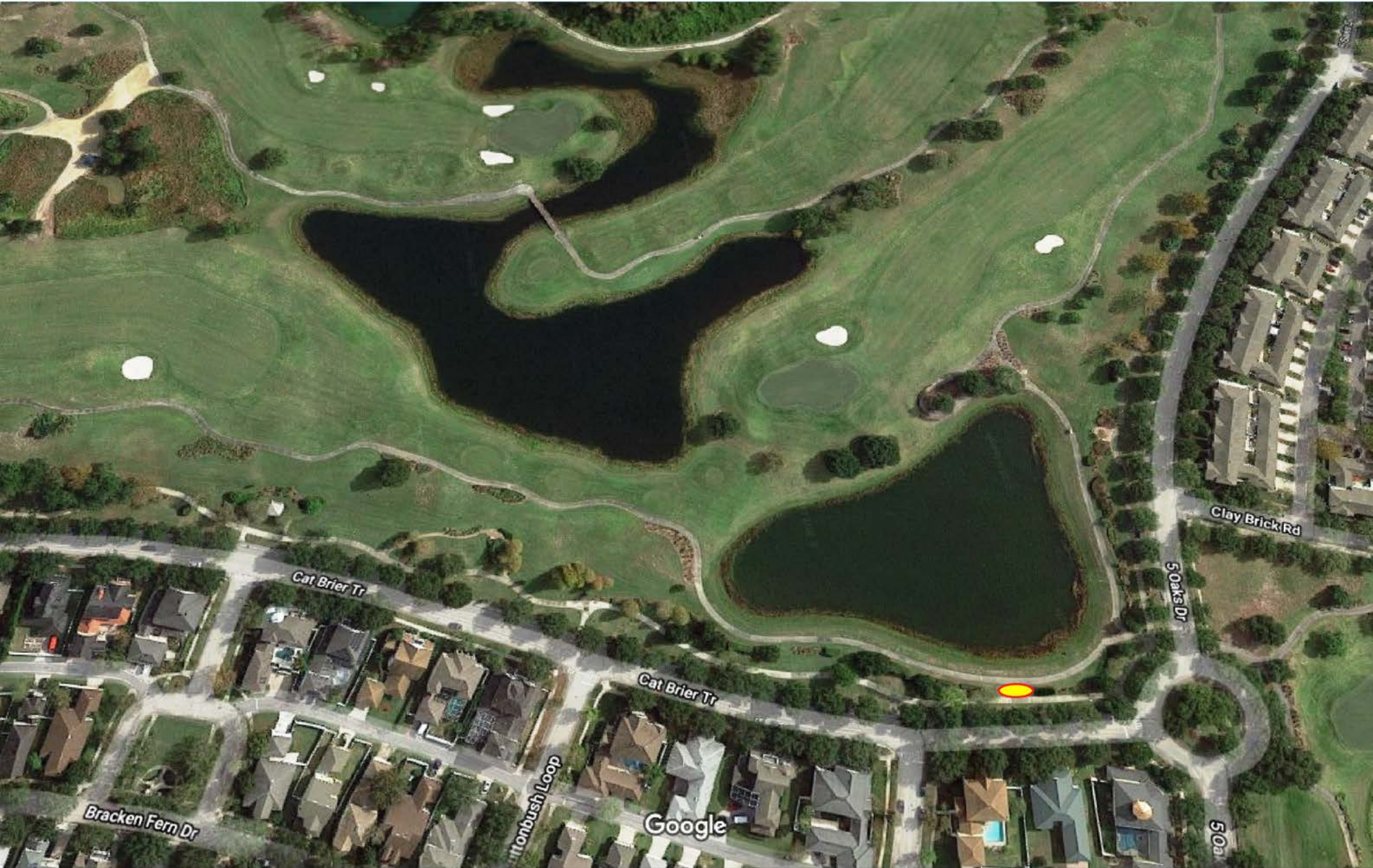


We are actually losing money by just letting it sit idle. Please develop options & be willing to present them. We need to stop piddling & make something happen. Thanks for your consideration, and your participation.

EIGHTH ORDER OF BUSINESS

8A

Proposed New Bench Area Map



Proposed New Bench Site Map



Proposed New Bench Site Photo

