

HARMONY ON LAKE ELOISE

**COMMUNITY DEVELOPMENT
DISTRICT**

February 19, 2025

BOARD OF SUPERVISORS

**SPECIAL MEETING
AGENDA**

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

Harmony on Lake Eloise Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

February 12, 2025

Board of Supervisors

Harmony on Lake Eloise Community Development District

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

NOTE: Meeting Location

Dear Board Members:

The Board of Supervisors of the Harmony on Lake Eloise Community Development District will hold a Special Meeting on February 19, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date
4. Ratification Items
 - A. FMSbonds, Inc. Rule G-17 Disclosure
 - B. Insight Irrigation LLC Agreement for Irrigation Monitoring Services
 - C. United Land Services, LLC Second Amendment to Landscape & Irrigation Services Agreement
 - D. Acquisition of Phase 3A and 4 Improvements
 - E. Polk County Property Appraiser 2025 Data Sharing and Usage Agreement
 - F. Polk County Property Appraiser Contract Agreement
5. Acceptance of Unaudited Financial Statements as of December 31, 2024
6. Approval of January 15, 2025 Public Hearing and Regular Meeting Minutes
7. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Dewberry Engineers, Inc.*
 - C. Field Operations: *Atmos Living Management Group, LLC*

D. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: March 12, 2025 at 9:30 AM, *immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 AM*

○ QUORUM CHECK

SEAT 1	CHRIS TYREE	☐	IN PERSON	☐	PHONE	☐	No
SEAT 2	MARY MOULTON	☐	IN PERSON	☐	PHONE	☐	No
SEAT 3	ROGER VAN AUKE	☐	IN PERSON	☐	PHONE	☐	No
SEAT 4	SHELLEY KAERCHER	☐	IN PERSON	☐	PHONE	☐	No
SEAT 5	JC NOWOTNY	☐	IN PERSON	☐	PHONE	☐	No

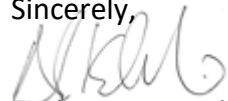
8. Board Members' Comments/Requests

9. Public Comments

10. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (415) 516-2161.

Sincerely,



Andrew Kantarzhi
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 867 327 4756

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

3

RESOLUTION 2025-05

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harmony on Lake Eloise Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Winter Haven, Polk County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The District’s local records office shall be located at: _____

_____.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTEST:

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS A**

fmsbonds
Municipal Bond Specialists

December 2, 2024

Harmony on Lake Eloise Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attn: Mr. Craig Wrathell

Re: Harmony on Lake Eloise CDD, Series 2025 Bonds

Dear Mr. Wrathell:

We are writing to provide you, as the Harmony on Lake Eloise Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

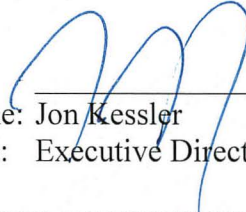
If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 

Name: Jon Kessler

Title: Executive Director

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT

By: Shelley Kaercher

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS B**

**AGREEMENT FOR
IRRIGATION MONITORING SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is made, and entered into, by and between:

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with a mailing address of c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”), and

INSIGHT IRRIGATION LLC, a Florida limited liability company, with a 36767 E Eldorado Lake Drive, Eustis, Florida 32736 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190 of the *Florida Statutes*; and

WHEREAS, the District owns, operates and maintains landscaping areas in and around the District (“**Landscape Areas**”); and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide irrigation monitoring services for the Landscape Areas, as outlined in **Exhibit A (“Services”)**; and

WHEREAS, Contractor represents and warrants that it is qualified to provide such Services and desires to enter into an agreement with the District to provide the Services in accordance with the terms and specifications in this Agreement and **Exhibit A**.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. SERVICES. The Contractor agrees to provide the Services outlined in **Exhibit A**. Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards, and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services. Contractor represents that the Services are sufficient to ensure that the Landscape Areas are being operated in a manner consistent with applicable permits and approvals, if any. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. This Agreement grants to Contractor the right

to enter the District property that is the subject of this Agreement, and for those purposes described in this Agreement.

Additional Work. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed change order. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

3. TERM. Contractor shall provide the Services beginning upon the full execution of this Agreement, and continue through September 30 of the year in which this Agreement becomes effective, unless terminated earlier pursuant to its terms. This Agreement shall automatically renew for one-year periods beginning October 1 (i.e., based on the District's fiscal year), unless terminated pursuant to the terms herein.

4. COMPENSATION; PAYMENT. As compensation for the Services described in this Agreement, the District agrees to pay the Contractor the amounts set forth in **Exhibit A**. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et al. of the Florida Statutes, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

5. CARE OF DISTRICT PROPERTY. Contractor shall use all due care to protect the property of the District, its patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to repair any damage resulting from the Services within twenty-four (24) hours. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

6. COMPLIANCE WITH LAW. In providing the Services, Contractor shall comply with all applicable laws, rules, and regulations, including but not limited to all orders or requirements affecting the District property placed thereon by any governmental authority having jurisdiction.

7. PERMITS AND LICENSES. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

8. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally

specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the services.

9. ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than seventy-two (72) hours provide a written report as to all accidents, injuries or claims for damage relating to the Landscape Areas or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the District's Board of Supervisors ("**Board**") expressly directs Contractor otherwise, in writing.

10. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

11. TERMINATION. The District shall have the right to terminate this Agreement immediately upon written notice for cause, or upon thirty (30) days' written notice without cause. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District. In the event either party terminates this Agreement, Contractor's sole remedy shall be to recover the balance of money due and owing to it at the effective date of termination for the work actually performed up to that date, subject to any off-sets the District might have against Contractor.

12. INSURANCE. Contractor shall maintain throughout the term of this Agreement the insurance listed in **Exhibit B**. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

13. INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages,

penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentages of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest accrued against the District, all as actually incurred. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section shall survive the termination or expiration of this Agreement.

14. DEFAULT; THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

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

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties hereto relating to the subject matter of this Agreement.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both parties hereto.

18. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, at the addresses first listed above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices

shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

19. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

20. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

21. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in the County in which the District is located.

22. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is the District's Manager ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, C/O WRATHELL, HUNT & ASSOCIATES LLC, 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

23. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

24. HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

25. NEGOTIATIONS AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

26. LIMITATIONS ON LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

27. SCRUTINIZED COMPANIES. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

28. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)©, *Florida Statutes*, within the year immediately preceding the date of this Agreement.

29. CONFLICTS. In the event that there are any conflicts between the terms of this Agreement and its exhibits, the terms of this Agreement shall control.

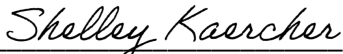
30. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both parties hereto, both parties have complied with all the requirements of law, and both parties have full power and authority to comply with the terms and provisions of this Agreement.

31. E-SIGNATURE; COUNTERPARTS. This Agreement may be executed by electronic signature, and in any number of counterparts; however, all such counterparts together shall constitute but one and the same instrument.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute the foregoing Agreement.

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**


By: Shelley Kaercher
Its: Chair
Date: 10/15/2024

INSIGHT IRRIGATION LLC


By: Aaron Smith
Its: Owner
Date: 1/13/25

Exhibit A: Proposal
Exhibit B: Insurance Certificate with Endorsements

EXHIBIT A: PROPOSAL

Scope of Work for Insight Irrigation LLC

1. MONITORING:

Insight commits to providing the following monitoring services for the Client:

a. Daily verification and analysis of:

- Current weather conditions.
- Proper controller operation.
- Proper operation of the pump and water supply system.

b. *Weekly checks under normal conditions.

- Excessive water use.
- Valve, controller, and sensor electrical issues.
- Update decoders, backup data, and other relevant data.
- Update and manage irrigation schedules.
- Update maps.

c. **Weekly Reports:** Insight will provide the irrigation contractor(s) with a weekly report of any issues from the list above. In the case of extreme weather or equipment failures, the focus will be assisting property managers with resolving issues.

2. COMMUNICATIONS:

a. **Emergency Issues:** Insight will notify the Client, Emergency Contact, and Irrigation Contractor(s) via phone and email as issues arise.

b. Alarm Responses: For issues such as:

- Voltage drops in communication wire.
- Non-responsive automatic valves.
- Excessive water use.

c. **Routine Issues:** Email notifications will be sent to specified recipients, with prompt responses expected.

d. **Issue Resolution:** Insight will continuously notify clients of any issues. Clients must inform Insight once problems are resolved.

e. **Homeowners:** All communications are between the Client, Property Manager, and Landscape Contractor. The Client may elect one HOA board member to be the homeowner representative. Insight Irrigation will direct ALL homeowner requests to the Client for resolution.

f. **Contact** – All emails to Insight Irrigation should be addressed to monitoring@insightirrigation.com, and all calls to 352-729-1339

3. CLIENT AND LANDSCAPE CONTRACTOR RESPONSIBILITIES:

The Client understands the following:

a. Regulatory Compliance

As a responsible service provider, we are bound to adhere to various guidelines, including local and state watering restrictions, water budgets, and other related regulations. These measures are implemented to ensure responsible water usage and safeguard our natural resources.

b. Advisory Role

In alignment with these guidelines, we continually monitor your property's irrigation system to optimize efficiency and compliance. Should we observe that your current irrigation requests exceed water allocation limits or violate state or local regulations, we will promptly bring this to your attention. Our role is to offer expert advice on rectifying the situation to prevent legal complications or potential damage to your landscape.

c. Client Responsibility

We respect that the ultimate decision regarding your property's irrigation system lies with you. However, should you disregard our professional advice and warnings, we will send you a formal written recommendation outlining our suggested course of action. It is imperative to understand that if you decide to proceed against our advice, Insight Irrigation LLC cannot be held responsible for any resulting landscape degradation or legal consequences.

d. New Landscape

- Notify Insight of special events, fertilization schedules, or new landscape installations at least 24 hours before.
- Notify Insight of all new landscape installations before noon on Friday to allow for setup and testing.
- Ensure the irrigation contractor(s) maintain the system to ensure irrigation heads have good coverage and pressure and are not clogged or obstructed. Also, communicate any changes or issues with Insight Irrigation. Insight Irrigation is not responsible for landscape issues where there are maintenance issues.
- Grow-In Period: Unless stated otherwise in writing, the plant grow-in period will not exceed 60 days.

e. **Leaks** – The Client understands that Insight Irrigation cannot determine if and where an irrigation system has a minor leak during regular irrigation operation. Insight Irrigation can advise the Client when we observe major excessive flow events and remotely shut down the system once notified or witness the occurrence.

4. IRRIGATION MAINTENANCE AND REPAIR:

a. **Irrigation Software:** Only Insight and Client representatives have admin rights to the software. The Client bears annual subscription/communication costs.

The annual communication cost for your property is \$200 and will be invoiced on January 1, 2024

b. **New Construction:** The irrigation contractor will handle new installations, while Insight will manage software updates related to these new systems.

5. FINANCIAL TERMS:

a. Special requests beyond the scope of this Agreement are billable at \$80.00/hr. during regular business hours and \$150.00/hr. outside of business hours.

Rate: Lake Eloise agrees to pay Insight Irrigation LLC a fee of \$500 per month until the zone count exceeds 250 zones, at which time the cost is \$2 per zone.

Lake Eloise's Current Estimated Zone Count is 89 as of July 11th, 2024. This is subject to change and will be updated monthly as the property grows.

EXHIBIT B: CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/12/2024

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

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

PRODUCER Olson Insurance Agency Inc. 545 N. Umatilla Blvd Umatilla, FL 32784		CONTACT NAME: PHONE (A/C, No, Ext): 352-669-4547 E-MAIL ADDRESS: OLSONINS@yahoo.com FAX (A/C, No): 352-669-4421															
INSURED INSIGHT IRRIGATION, LLC 36767 E ELDORADO LAKE DR EUSTIS, FL 32736		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A: CLEAR BLUE INSURANCE</td><td></td></tr><tr><td>INSURER B: INFINITY COMMERCIAL AUTO</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: CLEAR BLUE INSURANCE		INSURER B: INFINITY COMMERCIAL AUTO		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Y	GENERAL LIABILITY			BGFL0021505404	07/10/24	07/10/25	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	☐ POLICY ☒ PROJECT ☐ LOC	Y	Y				GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			509820052218001	10/15/23	10/15/24	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

The Harmony on Lake Eloise CDD, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are included as Additional Insureds on the above-listed policies. Such insurance shall be considered primary and non-contributory with respect to the Additional Insureds, all such required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds,

CERTIFICATE HOLDER

CANCELLATION

Wrathell Hunt and Associates, LLC,
Attn: Andrew Kantarzi,
2300 Glades Road #410W
Boca Raton, FL 33431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS C**

SECOND AMENDMENT TO LANDSCAPE & IRRIGATION SERVICES AGREEMENT

This Second Amendment ("**Second Amendment**") is made and entered into this 31 day of January, 2025, by and between:

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Winter Haven, Polk County, Florida, and having offices at c/o District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

Florida ULS Operating, LLC d/b/a United Land Services, LLC, a Delaware limited liability company, whose address is 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223 ("**Contractor**," and collectively with the District, "**Parties**").

RECITALS

WHEREAS, on May 3, 2023, the District and the Contractor entered into an agreement for landscape and irrigation services ("**Services Agreement**"); and

WHEREAS, pursuant to Section 27 of the Services Agreement, the Parties desire to amend the Services Agreement as set forth in more detail in Section 2 below; and

WHEREAS, any terms not otherwise defined herein shall have the meaning set forth in the Services Agreement.

WHEREAS, each of the Parties hereto has the authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each Party has satisfied all conditions precedent to the execution of this Second Amendment so that this Second Amendment constitutes a legal and binding obligation of each Party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Contractor agree as follows:

SECTION 1. The Services Agreement is hereby affirmed and the Parties hereto agree that it continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the Parties under the Services Agreement. All of the remaining provisions remain in full effect and fully enforceable.

SECTION 2.

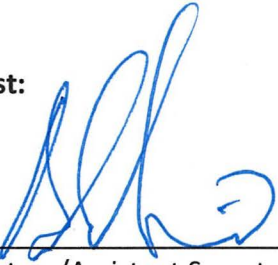
- A. The Services Agreement is hereby amended to add the work described in the proposals attached hereto as **Exhibit A** (the "**Additional Work**"). The District shall pay Contractor Thirty-Four Thousand Seven Hundred Twenty-Five Dollars (\$34,725) annually for the Additional Work as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Additional Work upon completion of the Additional Work and acceptance by the District. The District shall provide payment within forty-five (45) days of receipt of Contractor's invoice. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Work.

SECTION 3. To the extent that any terms or conditions found in **Exhibit A** conflict with the terms of the Services Agreement or this Second Amendment, the Services Agreement and this Amendment control and shall prevail.

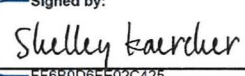
SECTION 4. All other terms of the Services Agreement shall remain in full force and effect and are hereby ratified.

IN WITNESS WHEREOF, the Parties hereto have signed this Second Amendment to the Services Agreement on the day and year first written above.

Attest:


Secretary/Assistant Secretary

**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:

Chairperson/Vice Chairperson

**FLORIDA ULS OPERATING, LLC D/B/A UNITED
LAND SERVICES, LLC**


By: Chris Marquess

By: 
Its: Chief Operating Officer

Exhibit A: Proposals for Additional Work

EXHIBIT A

Landscape Management Proposal

Contract Maintenance	Yearly
Core Maintenance Includes Mowing, Edging, Weed-eating, Debris Blowing, Shrub Pruning, Tree Pruning (up to 10 ft.), Rejuvenation Pruning (native grass), Weeding & Cleanup	\$27,635
Irrigation Inspections Includes Adjusting Heads and Nozzles, Seasonal Clock Adjustments, with Monthly Reports	\$1,955
Fertilization & Chemical Treatments Includes Turf and Shrub Fertilization & Pest Control Applications	\$5,135
Total for Landscape Maintenance	\$34,725

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS D**

January 24, 2025

Harmony on Lake Eloise Community Development District
c/o Cindy Cerbone, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Harmony on Lake Eloise,
Phase 3A and Phase 4 Improvements

Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated January 27, 2023 ("**Acquisition Agreement**"), by and between the Harmony on Lake Eloise Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, and with respect to any punch list items, the District may pay the Developer upon completion of such items, upon the availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to provide any maintenance bonds or other forms of security required by the City for turnover of the roadways (which comprise a portion of the Improvements) to the City.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

Name: Shelley Kaercher
Title: Chairman

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.

[SIGNATURE ON FOLLOWING PAGE]

Name: _____
Title: _____

January 24, 2025

Harmony on Lake Eloise Community Development District
c/o Cindy Cerbone, District Manager
Wrathell Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

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- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, and with respect to any punch list items, the District may pay the Developer upon completion of such items, upon the availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
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If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT**

[SIGNATURE ON PRIOR PAGE]

Name: _____
Title: _____

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.


Name: James D. Allen
Title: Executive Vice President

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 3A and Phase 4 Improvements

Phase 3A Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, and any "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

Phase 3A Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – located within or upon the rights-of way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, as identified in the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

Phase 3A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within located within or upon the rights-of way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, Tracts L, Q, T, U-1 and U-2 (Open Space – Ponds), and any "Drainage Easements", as identified on the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

Phase 4 Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract M (Roadways), any "Utility and Drainage Easements," and any "Public Utility, Drainage and Alley Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 4*, as recorded at Plat Book 211, Pages 42 - 49, of the Official Records of Polk County, Florida.

Phase 4 Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – Tract M (Roadways), as identified in the plat known as *Harmony on Lake Eloise, Phase 4*, as recorded at Plat Book 211, Pages 42 - 49, of the Official Records of Polk County, Florida.

Phase 4 Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within Tract M (Roadways) , Tract F (Park/Drainage Easement), Tract H (Wetland /Wetland Buffer), Tract I (Pond), Tract J (Park/Access Tract/Drainage Easement), and any "Drainage Easements," any "Utility and Drainage Easements," and any "Public Utility, Drainage and Alley Easements," as identified on the plat known as *Harmony on Lake Eloise, Phase 4*, as recorded at Plat Book 211, Pages 42 - 49, of the Official Records of Polk County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 3A and Phase 4 of the

project as described in the *Engineer's Report*, dated March 9, 2022, as supplemented by the *Supplemental Engineer's Report – 2025 Project*, dated December 2024.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Phase 3A Utilities	\$1,332,917.88	\$1,116,858.96	\$91,594.16	\$124,464.76
Phase 3A Roadways	\$2,587,026.98	\$2,037,841.87	\$297,333.98	\$251,851.13
Phase 3A Surface Water Management	\$1,832,411.34	\$1,529,119.43	\$128,831.24	\$174,460.67
Phase 4 Utilities	\$3,283,464.83	\$3,118,562.23	\$767.60	\$164,135.00
Phase 4 Roadways	\$2,040,155.05	\$1,938,147.30	\$0.00	\$102,007.75
Phase 4 Surface Water Management	\$3,016,195.71	\$2,748,599.22	\$122,933.48	\$144,663.01
Totals	\$14,092,171.79	\$12,489,129.01	\$641,460.46	\$961,582.32

CORPORATE DECLARATION REGARDING COSTS PAID
[HARMONY ON LAKE ELOISE, PHASE 3A AND PHASE 4 IMPROVEMENTS]

FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Developer**"), does hereby certify to the Harmony on Lake Eloise Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated March 9, 2022, as supplemented by the *Supplemental Engineer's Report – 2025 Project*, dated December 2024 (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

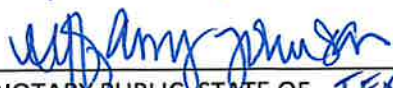
IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 24 day of January, 2025.

FORESTAR (USA) REAL ESTATE GROUP INC.

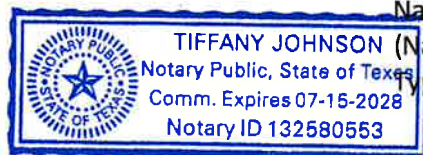

Name: James D. Allen
Title: Executive Vice President

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 23 day of January, 2025, by James D. Allen as Executive Vice President of Forstar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced as identification.


NOTARY PUBLIC, STATE OF TEXAS
Name: Tiffany Johnson

(NOTARY SEAL)



TIFFANY JOHNSON (Name of Notary Public, Printed, Stamped or
Notary Public, State of Texas
Comm. Expires 07-15-2028
Notary ID 132580563
Typed as Commissioned)

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 3A and Phase 4 Improvements

Phase 3A Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, and any "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

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project as described in the *Engineer's Report*, dated March 9, 2022, as supplemented by the *Supplemental Engineer's Report – 2025 Project*, dated December 2024.

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Phase 4 Utilities	\$3,283,464.83	\$3,118,562.23	\$767.60	\$164,135.00
Phase 4 Roadways	\$2,040,155.05	\$1,938,147.30	\$0.00	\$102,007.75
Phase 4 Surface Water Management	\$3,016,195.71	\$2,748,599.22	\$122,933.48	\$144,663.01
Totals	\$14,092,171.79	\$12,489,129.01	\$641,460.46	\$961,582.32

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[HARMONY ON LAKE ELOISE, PHASE 3A AND PHASE 4 IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 22nd day of January, 2025, by **Blue Ox Enterprises, LLC ("Contractor")**, with an address of 500 North Way, Sanford, Florida 32773, in favor of the **Harmony on Lake Eloise Community Development District ("District")**, which is a local unit of special-purpose government situated in Polk County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Harmony at Lake Eloise PH 3 & Harmony at Lake Eloise Phase 4 ("Contracts")* dated January 15th & February 1st, 2024, and between Contractor and Forestar (USA) Real Estate Group Inc., ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to ~~enforce the terms of the Contract, including but not limited to any warranties and other forms of~~ indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **\$1,599,718.54** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

BLUE OX ENTERPRISES, LLC

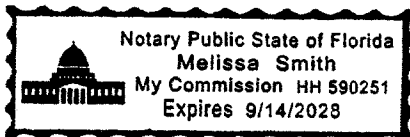


By: MATHEW LEMBRICH

Its: CFO

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22ND day of JANUARY, 2025, by MATHEW LEMBRICH as CFO of BLUE OX ENTERPRISES, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF _____

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 3A and Phase 4 Improvements

Phase 3A Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, and any "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

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Phase 3A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, curb and gutter, and pipes, located within located within or upon the rights-of way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, Tracts L, Q, T, U-1 and U-2 (Open Space – Ponds), and any "Drainage Easements", as identified on the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

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<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
Phase 3A Utilities	\$1,332,917.88	\$1,116,858.96	\$91,594.16	\$124,464.76
Phase 3A Roadways	\$2,587,026.98	\$2,037,841.87	\$297,333.98	\$251,851.13

Phase 3A Surface Water Management	\$1,832,411.34	\$1,529,119.43	\$128,831.24	\$174,460.67
Phase 4 Utilities	\$3,283,464.83	\$3,118,562.23	\$767.60	\$164,135.00
Phase 4 Roadways	\$2,040,155.05	\$1,938,147.30	\$0.00	\$102,007.75
Phase 4 Surface Water Management	\$3,016,195.71	\$2,748,599.22	\$122,933.48	\$144,663.01
Totals	\$14,092,171.79	\$12,489,129.01	\$641,460.46	\$961,582.32

DISTRICT ENGINEER'S CERTIFICATE
[HARMONY ON LAKE ELOISE, PHASE 3A AND PHASE 4 IMPROVEMENTS]

 , 2025

Board of Supervisors
Harmony on Lake Eloise Community Development District

Re: Acquisition of Improvements

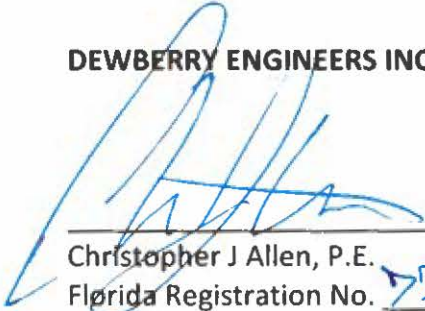
Ladies and Gentlemen:

The undersigned is a representative of Dewberry Engineers Inc. ("**District Engineer**"), as District Engineer for the Harmony on Lake Eloise Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated March 9, 2022, as supplemented by the *Supplemental Engineer's Report – 2025 Project*, dated December 2024 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

DEWBERRY ENGINEERS INC.


Christopher J Allen, P.E.

Florida Registration No. 77719

District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of January, 2025, by Christopher J. Allen as District Engineer of Harmony on Lake Eloise CDD, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

 DAWN R. QUEEN
Notary Public
State of Florida
Comm# HH294293
(NOTARY SEAL) Expires 9/25/2026


NOTARY PUBLIC, STATE OF Florida

Name: Dawn R. Queen
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

my

EXHIBIT A

Description of Harmony on Lake Eloise, Phase 3A and Phase 4 Improvements

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Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phase 3A and Phase 4 of the

project as described in the *Engineer's Report*, dated March 9, 2022, as supplemented by the *Supplemental Engineer's Report – 2025 Project*, dated December 2024.

<u>Improvement</u>	<u>Total Amount</u>	<u>Paid To Date</u>	<u>Balance Owed</u>	<u>Retainage</u>
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Totals	\$14,092,171.79	\$12,489,129.01	\$641,460.46	\$961,582.32

BILL OF SALE AND LIMITED ASSIGNMENT
[HARMONY ON LAKE ELOISE, PHASE 3A AND PHASE 4 IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 23 day of Jan., 2025, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and **Harmony on Lake Eloise Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements and work product described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, "**AS IS, WHERE IS**", AND "**WITH ALL FAULTS**". The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all

claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

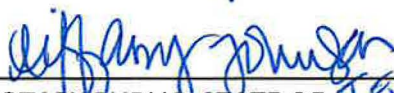
By: 
Name: VICTORIA WALKER


Name: James D. Allen
Title: Executive Vice President

By: 
Name: CARRIE STEWART

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23 day of January, 2025, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF TEXAS

Name: Tiffany Johnson
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

(NOTARY SEAL)



EXHIBIT A

Description of Harmony on Lake Eloise, Phase 3A and Phase 4 Improvements

Phase 3A Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, and any "Utility Easements," as identified in the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

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BILL OF SALE
[HARMONY ON LAKE ELOISE, PHASE 3A]

KNOW ALL MEN BY THESE PRESENTS, that **HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, Florida Statutes and located in the City of Winter Haven, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as “**SELLER**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **CITY OF WINTER HAVEN, FLORIDA**, a political subdivision of the State of Florida, whose address is 451 Third Street NW, Winter Have, Florida (hereinafter referred to as “**CITY**”), has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following:

Phase 3A Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as West Lake Eloise Drive, West Lake Eloise Terrace, Shell Road, and any “Utility Easements,” as identified in the plat known as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

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TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this the 24 day of January, 2025.

WITNESS

HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special-purpose government

[Signature]
Print Name: Katton Benson

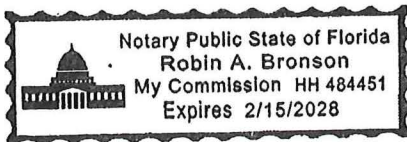
By: [Signature]
Print Name: Shelley Kaercher
Its: Chairman

[Signature]
Print Name: Justin Starr

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of January, 2025, by Shelley Kaercher, as Chairman of the Harmony on Lake Eloise Community Development District, on behalf of the District, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Affix Seal Here]



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: R Bronson
My Commission Expires: _____
Commission Number: _____

BILL OF SALE
[HARMONY ON LAKE ELOISE, PHASE 4]

KNOW ALL MEN BY THESE PRESENTS, that **HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 189, Florida Statutes and located in the City of Winter Haven, Florida, whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as “**SELLER**”), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from the **CITY OF WINTER HAVEN, FLORIDA**, a political subdivision of the State of Florida, whose address is 451 Third Street NW, Winter Have, Florida (hereinafter referred to as “**CITY**”), has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following:

Phase 4 Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract M (Roadways), any “Utility and Drainage Easements,” and any “Public Utility, Drainage and Alley Easements,” as identified in the plat known as *Harmony on Lake Eloise, Phase 4*, as recorded at Plat Book 211, Pages 42 - 49, of the Official Records of Polk County, Florida.

TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomsoever.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this the 24 day of January 2025.

WITNESS

HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT, a local unit of
special-purpose government

[Signature]
Print Name: Kelton Benson

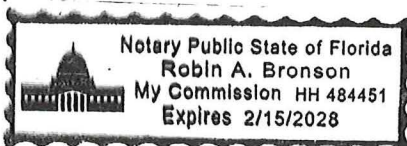
By: [Signature]
Print Name: Shelley Kaercher
Its: Chairman

[Signature]
Print Name: Justin Starr

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of January, 2025, by Shelley Kaercher, as Chairman of the Harmony on Lake Eloise Community Development District, on behalf of the District, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Affix Seal Here]



[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: R Bronson
My Commission Expires: _____
Commission Number: _____

INSTR # 2025023313
BK 13418 Pgs 0904-0909 PG(s)6
02/03/2025 10:05:22 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 52.50
DEED DOC 0.70

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED
[HARMONY ON LAKE ELOISE, PHASE 3A]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 23 day of January 2025,
by and between:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("Property"):

Tracts L, Q, T, U-1 and U-2 (Open Space – Ponds), *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

By: *Victoria Walker* By: *James D. Allen*
Name: VICTORIA WALKER Name: James D. Allen
Address: 2221 E LAMAR Title: Executive Vice President
ARL, TX 76006

By: *C. Stewart*
Name: CARRIE STEWART
Address: 2221 E LAMAR
ARL, TX 76006

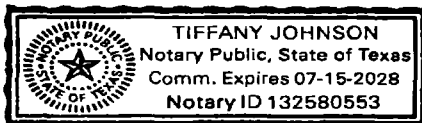
STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of January, 2025, by James D. Allen, as Executive Vice President of **Forestar (USA) Real Estate Group Inc.** who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tiffany Johnson
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)

Name: *Tiffany Johnson*
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Special Warranty Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Special Warranty Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Special Warranty Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc., and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.,

(g) GRANTEE’S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS SPECIAL WARRANTY DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE’S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR’S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR’S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS SPECIAL WARRANTY DEED.

(h) Sovereign Immunity. Regardless of anything in the Special Warranty Deed, or herein, to the contrary, nothing in the Special Warranty Deed, or herein, shall be deemed to waive the Grantee’s limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

INSTR # 2025023315
BK 13418 Pgs 0916-0922 PG(s)7
02/03/2025 10:05:22 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 61.00
DEED DOC 0.70

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT
[HARMONY ON LAKE ELOISE, PHASE 3A]

THIS EASEMENT AGREEMENT is made and entered into this 24 day of January, 2025, by and among:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

Harmony on Lake Eloise Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Association**"); and

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as *Harmony on Lake Eloise, Phase 3A*, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals**. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement**. Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled “Drainage Easements,” as identified on the plat entitled, ***Harmony on Lake Eloise, Phase 3A, as recorded at Plat Book 208, Pages 23 - 28, of the Official Records of Polk County, Florida***. The parties agree that, absent a separate agreement between the Developer or Association with the District, the District shall be responsible for the ownership, operation, maintenance, repair and replacement of the master stormwater system within the District.

3. **Inconsistent Use**. Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights**. This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect**. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default**. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. Enforcement of Agreement. In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Victoria Walker
Name: VICTORIA WALKER
Address: 2221 E LAMAR
ARL, TX 76006

By: James D. Allen
Name: James D. Allen
Title: Executive Vice President

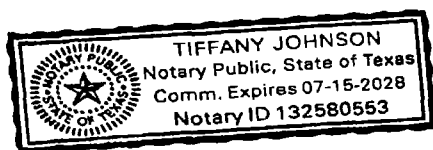
By: Carrie Stewart
Name: CARRIE STEWART
Address: 2221 E LAMAR BLVD.
ARL, TX 76006

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of January, 2025, by James D. Allen, as Executive Vice President of **Forestar (USA) Real Estate Group Inc.** who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tiffany Johnson
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)



Name: Tiffany Johnson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

HARMONY ON LAKE ELOISE HOMEOWNERS
ASSOCIATION, INC.

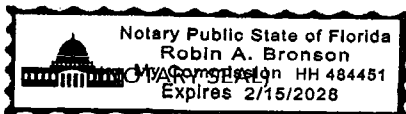
By: Justin Starn
Name: Justin Starn
Address: 1064 Greenwood Blvd, Suite 200
Lake Mary, FL 32746

By: Shelley Kaercher
Name: Shelley Kaercher
Title: President

By: [Signature]
Name: Robert Bronson
Address: 1064 Greenwood Blvd
Lake Mary, FL 32746

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of January, 2025, by Shelley Kaercher as President of Harmony on Lake Eloise Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



RBronson
NOTARY PUBLIC, STATE OF Florida
Name: R. Bronson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESSES

HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT

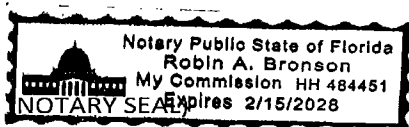
By: Justin Stone
Name: Justin Stone
Address: 1064 Greenwood Blvd, Suite 300
Lake Mary, FL 32746

By: Shelley Kaercher
Name: Shelley Kaercher
Title: Chair

By: Kolton Benson
Name: Kolton Benson
Address: 1064 Greenwood Blvd
Lake Mary FL 32746

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of January, 2025, by Shelley Kaercher as Chair of the Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced as identification.



RBronson
NOTARY PUBLIC, STATE OF Florida
Name: RBronson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

INSTR # 2025023314
BK 13418 Pgs 0910-0915 PG(s)6
02/03/2025 10:05:22 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 52.50
DEED DOC 0.70

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED
[HARMONY ON LAKE ELOISE, PHASE 4]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 23 day of January 2025,
by and between:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"); and

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**Grantee**").

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Polk, State of Florida, and more particularly below ("Property"):

Tract M (Roadways), Tract H (Wetland /Wetland Buffer), Tract I (Pond), as identified on the plat known as *Harmony on Lake Eloise, Phase 4*, as recorded at Plat Book 211, Pages 42 - 49, of the Official Records of Polk County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

By: *Victoria Walker* By: *James D. Allen*
Name: VICTORIA WALKER Name: James D. Allen
Address: 2221 ELAMAR Title: Executive Vice President
ARL, TX 76006

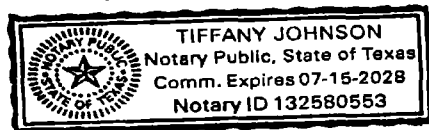
By: *C. Stewart*
Name: CARLE STEWART
Address: 2221 ELAMAR
ARL TX 76006

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of JANUARY, 2025, by James D. Allen, as Executive Vice President of **Forestar (USA) Real Estate Group Inc.** who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tiffany Johnson
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)



Name: *Tiffany Johnson*
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor selling and conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Special Warranty Deed that but for Grantee's agreement to these provisions, Grantor would not have sold the Property to Grantee.

(i) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Special Warranty Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Special Warranty Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(j) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases,

discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(k) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(l) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(m) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(n) Grantor Parties. The term “Grantor Party” or “Grantor Parties” means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc., and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.,

(o) GRANTEE’S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS SPECIAL WARRANTY DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE’S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR’S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR’S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS SPECIAL WARRANTY DEED.

(p) Sovereign Immunity. Regardless of anything in the Special Warranty Deed, or herein, to the contrary, nothing in the Special Warranty Deed, or herein, shall be deemed to waive the Grantee’s limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

INSTR # 2025023316
BK 13418 Pgs 0923-0929 PG(s)7
02/03/2025 10:05:22 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 61.00
DEED DOC 0.70

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

**EASEMENT AGREEMENT
[HARMONY ON LAKE ELOISE, PHASE 4]**

THIS EASEMENT AGREEMENT is made and entered into this 27 day of January, 2025, by and among:

Forestar (USA) Real Estate Group Inc., a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

Harmony on Lake Eloise Homeowners Association, Inc., a Florida non-for-profit corporation, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Association**"); and

Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Polk County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of those certain plats identified as ***Harmony on Lake Eloise, Phase 4***, as recorded at Plat Book 211, Pages 42 - 49, of the Official Records of Polk County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

WHEREAS, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

9. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

10. **Grant of Non-Exclusive Easement.** Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer's and Association's respective interests, if any - ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

- A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled **Tract F (Park/Drainage Easement), Tract J (Park/Access Tract/Drainage Easement), and any "Drainage Easements," any "Utility and Drainage Easements," and any "Public Utility, Drainage and Alley Easements," as identified on the plat known as Harmony on Lake Eloise, Phase 4, as recorded at Plat Book 211, Pages 42 - 49, of the Official Records of Polk County, Florida.** The parties agree that, absent a separate agreement between the Developer or Association with the District, the District shall be responsible for the ownership, operation, maintenance, repair and replacement of the master stormwater system within the District.

11. **Inconsistent Use.** Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

12. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

13. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

14. Default. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

15. Enforcement of Agreement. In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

16. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. Public Records. Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

12. Severability. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees,

mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

17. **Counterparts.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Victoria Walker
Name: VICTORIA WALKER
Address: 2221 E LAMAR
ARL, TX 76006

By: James D. Allen
Name: James D. Allen
Title: Executive Vice President

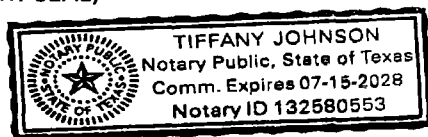
By: Carrie Stewart
Name: CARRIE STEWART
Address: 2221 E LAMAR
ARL, TX 76006

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of January, 2025, by James D. Allen, as Executive Vice President of **Forestar (USA) Real Estate Group Inc.** who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Tiffany Johnson
NOTARY PUBLIC, STATE OF TEXAS

(NOTARY SEAL)



Name: Tiffany Johnson
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

HARMONY ON LAKE ELOISE HOMEOWNERS
ASSOCIATION, INC.

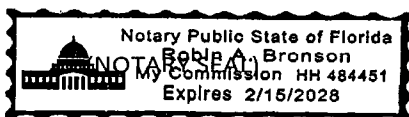
By: Justin Sitton
Name: Justin Sitton
Address: 1064 Greenwood Blvd. Suite 200
Lake Mary, FL 32746

By: Shelley Kaercher
Name: Shelley Kaercher
Title: PRESIDENT

By: Lincoln Warstler
Name: Lincoln Warstler
Address: 1064 Greenwood Blvd
Suite 200 Lake Mary, FL 32746

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 07th day of January, 2025, by Shelley Kaercher as President of Harmony on Lake Eloise Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



RBronson
NOTARY PUBLIC, STATE OF Florida
Name: RBronson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESSES

HARMONY ON LAKE ELOISE COMMUNITY
DEVELOPMENT DISTRICT

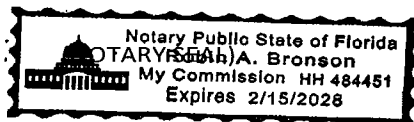
By: [Signature]
Name: Justin Starr
Address: 1064 Greenwood Blvd Suite 200
Lake Mary, FL 32746

By: [Signature]
Name: Shelley Kaercher
Title: Chair

By: [Signature]
Name: Lincoln Wazeth
Address: 1064 Greenwood Blvd
Suite 200 Lake Mary, FL 32746

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of January, 2025, by Shelley Kaercher as Chair of the Harmony on Lake Eloise Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced as identification.



[Signature]
NOTARY PUBLIC, STATE OF Florida
Name: A. Bronson
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS E**



POLK COUNTY PROPERTY APPRAISER

Revised 01/2025
ADA Compliant

2025 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the Harmony on Lake Eloise CDD hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2025**, and shall run until **December 31, 2025**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: Neil Combee
Print: Neil Combee
Title: Polk County Property Appraiser
Date: January 7, 2025

Agency: Harmony on Lake Eloise
Signature: [Signature]
Print: Andrew Kantarzi
Title: District Manager
Date: 1/13/2025

Please email the signed agreement to pataxroll@polk-county.net.

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**RATIFICATION
ITEMS F**

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, January 13, 2025 by and between the Harmony on Lake Eloise Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2025 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Harmony on Lake Eloise Community Development District.
3. The term of this Agreement shall commence on January 1, 2025 or the date signed below, whichever is later, and shall run until December 31, 2025, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2025 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 11, 2025**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Monday, September 15, 2025**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2025 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2025 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Monday, September 15, 2025** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Special District Representative

Andrew Kantanzhi

Print name

District Manager 1/15/2025

Title

Date

Neil Combee

Polk County Property Appraiser

By:

Neil Combee

Neil Combee, Property Appraiser

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024**

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 195,191	\$ -	\$ -	\$ 195,191
Investments				
Revenue	-	16,597	-	16,597
Reserve	-	45,317	-	45,317
Prepayment	-	2,376	-	2,376
Capitalized interest	-	1,481	-	1,481
Construction - general	-	-	169	169
Due from Landowner	268,095	-	-	268,095
Due from general fund	-	139,191	-	139,191
Deposit with Winter Water Haven	1,709	-	-	1,709
Total assets	<u>\$ 464,995</u>	<u>\$ 204,962</u>	<u>\$ 169</u>	<u>\$ 670,126</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 25,024	\$ -	\$ -	\$ 25,024
Accounts payable on-site	62,228	-	-	62,228
Due to debt service fund	139,191	-	-	139,191
Due to Landowner	1,773	-	-	1,773
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>234,216</u>	<u>-</u>	<u>-</u>	<u>234,216</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	268,095	-	-	268,095
Total deferred inflows of resources	<u>268,095</u>	<u>-</u>	<u>-</u>	<u>268,095</u>
Fund balances:				
Restricted for:				
Debt service	-	204,962	-	204,962
Capital projects	-	-	169	169
Unassigned	(37,316)	-	-	(37,316)
Total fund balances	<u>(37,316)</u>	<u>204,962</u>	<u>169</u>	<u>167,815</u>
Total liabilities and fund balances	<u>\$ 464,995</u>	<u>\$ 204,962</u>	<u>\$ 169</u>	<u>\$ 670,126</u>

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 55,977	\$ 58,548	\$ 72,904	80%
Landowner contribution	-	-	491,964	0%
Total revenues	<u>55,977</u>	<u>58,548</u>	<u>564,868</u>	10%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	4,000	12,000	48,000	25%
Legal	285	285	25,000	1%
Engineering	-	-	2,000	0%
Audit	-	-	5,100	0%
Arbitrage rebate calculation*	-	-	1,000	0%
Dissemination agent*	83	250	2,000	13%
Trustee*	-	-	11,000	0%
Telephone	17	50	200	25%
Postage	22	22	500	4%
Printing & binding	41	125	500	25%
Legal advertising	-	1,228	2,000	61%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	6,000	90%
Contingencies/bank charges	89	268	500	54%
Website hosting & maintenance	-	-	705	0%
EMMA Software Services	-	1,000	1,000	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>4,537</u>	<u>20,811</u>	<u>105,890</u>	20%

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
Field operations				
Field operations manager	500	1,000	6,000	17%
Landscaping contract labor	18,296	29,201	295,000	10%
Insurance: property	-	5,571	-	N/A
Porter services	-	-	6,000	0%
Backflow prevention test	-	-	700	0%
Irrigation maintenance/repair	3,366	4,366	7,500	58%
Plants, shrubs & mulch	-	-	30,000	0%
Annuals	3,150	3,150	20,000	16%
Tree trimming	-	-	5,000	0%
Signage	-	-	2,500	0%
General maintenance	-	-	4,000	0%
Fence/wall repair	-	-	4,000	0%
Aquatic control - ponds	1,245	3,735	9,000	42%
Misc. Field Operations - Contingency	200	200	20,000	1%
Electric:				
Irrigation	-	-	15,000	0%
Street lights	-	-	10,000	0%
Entrance signs	-	-	2,000	0%
Water- irrigation	2,324	4,248	20,000	21%
Total field operations	<u>29,081</u>	<u>51,471</u>	<u>456,700</u>	11%
Other fees and charges				
Property appraiser	-	-	759	0%
Tax collector	1,120	1,171	1,519	77%
Total other fees and charges	<u>1,120</u>	<u>1,171</u>	<u>2,278</u>	
Total expenditures	<u>34,738</u>	<u>73,453</u>	<u>564,868</u>	13%
Excess/(deficiency) of revenues over/(under) expenditures	21,239	(14,905)	-	
Fund balances - beginning	(58,555)	(22,411)	-	
Fund balances - ending	<u>\$ (37,316)</u>	<u>\$ (37,316)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 142,031	\$ 148,554	\$ 185,019	80%
Interest	209	1,178	-	N/A
Total revenues	<u>142,240</u>	<u>149,732</u>	<u>185,019</u>	81%
EXPENDITURES				
Debt service				
Principal	-	-	40,000	0%
Interest	-	67,887	135,774	50%
Total debt service	<u>-</u>	<u>67,887</u>	<u>175,774</u>	39%
Other fees & charges				
Tax collector	2,841	2,971	3,855	77%
Property appraiser	-	-	1,927	0%
Total other fees and charges	<u>2,841</u>	<u>2,971</u>	<u>5,782</u>	51%
Total expenditures	<u>2,841</u>	<u>70,858</u>	<u>181,556</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	139,399	78,874	3,463	
Net change in fund balances	139,399	78,874	3,463	
Fund balances - beginning	65,563	126,088	110,571	
Fund balances - ending	<u>\$ 204,962</u>	<u>\$ 204,962</u>	<u>\$ 114,034</u>	

**HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED DECEMBER 31, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 2
Total revenues	<u>1</u>	<u>2</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	2
Fund balances - beginning	168	167
Fund balances - ending	<u>\$ 169</u>	<u>\$ 169</u>

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

**MINUTES OF MEETING
HARMONY ON LAKE ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Harmony on Lake Eloise Community Development District held a Public Hearing and Regular Meeting on January 15, 2025 at 9:30 a.m., at the Holiday Inn Express & Suites - Orlando South, 4050 Hotel Drive, Davenport, Florida 33897.

Present were:

Shelley Kaercher	Chair
Mary Moulton	Vice Chair
JC Nowotny	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Jere Earlywine	District Counsel
Christopher Allen (via telephone)	District Engineer
Joey Arroyo	Atmos Living
Cynthia Wilhelm (phone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 9:55 a.m.

Supervisors Moulton, Nowotny, and Kaercher were present. Supervisors Tyree and Van Auker were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing to Consider the Adoption of
an Assessment Roll and the Imposition of
Special Assessments Relating to the
Financing and Securing of Certain Public
Improvements**

A. Affidavit/Proof of Publication

B. Mailed Notice to Property Owner(s)

These items were included for informational purposes.

C. Engineer's Report (for informational purposes)

This item was previously presented and was included for informational purposes.

D. Amended and Restated Master Special Assessment Methodology Report (for informational purposes)

Mr. Kantarzhi presented the previously presented Amended and Restated Master Special Assessment Methodology Report and recalled that the Equivalent Residential Unit (ERU) weight was adjusted to 0.7 for the 20' units.

E. Consideration of Resolution 2025-06, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date [SECTION 170.08, F.S. DEBT ASSESSMENT RESOLUTION AMENDING AND RESTATING PRIOR MASTER DEBT ASSESSMENTS]

- Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the property.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Public Hearing was opened.

Mr. Earlywine stated this is being done to adjust the original ERU for the 20' product type to be 0.7 ERUs, which is more accurate than the original weighting.

No affected property owners or members of the public spoke.

- **Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.**

The Board, sitting as the Equanizing Board, made no changes to the special assessments.

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Public Hearing was closed.

Mr. Kantarzhi presented Resolution 2025-06 and read the title.

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, Resolution 2025-06, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date [SECTION 170.08, F.S. DEBT ASSESSMENT RESOLUTION AMENDING AND RESTATING PRIOR MASTER DEBT ASSESSMENTS], was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-07, Setting Forth the Specific Terms of the Harmony on Lake Eloise Community Development District's Capital Improvement Revenue Bonds, Series 2025 ("Assessment Area Two"); Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the

Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date [SUPPLEMENTAL ASSESSMENT RESOLUTION - ASSESSMENT AREA TWO]

Mr. Kantarzhi presented Resolution 2025-07 and read the title.

Mr. Earlywine stated that this is the Final Assessment Resolution that will match up the assessments with the final pricing on the bonds. This Resolution also adopts the Engineer's and Methodology Reports included here.

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, Resolution 2025-07, Setting Forth the Specific Terms of the Harmony on Lake Eloise Community Development District's Capital Improvement Revenue Bonds, Series 2025 ("Assessment Area Two"); Making Certain Additional Findings and Confirming and/or Adopting a Supplemental Engineer's Report and a Supplemental Assessment Report; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date [SUPPLEMENTAL ASSESSMENT RESOLUTION - ASSESSMENT AREA TWO], was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Forms of Issuer's Counsel Documents

Mr. Earlywine presented the following:

- A. Collateral Assignment Agreements**
- B. Completion Agreement**
- C. Declaration of Consent**
- D. Disclosure of Public Finance**
- E. Supplemental Notice of Special Assessments**
- F. True Up Agreement**

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, the Collateral Assignment Agreements, Completion Agreement, Declaration of Consent, Disclosure of Public Finance, Supplemental Notice of Special Assessments and True Up Agreement, all in substantial form, were approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

SEVENTH ORDER OF BUSINESS**Ratification Items**

- A. Non-Exclusive Perpetual Utility Easement (Irrigation)
 - B. Fiscal Year 2025 Deficit Funding Agreement
 - C. Second Amendment to Landscape & Irrigation Services Agreement
- This item was not ready for ratification.
- D. Irrigation Monitoring Agreement

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the Non-Exclusive Perpetual Utility Easement (Irrigation), Fiscal Year 2025 Deficit Funding Agreement, and Irrigation Monitoring Agreement, were ratified.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of November 30, 2024

On MOTION by Ms. Kaercher and seconded by Ms. Moulton, with all in favor, the Unaudited Financial Statements as of November 30, 2024, were accepted.

NINTH ORDER OF BUSINESS

Approval of December 11, 2024 Regular Meeting Minutes

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the December 11, 2024 Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS**Staff Reports**

A. District Counsel: Kutak Rock LLP

B. District Engineer: Dewberry Engineers, Inc.

There were no District Counsel or District Engineer reports.

C. Field Operations: Atmos Living Management Group, LLC

Mr. Arroyo reviewed the Field Operations Report.

D. District Manager: Wrathell, Hunt and Associates, LLC

- **UPCOMING MEETINGS**

- **February 12, 2025 at 9:30 AM, immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 AM**

- **February 19, 2025 at 9:30 AM, immediately following the adjournment of the Fox Branch Ranch CDD meeting, scheduled to commence at 9:30 AM**

- **QUORUM CHECK**

ELEVENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Ms. Kaercher and seconded by Mr. Nowotny, with all in favor, the meeting adjourned at 10:05 a.m.

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220

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Secretary/Assistant Secretary

Chair/Vice Chair

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS C**

HARMONY ON LAKE ELOISE CDD FIELD OPERATIONS INSPECTION REPORT February 2025

- The entrance signs holiday decorations have been removed since last month. The signs are clean, and annuals still are in good condition weed free at the time on the visit. Depending on the weather you may be able to get another month from these annuals.



- Entrance roundabout landscaping is in OK shape, looking for some improvement in the spring. The pavers are very dirty due to vehicles driving or stopping over them. Suggesting pressure cleaning this area.



Atmos Living Management Group

4327 S Hwy 27, Ste 408
Clermont, FL 34711
855-57ATMOS

www.AtmosLivingMG.com

HARMONY ON LAKE ELOISE CDD
FIELD OPERATIONS INSPECTION REPORT
FEBRUARY 2025
PAGE 2

- Landscaping throughout the community looks in good shape will continue monitoring improvement as we approach the spring season. Did not notice any questionable plant material during this inspection.



- Gazebo area looks in good shape.



- New phases are moving forward quickly, some landscaping has been installed and monument sign erected but not landscaped. Perimeter fence was a work in progress during the time of the last visit.



Atmos Living Management Group

4327 S Hwy 27, Ste 408
Clermont, FL 34711
855-57ATMOS

www.AtmosLivingMG.com

HARMONY ON LAKE ELOISE CDD
FIELD OPERATIONS INSPECTION REPORT
FEBRUARY 2025
PAGE 3

- Ponds are clear and free of invasive plants in the water. The water seems clear and in good health condition.



Respectfully submitted,

Joey Arroyo, LCAM

Job Name: Hawthorne in Lakeland
Job Number: Peachleaf St
Controller #/Location: Clock 1
Date: 2/4/25



Page: 1 of 6

Program	Start Time	Seasonal Adjust %	Run Days
A 1	7Pm	100	M T W T H F S S
B 2	9:30pm	100	M T W T H F S S
C 4	4:10 am	100	M T W T H F S S
D 5	8:00pm	100	M T W T H F S S
E			M T W T H F S S
F			M T W T H F S S

Controller Make: Rainbird
Controller Model: LXIUM Pro
Controller Status: Two Wire Conventional
Weather / Rain Sensor: Working Not Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifugal
Pump Start Submersible

ZONE INFORMATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray - Rotor - Drip - Bubbler - MP	S				S	S	S	S	R	S	R	S	S	S/B	S	R
Turf - Shrub - Annuals	T				T	T	T	S	T	T	T	S	T	T/S	T	T
Run Time (Program 1) 1	20	0	0	0	20	20	20	20	45	20	45	0	20	0	0	0
Run Time (Program 2) 2	0	0	0	0	0	20	0	0	0	20	0	0	0	20	0	5
Battery Pack - Add a Zone - Double	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone Fault or Alarm	5	15	0	0	0	0	0	15	0	0	0	0	0	0	0	0

CONTRACT/MAINT. REPAIRS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line																
Head Straightened / Adjusted					III											

BILLABLE REPAIR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Head Broken 6" Spray	II									I						
Head Broken 12" Spray											II			II		
Head Broken 4" Rotor																
Head Broken 6" Rotor									I							
Broken Riser																
Nozzle Fixed	III						I	I				I		I		
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Mathew

Job Name: Hawthorne
Job Number: Peachleaf st
Controller: clock 1
#/Location: 2/4/25
Date: 2/4/25



Program	Start Time	Seasonal Adjust %	Run Days
A		100	M T W T H F S S
B		100	M T W T H F S S
C		100	M T W T H F S S
D		100	M T W T H F S S
E			M T W T H F S S
F			M T W T H F S S

Controller Make: Rainbird Controller Model: LXTUMPRO
~~Two Wire~~ Conventional
Controller Status: Working Not Working
Weather / Rain Sensor: Working Not Working
Point of Connection Type: Potable Reclaim Well ~~Take~~
Well & Pump Type: Pressurized Centrifugal
Pump Start Submersible

ZONE INFORMATION	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Spray - Rotor - Drip - Bubbler - MP	S	B	R	S	R	R	S	B	B	S	S	S	S	B	S	S
Turf - Shrub - Annuals	S	T	T	S	T	T	S	T	T	T	T	S	S	T	S	S
Run Time (Program 1)	20	0	5	0	5	0	20	0	20	0	20	0	20	0	20	0
Run Time (Program 2)	0	0	0	20	0	5	0	0	0	20	0	20	0	0	0	0
Battery Pack - Add a Zone - Double	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20
Zone Fault or Alarm	5	0	15	0	0	0	0	15	0	0	0	0	0	15	0	0

CONTRACT/MAINT. REPAIRS																
Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line																
Head Straightened / Adjusted																

BILLABLE REPAIR																
Head Broken 6" Spray																
Head Broken 12" Spray	II			III				I				I				I
Head Broken 4" Rotor																
Head Broken 6" Rotor			III													
Broken Riser																
Nozzle Fixed	II						III		I	II		I	I			
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"				II	II			II	1/2							
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: _____

Tech Name: Mathew

Job Name: Hawthorne in Lakeland
Job Number: Peachleaf st
Controller: Clock 1
#/Location: 2/4/25
Date:



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Land Services

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Program	Start Time	Seasonal Adjust %	Run Days
A		100	M T W T H F S S
B		100	M T W T H F S S
C		100	M T W T H F S S
D		100	M T W T H F S S
E		100	M T W T H F S S
F			M T W T H F S S

Controller Make: Rainbird
Two Wire

Controller Model: LXIUM PRO
Conventional

Controller Status: Working

Not Working

Weather / Rain Sensor: Working

Not Working

Point of Connection Type: Potable Reclaim Well Lake

Well & Pump Type: Pressurized Centrifugal

Pump Start Submersible

ZONE INFORMATION	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Spray - Rotor - Drip - Bubbler - MP	S	R	R	S	R	R	S	S	S	R	R	S	S	S	S	S
Turf - Shrub - Annuals	T	T	T	S	T	T	T	S	T	T	T	T	T	T	T	T
Run Time (Program 1)	0	0	0	0	45	0	20	0	20	0	0	0	20	0	20	0
Run Time (Program 2)	0	45	0	20	0	0	0	20	0	45	0	20	0	20	0	0
Battery Pack - Add a Zone - Double	20	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone Fault or Alarm	5	0	0	15	0	0	15	0	0	0	15	0	0	0	0	15

CONTRACT/MAINT. REPAIRS

Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line																
Head Straightened / Adjusted																

BILLABLE REPAIR

Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed				1				11					1111	1	1111	
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"											1 1/2					
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES

Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments:

Tech Name: Mathew

Job Name: Hawthorne in Lakeland
Job Number: Peachleaf st
Controller #/Location: Clock 1
Date: 2/4/25



Page: 4 of 6

Program	Start Time	Seasonal Adjust %	Run Days
1	7pm	100	M T W T H F S S
2	9:30pm	100	M T W T H F S S
4	4:10am	100	M T W T H F S S
5	6:00pm	100	M T W T H F S S
E			M T W T H F S S
F			M T W T H F S S

Controller Make: Rainbird
Controller Model: LX200Pro
Controller Status: ~~Two-Wire~~ Working
Weather / Rain Sensor: ~~Working~~ Not Working
Point of Connection Type: Potable Reclaim Well ~~Lake~~
Well & Pump Type: Pressurized Centrifugal
Pump Start Submersible

ZONE INFORMATION	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Spray - Rotor - Drip - Bubbler - MP	S	D	D	B	D	I	D	B	D	R	D	R	I	D	D	D
Turf - Shrub - Annuals	T	S	S	T	S	I	S	T	S	T	T	T	I	S	S	S
Run Time (Program 1)	20	0	20	0	20	0	20	0	20	0	0	0	20	0	30	0
Run Time (Program 2)	0	20	0	0	0	20	0	0	0	45	0	45	0	20	0	20
Battery Pack - Add a Zone - Doubler	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone Fault or Alarm	5	0	0	0	15	0	0	0	15	0	0	15	0	0	0	0

CONTRACT/MAINT. REPAIRS																
Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line																
Head Straightened / Adjusted																

BILLABLE REPAIR																
Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES																
Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: 2 mainline breaks close to these zones

Tech Name: Matthew

Job Name: Hawthorne in Lakeland
Job Number: Peachleaf st
Controller: Clock 1
#Location: 2/4/25
Date: 2/4/25



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Land Services

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Program	Start Time	Seasonal Adjust %	Run Days
1A	7pm	100	M T W T H F S S
2A	9:30pm	100	M T W T H F S S
4A	4:00am	100	M T W T H F S S
5A	8:00pm	100	M T W T H F S S
E			M T W T H F S S
F			M T W T H F S S

Controller Make: Rainbird

Controller Model: LXIUM Pro

~~Two Wire~~

Conventional

Controller Status: Working

Not Working

Weather / Rain Sensor: Working

Not Working

Point of Connection Type: Potable Reclaim Well Lake

Well & Pump Type: Pressurized Centrifigual

~~Pump Start~~ Submersible

ZONE INFORMATION	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
Spray - Rotor - Drip - Bubbler - MP	B	D	D	D	I	D	D	B	D	R	R	I	I	B	D	B
Turf - Shrub - Annuals	T	S	S	S	I	S	S	T	S	T	T	I	I	T	S	T
Run Time (Program #) 1	0	0	20	0	20	0	20	0	20	0	45	0	0	0	0	0
Run Time (Program #) 2	0	20	0	20	0	20	0	0	0	45	0	0	0	0	0	0
Battery Pack - Add a Zone - Doubler	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone Fault or Alarm	5	15	0	0	0	0	0	15	0	0	0	0	0	15	0	15

CONTRACT/MAINT. REPAIRS

Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line																
Head Straightened / Adjusted																

BILLABLE REPAIR

Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotor																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES

Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: zone #79 no time on controller.

Tech Name: Mathew

Job Name: Hawthorne in Lakeland
Job Number: Peachleaf st
Controller: Clock 1
Date: 2/4/25



Page: 6 of 6

Program	Start Time	Seasonal Adjust %	Run Days
1 st	7am	100	M T W T H F S S
2 nd	9:30pm	100	M T W T H F S S
4 th	4:10am	100	M T W T H F S S
5 th	8:00pm	100	M T W T H F S S
E			M T W T H F S S
F			M T W T H F S S

Controller Make: Rainbird Controller Model: LX1UM PRO
~~Two Wire~~ Conventional
Controller Status: Working Not Working
Weather / Rain Sensor: Working Not Working
Point of Connection Type: Potable Reclaim Well Lake
Well & Pump Type: Pressurized Centrifugal
~~Pump Start~~ Submersible

ZONE INFORMATION	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96
Spray - Rotor - Drip - Bubbler - MP	D	B	S	B	R	S	S	S/B	S	I	S/B	S	R	B	D	D
Turf - Shrub - Annuals	S	T	T	T	T	S	T	S/T	T	I	S/T	T	T	T	S	S
Run Time (Program 1)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Run Time (Program 2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Battery Pack - Add a Zone - Double	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Zone Fault or Alarm	5	0	15	0	15	0	0	0	15	15	0					

CONTRACT/MAINT. REPAIRS

Maintenance Repairs																
Partially Clogged Nozzle																
Cut Drip Line																
Head Straightened / Adjusted																

BILLABLE REPAIR

Head Broken 6" Spray																
Head Broken 12" Spray																
Head Broken 4" Rotor																
Head Broken 6" Rotor																
Broken Riser																
Nozzle Fixed																
Nozzle MP Rotator																
Lateral Line Clogged																
Drip Line Clogged																
Drip Line Repair																
Lateral Line Break .5-1"																
Lateral Line 1.5"+																
Main Line Repair																
Valve Repair / Replacement																
Broken Valve Box																
Decoder																
Solenoid																
Valve Inoperable																

NEEDED UPGRADES

Spray Head 4 to 6"																
Spray Head 6 to 12"																
Rotor 4 to 6"																
Raise / Lower Head Turf																
Raise / Lower Head Shrub																
Relocate Head or Lateral																

Comments: zones #91-96 no time found on controller. zones #87, 86, 85, 83, 81
- no time on controller

Tech Name: Mathew

**HARMONY ON LAKE
ELOISE
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS D**

HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Ramada by Wyndham Davenport Orlando South</i> <i>43824 Highway 27, Davenport, Florida 33837-6808</i> <i>¹Holiday Inn Express & Suites – Orlando South, 4050 Hotel Drive, Davenport, Florida 33897</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 9, 2024 CANCELED	Regular Meeting	9:30 AM*
November 5, 2024	Landowners' Meeting	10:00 AM
November 13, 2024 CANCELED	Regular Meeting	9:30 AM*
December 11, 2024	Regular Meeting	9:30 AM*
January 8, 2025 <i>rescheduled to January 15, 2025</i>	Regular Meeting	9:30 AM*
January 15, 2025 ¹	Public Hearing and Regular Meeting	9:30 AM*
February 12, 2025 CANCELED	Regular Meeting	9:30 AM*
February 19, 2025 ¹	Special Meeting	9:30 AM*
March 12, 2025	Regular Meeting	9:30 AM*
April 9, 2025	Regular Meeting	9:30 AM*
May 14, 2025	Regular Meeting	9:30 AM*
June 11, 2025	Regular Meeting	9:30 AM*
July 9, 2025	Regular Meeting	9:30 AM*
August 13, 2025	Regular Meeting	9:30 AM*
September 10, 2025	Regular Meeting	9:30 AM*
<i>*Meetings will convene immediately following the adjournment of the Fox Branch Ranch CDD meetings, scheduled to commence at 9:30 AM, respectively.</i>		