

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

216 South Monroe Street
Tallahassee, Florida 32301

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

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

MEMORANDUM

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

Question

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

Discussion

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

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

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

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

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

Please note some important facts:

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

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

Attachment A

216 South Monroe Street
Tallahassee, Florida 32301

Reply To:
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Tallahassee, FL 32302-1833

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

MEMO

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

Questions Presented

1. May the District maintain infrastructure on private land?

2. May the District fund the maintenance of street lights on private property?

Answer

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

Discussion

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

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

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

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

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

A Florida Attorney General Opinion reasoned that a CDD is not authorized to levy a special assessment for the costs of repair and maintenance of district properties on property located outside the boundary of the CDD because nothing in sections 190.021 and 190.022 authorize a District to levy special assessments from lands outside the District. Op. Att'y Gen. Fla. 2007-05. Likewise, nothing in sections 190.021 or 190.022 authorizes a CDD to use the funds collected from special assessments to maintain non-District facilities: “It is the rule that a legislative direction as to how a thing shall be done is, in effect, a prohibition against its being done in any other way.”⁷ *Id.* The authorization to use the funds collected by special assessments for *district facilities and projects* is, in effect, a prohibition on using those funds for the maintenance of non-district facilities and projects.

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

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

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

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

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

Conclusion

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

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

Attachment B

216 South Monroe Street
Tallahassee, Florida 32301

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

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

November 1, 2019

Via Email

tkobrin@shutts.com

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

RE: Harmony CDD Maintenance Discontinuance

Dear Mr. Kobrin:

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

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

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

Sincerely,



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

TRQ/tal

cc: Kristen Suit, District Manager

EXHIBIT A

1. East entrance east parcel behind fence 31-26-32-0000-0012-0000; Harmony Square Dr, Harmony FL 34773
Legal Description: COM AT SE COR OF UTILITY TRACT 1, BIRCHWOOD NBHD B & C PB 14 PGS 67-73, N 30 DEG E 49.30 FT, N 60 DEG W 69.96 FT TO POB; CONT N 60 DEG W 544.05 FT TO NON-TAN CURVE, CONC W, RAD 351 FT, CENT ANG 27 DEG, (CH BEARING N 14 DEG E 166.64 FT), NLY ALONG CURVE 168.25 FT, N 17.28 FT TO POC, CONC E, RAD 449 FT, CENT ANG 15 DEG, (CH BEARING N 08 DEG E 119.54 FT), NLY ALONG CURVE 119.89 FT, N 15 DEG E 60.63 FT TO NON-TAN CURVE, CONC S, RAD 26.66 FT, CENT ANG 23 DEG, (CH BEARING S 86 DEG E 10.72 FT), ELY ALONG CURVE 10.80 FT, S 15 DEG E 25 FT, N 75 DEG W 21 FT, N 15 DEG E 384.88 FT TO POC, CONC SE, RAD 5 FT, CENT ANG 90 DEG, (CH BEARING N 60 DEGE 7.07 FT), NELY ALONG CURVE 7.85 FT, S 75 DEG E 228.50 FT, N 15 DEG E 55 FT, N 75 DEG W 9 FT, N 15 DEG E 279.50 FT TO POC, CONC SE, RAD 5 FT, CENT ANG 90 DEG, (CH BEARING N 60 DEG E 7.07 FT), NELY ALONG CURVE 7.85 FT, S 75 DEG E 59.49 FT TO POC, CONC N, RAD 1239.50 FT, CENT ANG 07 DEG, (CH BEARING S 78 DEG E 157.23 FT), ELY ALONG CURVE 157.33 FT, S 12 DEG W 263.82 FT, S 03 DEG W 457.37 FT, S 87 DEG E 129.81 FT, S 13 DEG E 171.38 FT TO POC, CONC W, RAD 125 FT, CENT ANG 13 DEG, CURVE 28.10 FT TO NON-TAN CURVE, CONC N, RAD 63 FT, CENT ANG 49 DEG, (CH BEARING S 78 DEG W 52.13 FT), WLY ALONG CURVE 53.75 FT, N 78 DEG W 52.11 FT, S 32 DEG W 394.43 FT TO POB LYING WITHIN 31-26-32.

2. East entrance east parcel includes fence 30-26-32-2612-000U-0010; East Irlo Bronson Mem Hwy, Harmony FL 34771
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73 INGRESS/EGRESS UTILITY TRACT 1 31-26-32

3. East entrance west parcel behind fence 30-26-32-2612-TRAC-00X0; 7250 Harmony Square Dr, Saint Cloud FL 34773
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73TRACT X FUTURE DEVELOPMENT LESS PLAT BIRCHWOOD TRACTS PHASE ONE PB 14 PGS 171-172

4. East entrance west parcel includes fence 30-26-32-2612-000U-0020; Harmony FL 34771
Legal Description: BIRCHWOOD NEIGHBORHOODS B & C PB 14 PGS 67-73 30, 31-26-32 INGRESS/EGRESS UTILITY TRACT 2

Attachment C



OSCEOLA COUNTY SHERIFF'S OFFICE

Deputy Report for Incident 20J038053

Nature: CIVIL MATTE 661

Address: 7272 HARMONY SQUARE DR
SOUTH
ST CLOUD F1 34773

Location: 9101

Offense Codes:

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

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

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

Offense Codes

Reported:	Observed:
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Circumstances

LTJ4 COMMERCIAL/OFFICE BUILDING
LT27 PARK/WOODLANDS/FIELD

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

Responsible Officer: PUIG, L	Agency: OCSO
Received By: REYES, C	Last Radio Log: 16 15:40 04/22/20 CMPLT
How Received: 0 OFFICER REPORT	Clearance: R REPORT TAKEN
When Reported: 15:32:58 04/22/20	Disposition: CLO Date: 04/22/20
Judicial Status:	Occurred between: 17:00:00 04/17i20
Misc Entry:	and: 15:32:49 04/22/20

Narrative

Written By: D/S L. Puig #1153

Incident #: 20I038053

Zone: 91

Offense: Information on civil matter

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

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

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

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

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

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

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

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

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

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

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



Osceola County Sheriff's Office

STATEMENT

Please fill out in full detail

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



**Osceola County
Sheriff's Office**

**STATEMENT
CONTINUATION**

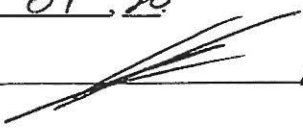
Please fill out in full detail

Case #: 20E038053

Code: <u>9</u>	Name (l.f.m) <u>TALLENDO, RICHARD CASEY</u>	D.O.B. <u>3/23/67</u>	Race <u>W</u>	Sex <u>M</u>
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and to put the wire back in the Rain Bird
 it would be created I was told the wires
 were disconnected back in December when there
 was a problem with a well so I continued
 to leave the Boxes alone and call my
 Boss to tell him what the problem was He
 Gearheart also stated that Steve Bohue told
 Gearheart to shut down the water there
 also was a witness with me Danys
 abrahamson from the Sheriff Department he
 was also heard what I am saying right
 now.

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

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

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

Signature: Richard C Talendo

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

Attachment D



55.2.10

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

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

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

DOC STAMPS: 0.70

DRAINAGE EASEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

CL 2002171814

OR 2125/2080

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

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

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

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

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

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

CL 2002171814

OR 2125/2081

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

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

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

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

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

CL 2002171814

OR 2125/2082

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

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

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

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

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

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

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

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

and in the case of Grantee to:

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

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

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

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

Signed, sealed and delivered

"Grantor"

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in the presence of:

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

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

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

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

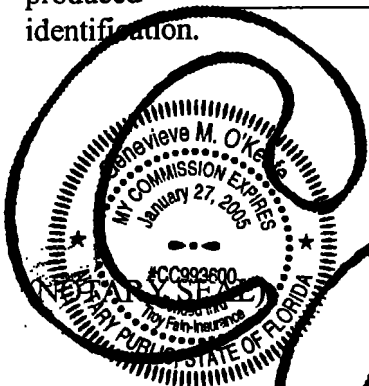
[Signature]
Signature of Witness
Print Name: LORI DESROSIER

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STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

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



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

STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

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



(NOTARY SEAL)

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

EXHIBIT "A"

DISTRICT PROPERTY

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

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S.69°49'34"E., a distance of 91.03 feet; thence S.89°40'07"E., a distance of 89.03 feet; thence N.70°55'38"E., a distance of 83.19 feet; thence S.89°22'59"E., a distance of 221.92 feet; thence S.69°59'35"E., a distance of 98.46 feet; thence S.60°24'46"E., a distance of 184.64 feet; thence S.46°10'44"E., a distance of 142.24 feet; thence S.38°35'23"W., a distance of 91.08 feet; thence S.23°01'48"E., a distance of 32.07 feet; thence S.68°58'58"E., a distance of 56.41 feet; thence S.30°04'49"E., a distance of 56.06 feet; thence S.17°19'41"W., a distance of 79.33 feet; thence S.43°27'17"W., a distance of 80.28 feet; thence S.23°20'46"W., a distance of 136.67 feet; thence S.39°31'49"W., a distance of 88.43 feet; thence S.64°16'07"W., a distance of 145.65 feet; thence S.41°38'31"W., a distance of 55.43 feet; thence S.07°17'01"W., a distance of 78.29 feet; thence S.26°24'12"W., a distance of 71.91 feet; thence S.48°50'35"W., a distance of 147.15 feet; thence S.11°00'14"E., a distance of 74.42 feet; thence S.12°36'48"W., a distance of 79.78 feet; thence S.28°27'24"W., a distance of 122.76 feet; thence S.32°23'00"W., a distance of 268.90 feet; thence S.19°27'38"W., a distance of 84.25 feet; thence S.05°42'21"W., a distance of 78.38 feet; thence S.07°19'39"W., a distance of 126.97 feet; thence S.29°53'06"W., a distance of 150.93 feet; thence S.32°03'36"W., a distance of 198.15 feet; thence S.37°15'55"W., a distance of 120.01 feet; thence S.44°13'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°13'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°16'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°27'34"W., a distance of 164.59 feet; thence S.05°48'45"W., a distance of 159.14 feet; thence S.10°15'19"E., a distance of 189.83 feet; thence S.42°49'07"E., a distance of 288.98 feet; thence S.38°19'26"E., a distance of 297.38 feet; thence S.18°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.19°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.18°14'56"E., a distance of 115.87 feet; thence N.62°00'21"E., a distance of 139.54 feet; thence N.85°46'15"E., a distance of 134.79 feet; thence S.64°35'35"E., a distance of 101.32 feet; thence S.46°39'27"E., a distance of 161.64 feet; thence N.50°08'19"E., a distance of 175.86 feet; thence N.66°49'55"W., a distance of 70.74 feet; thence N.35°28'27"W., a distance of 147.51 feet; thence N.26°58'59"W., a distance of 225.93 feet; thence N.26°32'21"W., a distance of 184.57 feet; thence N.14°54'44"W., a distance of 96.45 feet; thence N.23°29'05"E., a distance of 68.20 feet; thence N.29°13'57"E., a distance of 76.89 feet; thence N.14°57'11"E., a distance of 115.23 feet; thence N.39°34'46"E., a distance of 97.93 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.08°42'07"E., a distance of 126.60 feet; thence N.31°49'06"E., a distance of 104.86 feet; thence N.56°51'04"E., a distance of 133.71 feet; thence N.76°16'42"E., a distance of 122.54 feet; thence N.26°32'59"E., a distance of 109.00 feet; thence N.55°54'46"E., a distance of 157.23 feet; thence N.07°05'59"E., a distance of 43.40 feet; thence N.22°28'06"W., a distance of 136.76 feet; thence N.35°45'47"W., a distance of 204.88 feet; thence N.49°43'05"W., a distance of 125.18 feet; thence N.15°22'36"W., a distance of 72.78 feet; thence N.06°45'32"E., a distance of 95.03 feet; thence N.25°50'31"E., a distance of 125.55 feet; thence N.32°58'21"E., a distance of 244.53 feet; thence N.25°27'47"E., a distance of 174.39 feet; thence N.24°40'25"E., a distance of 162.54 feet; thence N.33°56'09"E., a distance of 209.31 feet; thence N.33°09'35"E., a distance of 230.29 feet; thence N.62°58'04"E., a distance of 99.27 feet; thence S.86°48'49"E., a distance of 35.96 feet; thence N.01°26'05"E., a distance of 48.79 feet; thence N.30°31'39"E., a distance of 116.31 feet; thence N.48°12'58"E., a distance of 120.58 feet; thence N.23°27'45"E., a distance of 135.04 feet; thence N.15°08'58"W., a distance of 110.36 feet; thence N.25°28'12"W., a distance of 244.31 feet; thence N.28°06'13"W., a distance of 172.87 feet; thence N.07°32'42"W., a distance of 154.27 feet; thence N.03°28'37"E., a distance of 117.54 feet; thence N.22°19'02"W., a distance of 78.40 feet; thence N.30°52'36"W., a distance of 144.54 feet; thence N.15°36'17"W., a distance of 150.68 feet; thence N.00°09'12"E., a distance of 160.40 feet; thence N.33°49'20"E., a distance of 47.85 feet; thence N.68°41'58"E., a distance of 50.49 feet; thence N.71°42'50"E., a distance of 81.17 feet; thence N.59°09'20"E., a distance of 121.60 feet; thence N.84°51'29"E., a distance of 106.60 feet; thence S.70°25'07"E., a distance of 119.57 feet; thence S.68°47'05"E., a distance of 293.37 feet; thence S.45°08'54"E., a distance of 59.39 feet; thence S.18°03'36"E., a distance of 205.37 feet; thence S.53°04'49"E., a distance of 53.52 feet; thence

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

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

Containing 888.35 acres, more or less.

COPY

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

PLAT BOOK 14 PAGE 68

LEGAL DESCRIPTON:

A parcel of land lying in Sections 19 & 30 & 31, T 26 S, R 32 E, Osceola County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 30, T 26 S, R 32 E, (being a found 4'x4" concrete monument), run thence N00°27'29"W, along the West line of said Section 30, a distance of 2,116.59 Feet to a point on the southerly right of way line of State Road No. 500 (being a found 4'x4" concrete monument, with the top broken); thence continue northerly along said line, a distance of 76.29 Feet, to a point on the northerly right of way line of State Road No. 500; thence S60°13'23"E, along said northerly right of way line, a distance of 3652.94 Feet to the POINT OF BEGINNING; thence N22°54'52"E, a distance of 116.98 Feet; thence N67°05'08"W, a distance of 40.20 Feet; thence N22°54'23"E, a distance of 107.33 Feet; thence S67°05'37"E, a distance of 264.57 Feet; thence N22°57'50"E, a distance of 43.34 Feet; thence N17°06'58"E, a distance of 312.88 Feet; thence N14°11'20"E, a distance of 76.77 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S74°30'48"E, a radial distance of 2,302.13 Feet and having a chord bearing of N18°42'24"E, 258.62 Feet; thence northerly along the arc, through a central angle of 06°26'24", a distance of 258.75 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N23°59'51"E, a radial distance of 850.50 Feet and having a chord bearing of N54°30'07"W, 339.14 Feet; thence northwesterly along the arc, through a central angle of 2°33'00"4", a distance of 341.43 Feet; thence N43°00'05"W, a distance of 277.26 Feet to a point of curve to the left having a radius of 965.00 Feet, a central angle of 08°07'35", and a chord bearing of N47°03'53"W, 136.75 Feet; thence northwesterly along the arc a distance of 136.87 Feet; thence N51°07'41"W, a distance of 91.64 Feet to a point of curve to the left having a radius of 780.77 Feet, a central angle of 26°35'59", and a chord bearing of N64°25'41"W, 359.23 Feet; thence northwesterly along the arc a distance of 362.47 Feet; thence N77°33'40"W, a distance of 95.65 Feet to a point of curve to the left having a radius of 10.00 Feet, a central angle of 60°53'36", and a chord bearing of S71°49'32"W, 10.13 Feet; thence westerly along the arc a distance of 10.63 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 116°56'48"; thence westerly along the arc, a distance of 173.49 Feet to a point of reverse curve to the left having a radius of 20.00 Feet and a central angle of 50°28'55"; thence northwesterly along the arc, a distance of 17.62 Feet to a point of reverse curve to the right having a radius of 1,505.30 Feet and a central angle of 35°42'48"; thence northwesterly along the arc, a distance of 938.27 Feet to a point of reverse curve to the left having a radius of 1,155.00 Feet and a central angle of 11°51'46"; thence northwesterly along the arc, a distance of 239.14 Feet; thence N48°18'21"W, a distance of 65.16 Feet; thence S41°41'39"W, a distance of 5.50 Feet; thence N48°18'21"W, a distance of 92.81 Feet; thence N41°41'39"E, a distance of 100.00 Feet; thence S48°18'21"E, a distance of 92.81 Feet; thence S41°41'39"W, a distance of 47.33 Feet; thence N43°42'24"E, a distance of 200.05 Feet; thence S86°55'34"E, a distance of 29.68 Feet; thence N84°02'48"E, a distance of 116.21 Feet; thence N65°23'36"E, a distance of 142.33 Feet; thence N54°38'41"E, a distance of 66.38 Feet; thence N05°38'44"W, a distance of 51.87 Feet; thence N20°55'55"E, a distance of 118.31 Feet; thence N24°21'19"E, a distance of 96.11 Feet; thence N17°48'37"W, a distance of 73.93 Feet; thence N24°11'09"W, a distance of 59.20 Feet; thence N57°00'02"W, a distance of 108.89 Feet; thence N31°58'18"W, a distance of 123.05 Feet; thence N1°30'54"W, a distance of 64.44 Feet; thence N35°58'59"W, a distance of 34.46 Feet; thence N82°48'13"E, a distance of 94.48 Feet; thence S88°31'05"E, a distance of 173.33 Feet; thence S33°28'01"E, a distance of 61.27 Feet; thence S25°28'33"E, a distance of 59.79 Feet; thence S34°38'06"E, a distance of 62.23 Feet; thence S02°29'55"W, a distance of 50.54 Feet; thence S45°39'24"E, a distance of 47.87 Feet; thence N81°30'52"E, a distance of 51.04 Feet; thence N86°50'49"E, a distance of 38.19 Feet; thence N46°32'33"E, a distance of 42.39 Feet; thence N37°45'51"E, a distance of 30.59 Feet; thence N07°13'59"W, a distance of 41.45 Feet; thence

N70°21'25"E, a distance of 34.66 Feet; thence N66°21'16"E, a distance of 38.54 Feet; thence N37°27'56"E, a distance of 49.76 Feet; thence N57°01'59"E, a distance of 82.39 Feet; thence N07°56'40"E, a distance of 51.88 Feet; thence N15°43'38"E, a distance of 33.09 Feet; thence N19°51'00"W, a distance of 49.10 Feet; thence N79°44'03"W, a distance of 23.22 Feet; thence S58°57'33"W, a distance of 43.77 Feet; thence N35°25'59"W, a distance of 45.98 Feet; thence N89°40'50"W, a distance of 58.65 Feet; thence S67°25'40"W, a distance of 52.36 Feet; thence S89°01'04"W, a distance of 46.30 Feet; thence N72°40'28"W, a distance of 68.69 Feet; thence S66°59'03"W, a distance of 60.89 Feet; thence N36°26'58"W, a distance of 20.42 Feet; thence N46°40'35"W, a distance of 63.47 Feet; thence N05°16'45"W, a distance of 54.37 Feet; thence N09°10'50"E, a distance of 61.45 Feet; thence N35°27'22"E, a distance of 45.00 Feet; thence N30°34'39"W, a distance of 61.03 Feet; thence N63°31'20"W, a distance of 88.49 Feet; thence N72°50'50"W, a distance of 120.33 Feet; thence S48°40'46"W, a distance of 99.22 Feet; thence S53°39'17"W, a distance of 48.69 Feet; thence S27°50'08"W, a distance of 70.62 Feet; thence S35°20'25"W, a distance of 54.30 Feet; thence S86°26'30"W, a distance of 60.36 Feet; thence N39°27'55"W, a distance of 72.72 Feet; thence N24°29'43"W, a distance of 97.47 Feet; thence N21°18'03"W, a distance of 66.61 Feet; thence N11°25'04"W, a distance of 59.59 Feet; thence N02°57'15"W, a distance of 61.69 Feet; thence N24°51'10"E, a distance of 86.51 Feet; thence N17°56'43"W, a distance of 41.95 Feet; thence N23°35'43"E, a distance of 222.95 Feet; thence S70°17'45"E, a distance of 363.26 Feet; thence S72°52'48"E, a distance of 432.55 Feet; thence S64°33'09"E, a distance of 43.62 Feet; thence N20°38'30"E, a distance of 102.54 Feet; thence N70°27'06"W, a distance of 31.56 Feet; thence N19°04'42"E, a distance of 53.00 Feet; thence S70°27'53"E, a distance of 31.53 Feet to the point of curve of a parabolic curve to the right, of which the radius point lies S68°33'23"E, a radial distance of 1,593.63 Feet and having a chord bearing of N22°32'48"E, 65.06 Feet; thence northeasterly along the arc, through a central angle of 02°20'21", a distance of 65.06 Feet; thence N23°42'58"E, a distance of 121.90 Feet; thence N23°21'57"E, a distance of 370.84 Feet; thence N69°31'18"W, a distance of 78.01 Feet; thence N24°27'34"E, a distance of 83.19 Feet; thence S69°42'39"E, a distance of 93.57 Feet; thence N23°05'21"E, a distance of 251.25 Feet; thence N65°35'14"W, a distance of 65.19 Feet; thence N23°21'57"E, a distance of 78.99 Feet; thence S66°38'06"E, a distance of 336.79 Feet to a point of curve to the left having a radius of 868.00 Feet, a central angle of 25°52'07", and a chord bearing of S79°34'10"E, 388.58 Feet; thence easterly along the arc a distance of 391.90 Feet; thence N87°29'47"E, a distance of 118.32 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies N02°18'45"W, a radial distance of 931.80 Feet and having a chord bearing of N82°35'29"E, 165.54 Feet; thence easterly along the arc, through a central angle of 10°11'32", a distance of 165.76 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 66°01'36"; thence northeasterly along the arc, a distance of 11.52 Feet to a point of reverse curve to the right having a radius of 85.00 Feet and a central angle of 128°06'55"; thence easterly along the arc, a distance of 190.06 Feet; thence N62°43'51"E, a distance of 406.64 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S25°23'24"E, a radial distance of 1,267.22 Feet and having a chord bearing of N88°45'31"E, 183.34 Feet; thence easterly along the arc, through a central angle of 08°17'49", a distance of 183.50 Feet; thence N09°33'15"W, a distance of 79.95 Feet; thence N80°26'45"E, a distance of 70.00 Feet; thence S09°33'15"E, a distance of 83.62 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies S09°55'08"E, a radial distance of 795.50 Feet and having a chord bearing of N82°55'37"E, 78.99 Feet; thence easterly along the arc, through a central angle of 05°41'29", a distance of 79.02 Feet; thence S05°04'07"E, a distance of 70.82 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S04°22'07"E, a radial distance of 729.02 Feet and having a chord bearing of S81°01'38"W, 117.04 Feet; thence westerly along the arc, through a central angle of 09°12'31", a distance of 117.17 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S12°17'52"E, a radial distance of 672.61 Feet and having a chord bearing of S71°42'10"W, 140.60 Feet; thence westerly along the arc, through a central angle of 11°59'56", a distance of 140.86 Feet; thence S63°47'29"W, a distance of 44.94 Feet; thence S63°09'52"W, a distance of 424.90 Feet to the point of curve of a non tangent curve to the right, of which the radius point lies N77°05'50"W, a radial distance of 85.00 Feet and having a chord bearing of S28°03'33"W, 44.45 Feet; thence southwesterly along the arc, through a central angle of 30°18'46", a distance of 44.97 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of

49°11'40"; thence southwesterly along the arc, a distance of 8.59 Feet to a point of reverse curve to the right having a radius of 817.08 Feet and a central angle of 62°27'19"; thence southwesterly along the arc, a distance of 890.66 Feet; thence N33°21'41"W, a distance of 3.50 Feet; thence S56°37'45"W, a distance of 216.31 Feet to a point of curve to the left having a radius of 720.00 Feet, a central angle of 51°01'51", and a chord bearing of S31°06'50"W, 620.29 Feet; thence southwesterly along the arc a distance of 641.27 Feet; thence S05°35'54"W, a distance of 229.33 Feet to a point of curve to the right having a radius of 1,545.00 Feet, a central angle of 25°12'46", and a chord bearing of S18°12'17"W, 674.40 Feet; thence southwesterly along the arc, a distance of 679.87 Feet; thence S30°48'40"W, a distance of 300.39 Feet to a point of curve to the left having a radius of 1,003.50 Feet, a central angle of 25°55'03", and a chord bearing of S17°51'09"W, 450.07 Feet; thence southerly along the arc a distance of 453.93 Feet to a point of compound curve to the left having a radius of 10.00 Feet and a central angle of 61°17'01"; thence southeasterly along the arc, a distance of 10.70 Feet to a point of reverse curve to the right having a radius of 95.00 Feet and a central angle of 38°11'09"; thence southeasterly along the arc, a distance of 63.31 Feet to a point of reverse curve to the left having a radius of 10.00 Feet and a central angle of 59°32'50"; thence southeasterly along the arc, a distance of 10.39 Feet; thence S77°45'05"E, a distance of 87.88 Feet to a point of curve to the right having a radius of 860.84 Feet, a central angle of 26°37'25", and a chord bearing of S64°26'23"E, 396.42 Feet; thence southeasterly along the arc a distance of 400.00 Feet; thence S51°07'41"E, a distance of 91.64 Feet to a point of curve to the right having a radius of 1,045.00 Feet, a central angle of 08°07'55", and a chord bearing of S47°03'54"E, 148.09 Feet; thence southeasterly along the arc a distance of 148.22 Feet; thence S43°00'05"E, a distance of 276.31 Feet to a point of curve to the left having a radius of 770.50 Feet, a central angle of 31°43'32", and a chord bearing of S58°51'51"E, 421.21 Feet; thence southeasterly along the arc a distance of 426.64 Feet; thence S74°43'37"E, a distance of 449.79 Feet; thence S15°16'23"W, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 420.00 Feet; thence N15°16'23"E, a distance of 8.50 Feet; thence S74°43'37"E, a distance of 84.00 Feet; thence S15°16'23"W, a distance of 24.50 Feet; thence N74°43'37"W, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 40.50 Feet; thence S73°34'52"E, a distance of 25.00 Feet; thence S15°16'23"W, a distance of 15.00 Feet; thence N74°43'37"W, a distance of 24.00 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 279.50 Feet; thence S74°43'37"E, a distance of 9.00 Feet; thence S15°16'23"W, a distance of 55.00 Feet; thence N74°43'37"W, a distance of 228.50 Feet to a point of curve to the left having a radius of 5.00 Feet, a central angle of 90°00'00", and a chord bearing of S60°16'23"W, 7.07 Feet; thence southwesterly along the arc a distance of 7.85 Feet; thence S15°16'23"W, a distance of 384.88 Feet; thence S74°43'37"E, a distance of 21.00 Feet; thence S15°16'23"W, a distance of 25.00 Feet to the point of curve of a non tangent curve to the left, of which the radius point lies S15°12'13"W, a radial distance of 26.66 Feet and having a chord bearing of N86°23'53"W, 10.72 Feet; thence westerly along the arc, through a central angle of 2°31'12", a distance of 10.80 Feet; thence S15°16'24"W, a distance of 60.63 Feet to a point of curve to the left having a radius of 449.00 Feet, a central angle of 15°17'58", and a chord bearing of S07°37'25"W, 119.54 Feet; thence southerly along the arc a distance of 119.89 Feet; thence S00°01'35"E, a distance of 17.28 Feet to a point of curve to the right having a radius of 351.00 Feet, a central angle of 27°27'51", and a chord bearing of S13°42'21"W, 166.64 Feet; thence southerly along the arc a distance of 168.25 Feet; thence S60°13'55"E, a distance of 814.01 Feet; thence S29°46'05"W, a distance of 49.30 Feet, to a point on the aforesaid northerly right of way line of State Road No. 500; thence N60°13'23"W, along said northerly right of way line, a distance of 1785.13 Feet to the POINT OF BEGINNING.

Containing 111.88 Acres, more or less.

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



PLAT BOOK 14 PAGE 69

SECTION 24

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

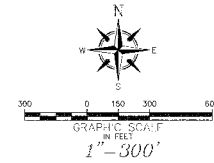
SECTION 19

SECTION 20

24 19
25 30

19 20
30 29

RANGE 31 EAST
RANGE 32 EAST



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

SHEET 7 OF 7
SHEET 6 OF 7

SHEET 5 OF 7
SHEET 4 OF 7

SECTION 25

SECTION 30

SECTION 29

N00°27'29"W
76.29'

FOUND 4"x4" CONCRETE MONUMENT (TOP BROKEN)

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

WEST LINE OF SECTION 30-26-32

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

SECTION 36

25 30
36 31

30 29
31 32

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

SECTION 31

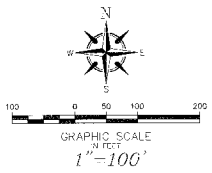
SECTION 32

SHEET 3 OF 7



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

SEE SHEET 5 OF 7



MATCH LINE "A"
MATCH LINE "A"

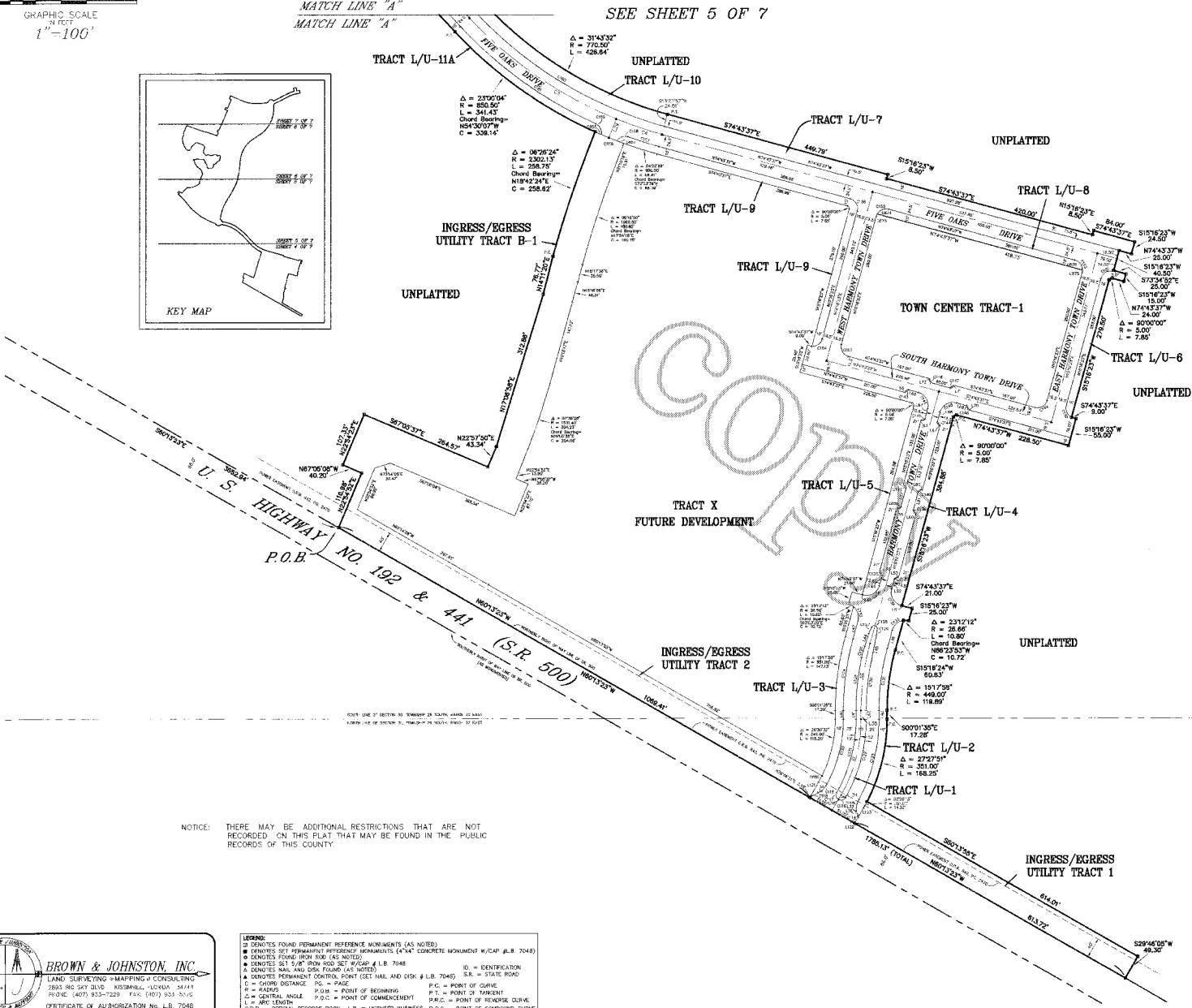
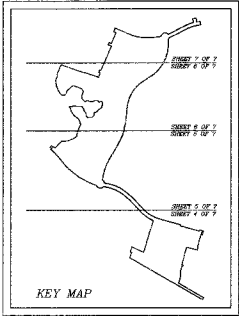


Table with columns: CHAIN, LENGTH, AREA, PERCENT, AREA, AREA, AREA, AREA. Contains detailed area and chain length data for various sections of the plat.

30 29
31 32

INDEX TABLE listing various points and distances with corresponding bearings and distances.

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

BROWN & JOHNSTON, INC. LAND SURVEYING & MAPPING CONSULTING. 2605 960 SW 51ST AVE. KISSIMEE, FLORIDA 34741. PHONE: (407) 933-7228 FAX: (407) 933-7016. CERTIFICATE OF AUTHORIZATION No. L.B. 7048

LEGEND: 13 DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED). 14 DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP # L.B. 7048). 15 DENOTES SET 1/2" IRON ROD SET W/CAP # L.B. 7048. 16 DENOTES SET 1/2" IRON ROD SET W/CAP # L.B. 7048. 17 DENOTES PERMANENT CONTROL POINT (SET NAIL AND DISK # L.B. 7048). S.R. = STATE ROAD. C = CURVE DISTANCE. P.C. = POINT OF CURVE. P.T.C. = POINT OF TANGENT. P.O.B. = POINT OF BEGINNING. P.O.C. = POINT OF CURVE. P.O.T. = POINT OF TANGENT. P.O.I. = POINT OF INTERSECTION. P.O.E. = POINT OF EGRESS. P.O.S. = POINT OF SIGHT. P.O.D. = POINT OF DEPARTURE. P.O.R. = POINT OF REVERSE CURVE. P.O.C. = POINT OF COMPOUND CURVE. D.R.B. = DEED RECORDS BOOK. L.B. = LICENSED BUSINESS. P.C.C. = POINT OF COMPOUND CURVE.

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

PLAT BOOK 14 PAGE 71

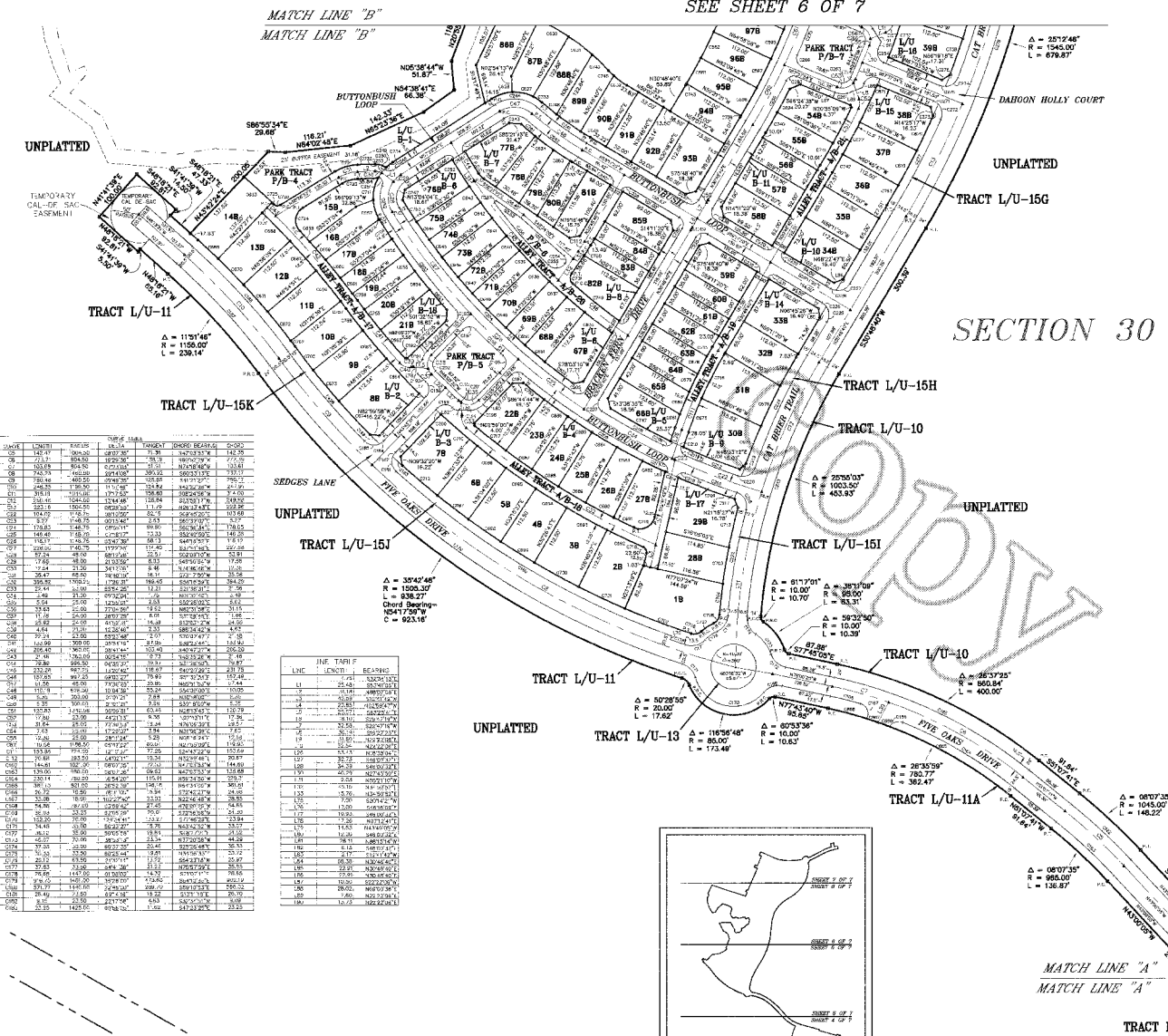
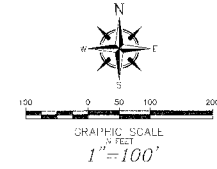
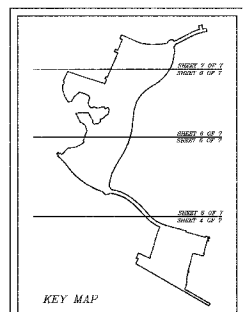


Table with columns: CURVE, CHORD, AREA, PERIMETER, POINTS, etc. It lists detailed data for various curves and points on the plat.

Table with columns: CURVE, CHORD, AREA, PERIMETER, POINTS, etc. It lists detailed data for various curves and points on the plat.

Table with columns: LINE, LENGTH, BEARING, etc. It lists data for individual lines and bearings on the plat.

Table with columns: LINE, LENGTH, BEARING, etc. It lists data for individual lines and bearings on the plat.



LEGEND: UNDEVELOPED FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED), BROWN & JOHNSTON, INC. LAND SURVEYING & MAPPING CONSULTING, 2300 E. 10th St., Ocala, Florida 34744

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

SEE SHEET 4 OF 7

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

SEE SHEET 7 OF 7

SEE SHEET 5 OF 7

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

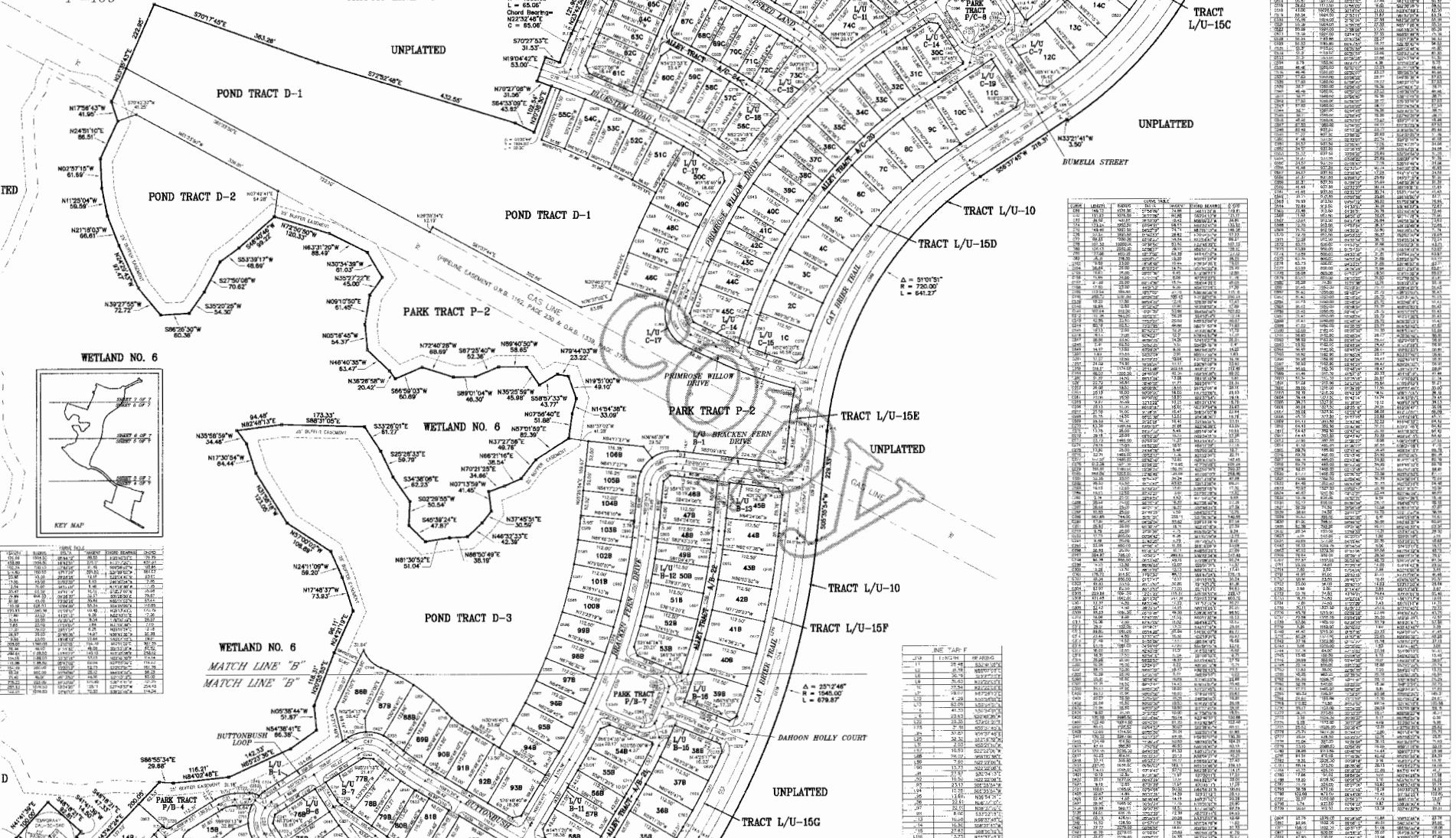
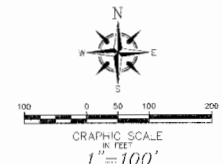


Table with 4 columns: TRACT NO., AREA (SQ. FT.), AREA (ACRES), and COMMENTS. Lists various tracts and their corresponding areas.

Table with 4 columns: DISTANCE, BEARING, CURVE DATA, and COMMENTS. Provides specific measurements for curved boundaries.

Large vertical table with multiple columns containing detailed survey data, including bearings, distances, and curve information for various points and lines.

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

LEGEND: DENOTES FOUND PERMANENT REFERENCE MONUMENTS (AS NOTED), DENOTES SET PERMANENT REFERENCE MONUMENTS (4"x4" CONCRETE MONUMENT W/CAP #LB-7048), DENOTES SET 5/8" IRON ROD SET W/CAP # LB-7048, DENOTES NAIL AND DISK FIGURE (AS NOTED), DENOTES POINT OF BEGINNING, DENOTES POINT OF COMMERCE, DENOTES POINT OF CURVE, DENOTES POINT OF TANGENT, DENOTES POINT OF REVERSE CURVE, DENOTES POINT OF COMPOUND CURVE.

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

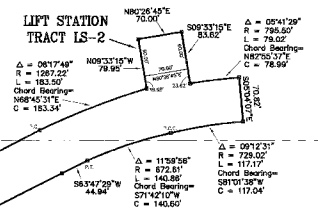
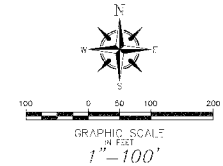


Table with columns for bearings and distances, listing survey data for various tracts.

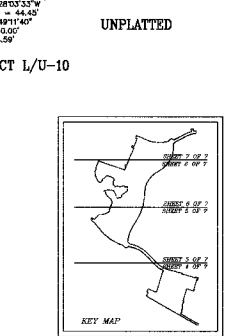
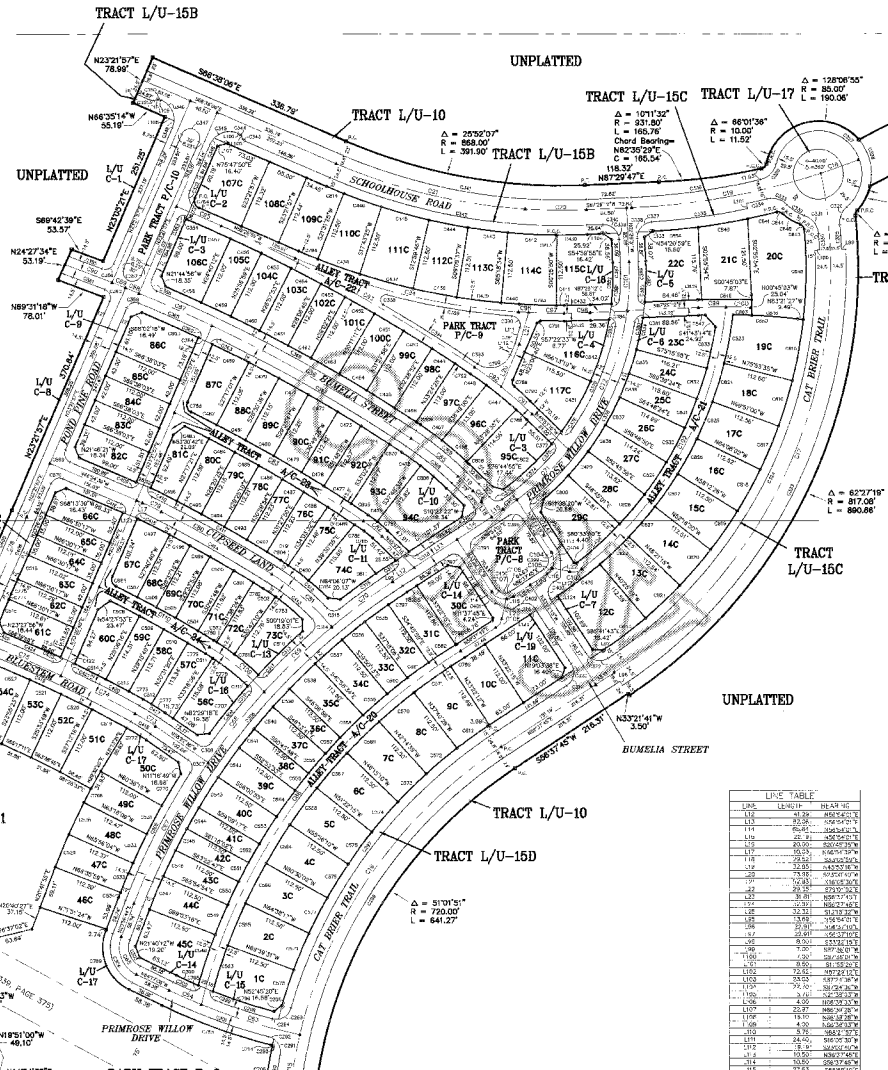
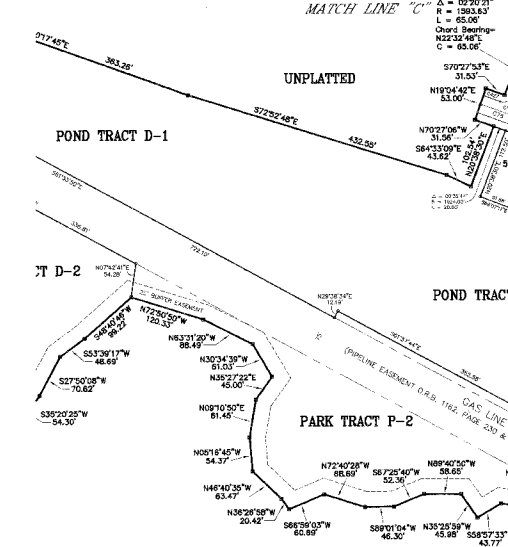


Table with columns for bearings and distances, listing survey data for various tracts.

TABLE showing curve data for various tracts, including stationing and curve information.

Table with columns for bearings and distances, listing survey data for various tracts.

BROWN & JOHNSTON, INC. LAND SURVEYING & MAPPING CONSULTING. CERTIFICATE OF AUTHORIZATION No. LB. 7048.

SEE SHEET 6 OF 7

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

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

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

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

DOC STAMPS: 0.70

SECOND AMENDMENT OF
DRAINAGE EASEMENT

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

WITNESSETH:

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

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

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

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

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DR 2390/1460

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

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

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

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

[signature pages follow]

TOP

CL 2003224213

OR 2390/1461

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

Signed, sealed and delivered in the presence of:

"Grantor"

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

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

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

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

[Signature]
Signature of Witness
Print Name: CAROLYN McARTHUR

Signed, sealed and delivered in the presence of:

"Grantee"

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

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

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

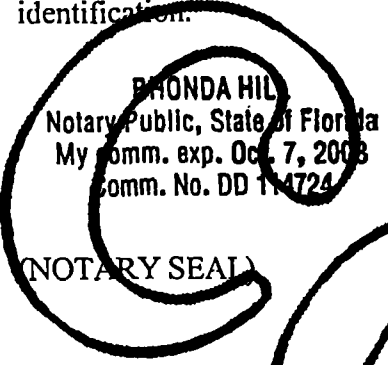
[Signature]
Signature of Witness
Print Name: Kathleen M. Bollhofer

CL 2003224213

OR 2390/1462

STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

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



Rhonda Hill
(Notary Signature)

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

STATE OF FLORIDA)
) SS.
COUNTY OF Osceola)

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



Brenda L. Wright
(Notary Signature)

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

(NOTARY SEAL)

8
3P

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

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

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

DGC STAMPS: 0.00

THIRD AMENDMENT OF
DRAINAGE EASEMENT

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

WITNESSETH:

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

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

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

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

CL 2004213389

OR 2629/289

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

Signed, sealed and delivered
in the presence of:

“Grantor”

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

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

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

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

Signed, sealed and delivered
in the presence of:

“Grantee”

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

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

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

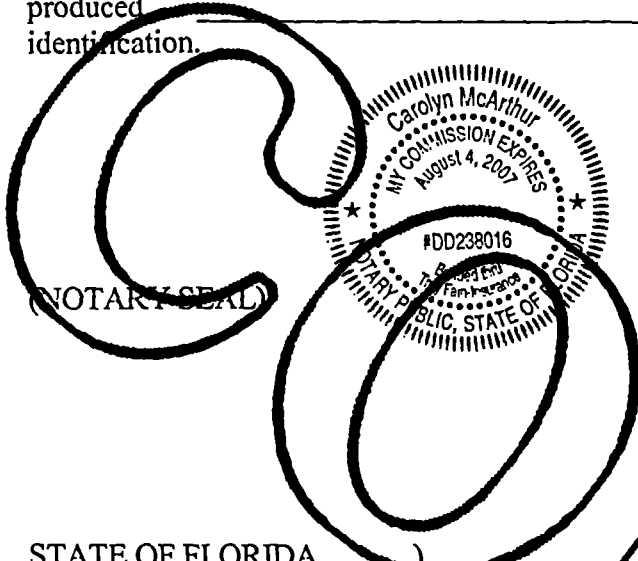
Rhonda Hill
Signature of Witness
Print Name Rhonda Hill

CL 2004213389

OR 2629/290

STATE OF FLORIDA)
) SS.
COUNTY OF OSCEOLA)

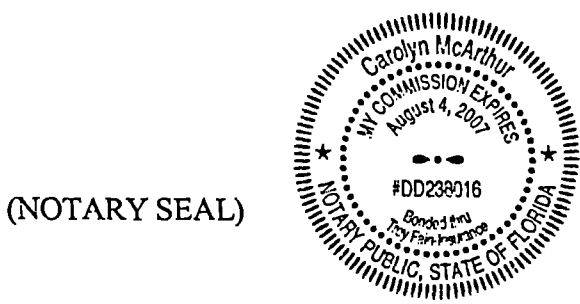
The foregoing instrument was acknowledged before me this 21st day of OCTOBER, 2004, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership,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



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

STATE OF FLORIDA)
) SS.
COUNTY OF OSCEOLA)

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



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

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

Attachment F

216 South Monroe Street
Tallahassee, Florida 32301

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

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

August 14, 2020

Via E-Mail

hmarks@burr.com

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

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

Dear Mr. Marks:

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

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

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

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

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

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

Sincerely,



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

TRQ/srt

cc: Harmony CDD Board of Supervisors
Steve Boyd
Kristen Suit