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

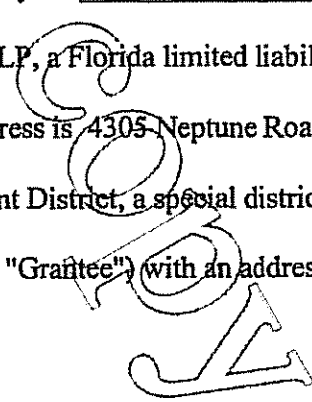
LARRY WHALEY 12P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

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 7<sup>th</sup> 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. 11<sup>th</sup> 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.

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

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 itself, 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

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

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  
10300 N.W. 11<sup>th</sup> 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"

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

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

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

Carolyn McArthur  
Signature of Witness  
Print Name: CAROLYN McARTHUR

Signed, sealed and delivered  
in the presence of:

"Grantee"

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

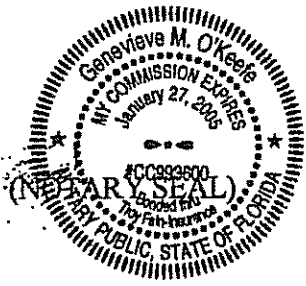
Brenda L. Wright  
Signature of Witness  
Print Name: Brenda L. Wright

By: Garet L. Moten  
Print Name: GARET L. MOTEN  
As its: SECRETARY / MANAGER

Lori Desrosiers  
Signature of Witness  
Print Name: LORI DESROSIERS

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

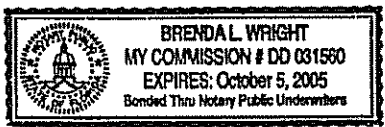
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2002, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the 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 7<sup>th</sup> day of June, 2002, by Gary L. Moyer, 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.



(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., 958.25 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°39'44"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°10'04"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.49°19'43"E., a distance of 26.55 feet; thence S.50°30'42"E., a distance of 199.26 feet; thence S.69°32'18"E., a distance of 37.49 feet; thence N.28°10'07"E., a distance of 81.94 feet; thence N.46°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.89°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 303.63 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.17°58'43"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 47.84 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 115.03 feet; thence S.64°04'34"E., a distance of 121.52 feet; thence S.73°52'55"E., a distance of 373.73 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 223.48 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 160.51 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

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°53'57"W., a distance of 190.75 feet; thence S.54°43'51"W., a distance of 209.32 feet; thence S.64°43'47"W., a distance of 197.54 feet; thence S.72°36'17"W., a distance of 190.31 feet; thence S.77°06'35"W., a distance of 183.44 feet; thence S.53°38'56"W., a distance of 167.36 feet; thence S.29°25'34"W., a distance of 164.56 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 267.38 feet; thence S.38°16'44"E., a distance of 330.61 feet; thence S.37°24'44"E., a distance of 317.44 feet; thence N.59°19'00"E., a distance of 97.26 feet; thence N.03°19'11"E., a distance of 154.72 feet; thence N.28°04'58"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°36'27"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 164.57 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 97.95 feet; thence N.16°22'07"E., a distance of 76.52 feet; thence N.68°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°45'17"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 184.39 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 89.27 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

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°36'34"E., a distance of 71.23 feet; thence S.14°23'47"E., a distance of 141.83 feet; thence  
 S.08°24'31"W., a distance of 97.45 feet; thence S.56°19'40"W., a distance of 54.91 feet; thence  
 S.80°37'00"W., a distance of 126.99 feet; thence S.43°08'49"E., a distance of 111.73 feet; thence  
 S.07°20'59"E., a distance of 113.82 feet; thence S.27°01'32"W., a distance of 103.02 feet; thence  
 S.41°29'41"W., a distance of 119.95 feet; thence S.61°10'24"W., a distance of 219.05 feet; thence  
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 S.01°27'42"W., a distance of 186.11 feet; thence S.05°51'20"E., a distance of 144.67 feet; thence  
 S.13°24'51"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 20.53 feet; thence S.09°13'06"E., a distance of 102.63 feet; thence  
 S.09°07'35"W., a distance of 117.47 feet; thence S.02°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°39'27"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 204.79 feet; thence S.55°45'48"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 56.06 feet; thence  
 S.13°18'43"W., a distance of 225.35 feet; thence N.80°13'47"E., a distance of 153.38 feet; thence  
 S.76°14'33"E., a distance of 145.22 feet; thence S.65°22'29"E., a distance of 124.00 feet; thence  
 S.35°13'45"E., a distance of 104.11 feet; thence S.02°14'08"W., a distance of 58.30 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 106.42 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 77.83 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

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 995.95 acres, more or less.

COPY

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

LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2002171815 OR 2125/2090  
DLB Date 10/10/2002 Time 10:31:22

FIRST AMENDMENT OF  
DRAINAGE EASEMENT

This First Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 13<sup>th</sup> day of July, 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") whose address is 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida 33701.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2078 (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 Neighborhoods B & C as recorded in the Public Records of Osceola County, Florida at Plat Book 14, Page 67.
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.

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

[Signature]  
Signature of Witness  
Print Name: Vince Smith Jr.

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

[Signature]  
Signature of Witness  
Print Name Mark Lieblich

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: Tom Franklin

By: [Signature]  
Print Name: Gregory S. Butterfield  
As its: Board Chairman

[Signature]  
Signature of Witness  
Print Name GARY L MOYER

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 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.



Mark Lieblich  
MY COMMISSION # CC778080 EXPIRES  
December 21, 2002  
BONDED THRU TROY FAIR INSURANCE, INC.

(NOTARY SEAL)

Mark Lieblich  
(Notary Signature)

Mark Lieblich  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_

**COPIES**

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

The foregoing instrument ~~was~~ acknowledged before me this 1<sup>st</sup> day of July, 2002, by Gregory S. Butterfield, as Board Chairman, 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.



Mark Lieblich  
MY COMMISSION # CC778080 EXPIRES  
December 21, 2002  
BONDED THRU TROY FAIR INSURANCE, INC.

(NOTARY SEAL)

Mark Lieblich  
(Notary Signature)

Mark Lieblich  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_

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 11<sup>th</sup> 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 34769 and Harmony Community Development District, a special district created by Chapter 190, Florida Statutes and established by County ordinance, (hereinafter referred to as "Grantee") whose address is 10300 N.W. 11<sup>th</sup> 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,



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]

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

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

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

Carolyn McArthur  
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

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

By: Gary L. Moton  
Print Name: GARY L. MOTON  
As its: SECRETARY

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

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF Osceola )

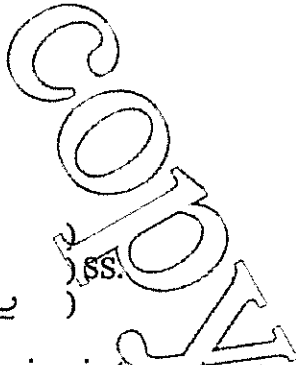
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2003, by James L. Lentz, as President of Three E Corporation, a Florida corporation, the general partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the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

**RHONDA HILL**  
Notary Public, State of Florida  
My comm. exp. Oct. 7, 2003  
Comm. No. DD 114724

Rhonda Hill  
(Notary Signature)

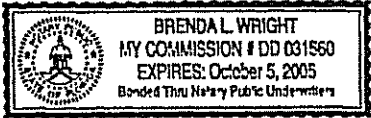
(NOTARY SEAL)

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 11<sup>th</sup> day of August, 2003, by Gary L. Moyer, 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)

(NOTARY SEAL)

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

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

07.12  
18  
3P

THIRD AMENDMENT OF  
DRAINAGE EASEMENT

This Third Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 28<sup>th</sup> 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 34773 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. 11<sup>th</sup> Manor, Coral Springs, Florida 33701.

 WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2078 (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.

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

Vence Smith, Jr.  
Signature of Witness

Print Name: VENCE Smith, Jr.

By: James L. Lentz  
As its President

Rhonda Hill  
Signature of Witness

Print Name Rhonda Hill

Signed, sealed and delivered in the presence of:

"Grantee"

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

Vence Smith, Jr.  
Signature of Witness

Print Name: VENCE Smith, Jr.

By: Thomas Tuleadarian  
As its: Secretary

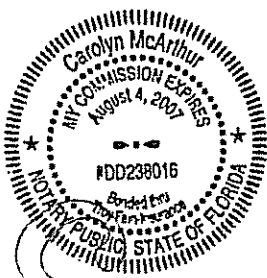
Rhonda Hill  
Signature of Witness

Print Name Rhonda Hill

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> 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.

(NOTARY SEAL)

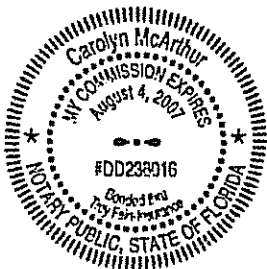


Carolyn McArthur  
(Notary Signature)  
CAROLYN McARTHUR  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD 238016

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 2004, by THOMAS TOKMARIAN, 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.

(NOTARY SEAL)



Carolyn McArthur  
(Notary Signature)  
CAROLYN McARTHUR  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD 238016

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

LARRY WHALEY 3P  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

CL 2004213390 OR 2629/291  
DME Date 11/01/2004 Time 09:39:19

DOC STAMPS: 0.00

FOURTH AMENDMENT OF  
DRAINAGE EASEMENT

This Forth Amendment of Drainage Easement (hereinafter the "Amendment") is made and entered into this 28<sup>th</sup> 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 34773 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. 11<sup>th</sup> Manor, Coral Springs, Florida 33701.

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to that certain Drainage Easement dated the 7<sup>th</sup> day of June, 2002 and recorded in the Public Records of Osceola County, Florida at O.R. Book 2125, Page 2078 (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, upon the recordation of the Plat of Birchwood Neighborhood A-1, be deemed to exclude the residential Lots that are created by that certain plat to be recorded entitled Birchwood Neighborhood A-1.
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.

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

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

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

Rhonda Hill  
Signature of Witness  
Print Name Rhonda Hill

Signed, sealed and delivered in the presence of:

"Grantee"

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

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

By: Thomas Pineda  
Print Name: Thomas Pineda  
As its: Secretary

Rhonda Hill  
Signature of Witness  
Print Name Rhonda Hill



STATE OF FLORIDA )  
 ) SS.  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> 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.

(NOTARY SEAL)



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 TUKARTAN, 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.

(NOTARY SEAL)



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