

[Execution Version]

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Reggie Bouthillier, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
106 E. College Avenue, Suite 700
Tallahassee, FL 32301

RESERVED FOR CLERK

**CONSOLIDATION AND TERMINATION
OF MANAGEMENT AGREEMENTS**

This CONSOLIDATION AND TERMINATION OF MANAGEMENT AGREEMENTS (this "**Consolidation**") is made this 17th day of December, 2021 ("**Consolidation Date**"), by and between **ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation a/k/a Top of the World Condominium Association (the "**Association**") and **PARKWAY MAINTENANCE & MANAGEMENT, L.L.C.**, a Florida limited liability company f/k/a Parkway Maintenance & Management, Co., a Florida corporation f/k/a Parkway Condominium Management Company, a Florida corporation ("**Parkway**") (collectively "**Parties**").

RECITALS

WHEREAS, the Association is the entity responsible for the operation of the residential community comprised of residential condominium buildings, units and common elements collectively known as On Top of the World Community – Clearwater (the "**Community**") located in Pinellas County, Florida;

WHEREAS, the Parties have entered into numerous management agreements whereby the Association retained Parkway to provide management, maintenance and administrative services to the Association and the Community; and

WHEREAS, the Parties desire to mutually terminate and cancel all such management agreements and consolidate the functions in a cost-effective manner into one agreement for the benefit of the Community.

WHEREAS, on or about even date herewith, the Association and Parkway Maintenance & Management Pinellas, LLC, a Florida limited liability company, have entered into that certain Management and Maintenance Services Agreement regarding the provision of management and administrative services to the Association and Community.

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby desire to terminate and cancel all the management agreements, as may be amended, supplemented, extended or otherwise modified, as set forth herein.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Consolidation.

2. **Termination and Cancellation of Listed Management Agreements.** To facilitate the consolidated management of the Community, the Parties hereby terminate the management agreements listed on **Exhibit "A"** attached hereto and incorporated herein, as supplemented by that certain Supplemental Agreement between Parkway and the Association recorded as Instrument # 2018267350 in the Public Records of Pinellas County, Florida, and as modified by that certain unrecorded Agreement to Extend Term of Management Agreements for Buildings 1, 2, 4, 5, 7, 8, 9, 10, 11, and 16 (collectively, as may be further amended, supplemented, extended or otherwise modified, the "**Listed Management Agreements**"). Subject to the survival of certain rights of Parkway as provided in Section 4 below, the Listed Management Agreements are no longer of any force or effect and are hereby terminated and cancelled in their entirety by this Consolidation. The Listed Management Agreements are deemed terminated, released and cancelled from the Public Records of Pinellas County, Florida, and shall not be considered an exception to title or an encumbrance or imposition on Parkway or the Association or any property owned by the Association.

3. **Termination and Cancellation of Unlisted Management Agreements.** The Parties hereby further agree that they have used good faith efforts to list each management agreement entered into between the Parties prior to the Consolidation Date. However, the Parties acknowledge that it is possible additional management agreements between the Parties may exist, whether recorded in the Public Records of Pinellas County, Florida or otherwise unrecorded, and are not listed on **Exhibit "A"** attached hereto (as may be amended, supplemented, extended or otherwise modified, the "**Unlisted Management Agreements**"). To facilitate the consolidated management of the Community, it is the intent of the Parties that any and all Unlisted Management Agreements between the Parties that were entered into by the Parties prior to the Consolidation Date and which may impact any of the Community which is legally described in **Exhibit "B"** attached hereto, are no longer of any force or effect and are hereby terminated and cancelled in their entirety by this Consolidation. To the extent such Unlisted Management Agreements are recorded, they are deemed terminated, released and cancelled from the Public Records of Pinellas County, Florida, and shall not be considered an exception to title or an encumbrance or imposition on Parkway or the Association or any property owned by the Association.

4. **Survival of Collection Rights.** Notwithstanding anything to the contrary contained in this Consolidation, Parkway shall be entitled and expressly authorized to (i) collect and retain all assessments receivable by the Association (if and when received) that accrued prior to the effective date of this Consolidation, (ii) maintain and/or pursue recorded liens and collection actions pending in court on the effective date of this Consolidation ("**Collection Actions**") and initiate Collection Actions for any liens recorded prior to the effective date of this Consolidation, (iii) continue to pursue Collection Actions for any further continued delinquency of assessments which accrue after the effective date of this Consolidation. Any payment for assessments received by Parkway after the effective date of this Consolidation shall be applied first to any interest accrued on such assessments which accrue prior the effective date of this

Consolidation, then to any applicable administrative late fee(s), then to any costs and attorney fees incurred in collection of such assessments which accrue prior the effective date of this Consolidation, and then to the delinquent assessments which accrue prior the effective date of this Consolidation, and then any remaining amounts received by Parkway after application pursuant to the foregoing shall be remitted to the Association to be applied in accordance with Section 718.116, Florida Statutes, and any other applicable law(s) or regulation(s).

5. **Management Agreements attached to Declarations of Condominium.** To facilitate the consolidated management of the Community, it is the intent of the Parties to terminate all management agreements between the Association and Parkway entered into prior to the Consolidation Date that may appear as part of and/or attached to any Declaration of Condominium applicable to the Community recorded in the Public Records of Pinellas County, Florida; provided, however, notwithstanding anything contained herein to the contrary, all such Declarations of Condominium applicable to the Community, as may be amended from time to time, shall remain in place and shall otherwise be unaffected by this Consolidation.

6. **Mutual Termination.** This Consolidation is made with mutual agreement between the Parties and is in no way a unilateral action by the Association. Parkway hereby waives any right to liquidated damages for unilateral termination by the Association available in any and all of the Listed Management Agreements and Unlisted Management Agreements. This Consolidation is made subject to Section 4 above.

/SIGNATURES APPEAR ON THE FOLLOWING PAGE/

IN WITNESS WHEREOF, the Association has caused this Consolidation to be executed by its duly authorized representative as of the Consolidation Date.

WITNESSES:

"ASSOCIATION"

ON TOP OF THE WORLD
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

S. Decker
Print Name: Samantha Decker

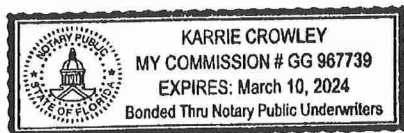
Chuck McAllister
Chuck McAllister, Vice-Chairman

Karrie Crowley
Print Name: Karrie Crowley

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of December, 2021, by Chuck McAllister as Vice-Chairman of On Top of the World Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is ☒ personally known to me or ☐ has produced _____ as identification.

[NOTARY SEAL]



Karrie Crowley
NOTARY PUBLIC

Print Name: Karrie Crowley
My Commission Expires: March 10, 2024
My Commission Number: GG 967739

IN WITNESS WHEREOF, Parkway has caused this Consolidation to be executed by its duly authorized representative as of the Consolidation Date.

WITNESSES:

"PARKWAY"

PARKWAY MAINTENANCE & MANAGEMENT, L.L.C., a Florida limited liability company

S. Decker
Print Name: Samantha Decker

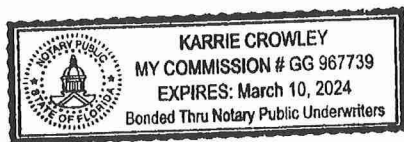
Kenneth D. Colen
Kenneth D. Colen, Manager

Karrie Crowley
Print Name: Karrie Crowley

STATE OF Florida
COUNTY OF Pinella

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of December, 2021, by Kenneth D. Colen, the Manager of Parkway Maintenance & Management, L.L.C., a Florida limited liability company, on behalf of the company. He/she is ☒ personally known to me or ☐ has produced _____ as identification.

[NOTARY SEAL)



Karrie Crowley
NOTARY PUBLIC

Print Name: Karrie Crowley
My Commission Expires: March 10, 2024
My Commission Number: GG967739

EXHIBIT "A"**Listed Management Agreements****[3 PAGES]**

Those documents recorded the Public Records of Pinellas County, Florida, in the following Official Record Books and Pages:

OFFICIAL RECORDS BOOK	OFFICIAL RECORDS PAGE
3106	592
3232	615
3567	883
2825	92
2891	543
3012	627
3296	40
3171	510
3163	805
3271	119
3455	926
3581	873
3567	877
3524	103
3296	72
3470	361
4476	1598
4566	1380
4373	1680
3673	187
3602	778
3818	157
3832	315
3683	685
3734	911
3926	369
3957	60
4011	1629
3914	617
4075	731
4070	440

4537	2121
4432	945
4585	663
4660	189
4248	717
4353	771
4139	218
4149	1398
4154	505
4146	1848
4158	1151
4158	1539
4708	878
4669	1279
4669	1269
4725	1049
4889	422
4923	1599
4981	587
4818	1384
4945	1015
4993	1734
4857	1051
5122	899
5050	1764
5211	1439
5122	880
5211	1447
7623	2177
7472	2071
7744	1016
6700	911
7822	723
7844	580
7844	492
7844	624
7028	203
6916	1163
6679	1030

6233	1013
5806	1637
5977	1045
7331	1563
7744	1043
5701	86
5281	1720
6214	1312
5369	1383
6503	394
7844	342
5479	511
6041	826
5612	909
5769	1496
8438	1373
8799	937
8799	912
9086	2031
9606	941
10550	134

[END OF EXHIBIT A]

"EXHIBIT B"**LEGAL DESCRIPTION OF ON TOP OF THE WORLD PROJECT****SKETCH OF DESCRIPTION**

SECTION 1, TOWNSHIP 29 SOUTH, RANGE 15 EAST
 SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST
 SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST
 PINELLAS COUNTY, FLORIDA

DESCRIPTION:

ALL LANDS AS DESCRIBED IN THOSE CERTAIN DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1670, PAGE 714, OFFICIAL RECORDS BOOK 1946, PAGE 608; OFFICIAL RECORDS BOOK 2123, PAGE 161; OFFICIAL RECORDS BOOK 2123, PAGE 165; OFFICIAL RECORDS BOOK 2123, PAGE 167; OFFICIAL RECORDS BOOK 2123, 179; AND OFFICIAL RECORDS BOOK 3665, PAGE 791, ALL BEING IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

NOTES:

1. DATE OF SKETCH: AUGUST 18, 2020.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON BASED ON FLORIDA WEST GRID NAD-83, (1990 ADJUSTMENT).
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

****NOTE: THIS IS NOT A SURVEY****

SHEET 1 OF 2
 ONE IS NOT COMPLETE
 WITHOUT THE OTHER

LEGEND:

- LINE BREAK
 LS LAND SURVEYOR
 LB LICENSED BUSINESS
 NO. NUMBER
 R RADIUS
 Δ DELTA (CENTRAL ANGLE)
 CB CHORD BEARING
 CH CHORD DISTANCE
 ○ CHANGE IN DIRECTION
 — OVERALL BOUNDARY
 OF DESCRIBED LANDS
 ■ DESCRIBED LANDS

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
 OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT, SURVEYING & MAPPING

PLANNING, ENVIRONMENTAL, GIS
 4100 W. BAYVIEW BLVD., SUITE 200, TAMPA, FL 33611
 PHONE: (813) 972-1234 FAX: (813) 972-1235 WWW: JCH.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	EXHIBIT B - TERMINATION AND CANCELLATION OF MANAGEMENT AGREEMENTS
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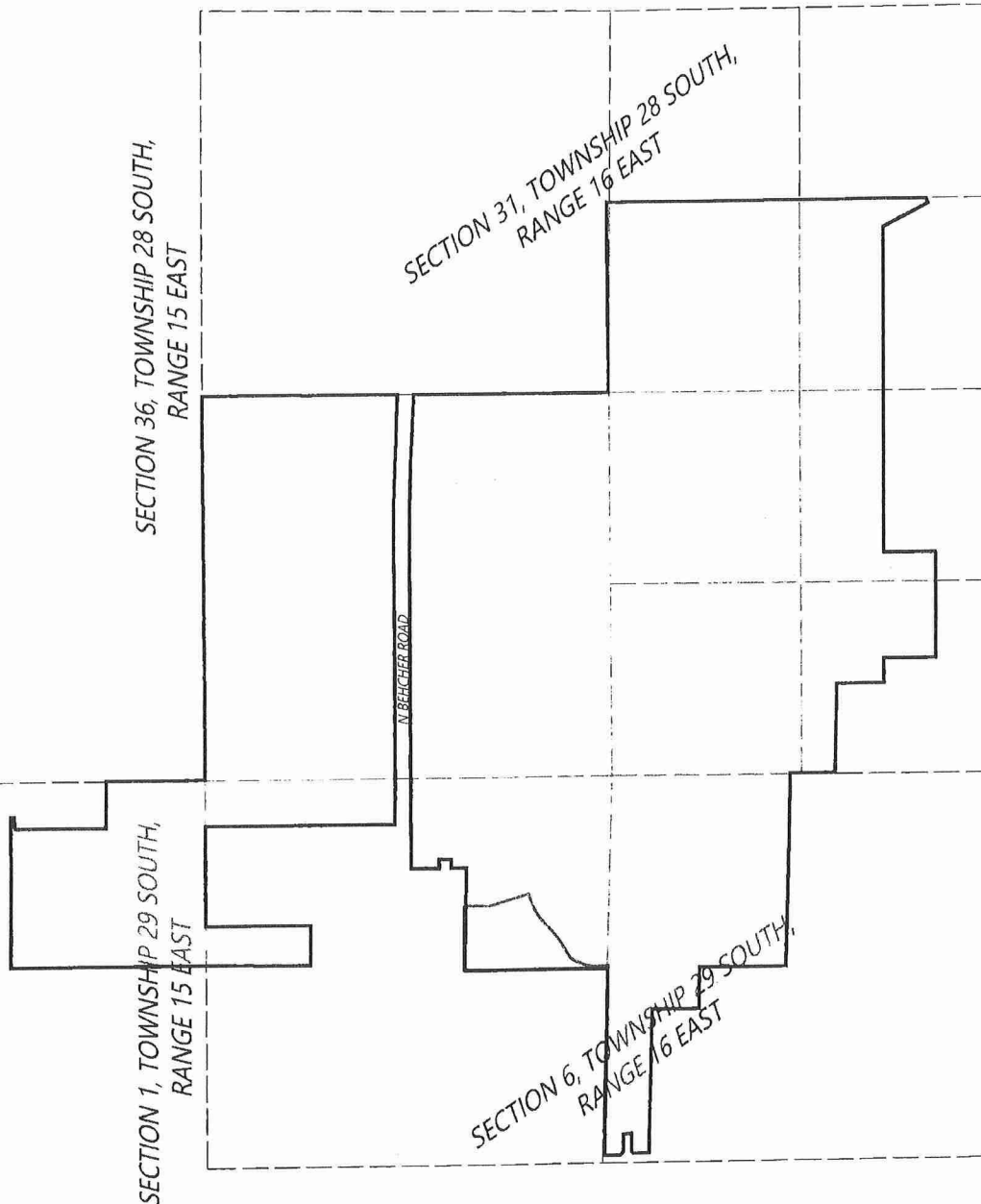
"EXHIBIT B"
LEGAL DESCRIPTION OF ON TOP OF THE WORLD PROJECT

SKETCH OF DESCRIPTION
 SECTION 1, TOWNSHIP 29 SOUTH, RANGE 15 EAST
 SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST
 SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST
 PINELLAS COUNTY, FLORIDA

NOTE: THIS IS NOT A SURVEY

SHEET 2 OF 2

ONE IS NOT COMPLETE
 WITHOUT THE OTHER



JCH
 CONSULTING GROUP, INC.

LAND DEVELOPMENT, SURVEYING & MAPPING
 PLANNING, ENVIRONMENTAL, GIS
 5160 15th Avenue South, Suite 100, St. Petersburg, FL 33709
 (813) 962-1111 FAX (813) 962-1112

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	EXHIBIT B - TERMINATION AND CANCELLATION OF MANAGEMENT AGREEMENTS
SCALE:	1" = 900'	