

**UTILITY AGREEMENT FOR
WASTEWATER AND RECLAIMED WATER SERVICE**

THIS UTILITY AGREEMENT FOR WASTEWATER AND RECLAIMED WATER SERVICE ("**Agreement**") is made and entered into as of the 17th day of December, 2021 ("**Effective Date**") by and between SCA PINELLAS UTILITIES, LLC, a Florida limited liability company ("**SCA Utilities**"), and ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC. ("**Association**"), a Florida not-for-profit corporation. SCA Utilities and Association shall be referred to herein together as the "**Parties**."

W I T N E S S E T H

- A. The Association is the condominium association responsible for the operation and maintenance of the multicondominium residential community comprised of residential condominium units ("**Units**" or each a "**Unit**") located within ninety-one (91) condominiums ("**Condominium**" or each a "**Condominium**"), collectively known as "On Top of the World Community – Clearwater" (the "**Community**"), and is located in the City of Clearwater, Pinellas County, Florida.
- B. SCA Utilities is the operator of a domestic wastewater and reclaimed water system specifically described on **Exhibit "A"** attached hereto (the "**SCA Wastewater Collection & Reclaimed Water Distribution System**"). SCA Utilities owns real property specifically described on **Exhibit "B"** attached hereto (the "**SCA Utilities Property**"), together with the critical components of the SCA Wastewater Collection & Reclaimed Water Distribution System located thereon, including without limitation, the reclaimed water high service pump station, the 2.4 million gallon ground storage tank, the wastewater treatment plant, and the master pump station which ultimately collects all wastewater from the wastewater collection system.
- C. The sanitary sewer gravity main(s), sanitary sewer force main(s) and sanitary service lateral (collectively the "**Sanitary Sewer Lines**") and reclaimed water transmission main(s), reclaimed water main(s) and reclaimed water service lines (collectively the "**Reclaimed Water Lines**") are located within the Community condominium property (as such term is defined in § 718.103(13), Florida Statutes (2020)) and association property (as such term is defined in § 718.103(3), Florida Statutes (2020)) (together, "**Community Property**"). The Association operates, and maintains all of the irrigation systems, equipment and components located within the Community Property which are connected to the Reclaimed Water Lines and provide reclaimed irrigation water to the Community Property ("**Association Irrigation System**").
- D. The Association desires to make domestic wastewater and reclaimed water service available to the Community for all Units and other users in the Community that use these services ("**Community Utility Users**"), and the Parties hereby agree that SCA Utilities will provide the Association wastewater and reclaimed water service subject to the terms and conditions set forth below.
- E. In accordance with §718.3025(1)(f), Florida Statutes, as of the date of this Agreement,

Kenneth D. Colen is a board member of the Association and has a financial and ownership interest in SCA Utilities.

NOW THEREFORE, in consideration of the terms, covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals**. The foregoing Recitals are hereby incorporated into, and comprise a part of, this Agreement.
2. **Association's Wastewater and Reclaimed Water Service Capacity Request**. Based on computing the historic annual average domestic wastewater usage by Community Utility Users, the Association agrees to purchase and SCA Utilities shall provide up to .450 million gallons per day ("**MGD**") wastewater capacity, and 100% of the reclaimed water capacity resulting from the SCA Wastewater Collection & Reclaimed Water Distribution System's treatment of the wastewater, and Association further requests that SCA Utilities continue to provide sufficient wastewater and reclaimed water capacity to meet the ongoing needs of the Community and the Community Utility Users.
3. **Agreement to Serve**. SCA Utilities agrees to provide the Association with domestic wastewater and reclaimed water service subject to the terms and conditions of this Agreement (collectively, "**Wastewater & Reclaimed Water Utility Service**"). The Association agrees to purchase the Wastewater & Reclaimed Water Utility Service, subject to the terms and conditions of this Agreement.
4. **Exclusive Right to Provide Service**. Provided SCA Utilities is in compliance with Section 2 above, the Association agrees that the Wastewater & Reclaimed Water Utility Service, pursuant to the terms and conditions of this Agreement, shall be the exclusive source for the Association to obtain and provide wastewater and reclaimed water services to the Community.
5. **Wastewater and Reclaimed Water Utility Service Rates, Fees, Billing and Collection**. The rates to be charged by SCA Utilities to the Association, and paid by the Association to SCA Utilities, for Wastewater & Reclaimed Water Utility Service shall be \$25.42 per Unit per month ("**Service Rate**"). SCA Utilities may increase the Service Rate annually at the end of the Association's fiscal year, for the next fiscal year beginning July 1st, based upon the costs in connection with operation, maintenance and/or improvements, including, without limitation, any reserve funds established for maintenance and/or improvements as established by SCA Utilities. In the event the Service Rate shall increase by ten percent (10%) or more in a fiscal year, SCA Utilities shall provide written notice of such increase to the Association at least sixty (60) days prior to the effective date thereof. The Association shall be responsible for the billing and collection of all wastewater and reclaimed water service payments with respect to each Unit, which shall be collected monthly as part of the Association's assessments collected from each Unit owner and/or Unit lessee, as applicable.
6. **Operation and Maintenance Responsibilities of the SCA Wastewater Collection & Reclaimed Water Distribution System**. SCA Utilities shall be responsible for operating and

maintaining the SCA Wastewater Collection & Reclaimed Water Distribution System, which excludes any Sanitary Sewer Lines within Community Property and the Association Irrigation System which the Association shall be responsible, at its sole expense, to operate and maintain. The Association understands and agrees that reclaimed water is distributed through the Reclaimed Water Lines, and ultimately discharges via the Association Irrigation System as irrigation water to the Community Property. This irrigation method is a critical function for the Community in order to maintain the Community Property, and the Association acknowledges and agrees that the SCA Wastewater Collection & Reclaimed Water Distribution System was purposefully designed to operate in this manner to provide reclaimed water for irrigation purposes to serve the Community Property.

7. **Association's Failure to Maintain; Self Help.** In the event the Association has failed to maintain, repair or replace the Association Irrigation System (or any portion thereof) in compliance with this Agreement and SCA Utilities provides the Association with written notice thereof and the Association thereafter fails such default within fifteen (15) days of receipt of such written notice (except in the case of any emergency, in which event no notice or cure period is required), then notwithstanding anything to the contrary contained herein, SCA Utilities shall be entitled, but not obligated, to maintain, repair and/or replace the affected portion of the Association Irrigation System and charge the Association for the full cost thereof, which shall be paid within thirty (30) days after receipt of each invoice therefor. In the event the Association fails to pay such amounts within such thirty (30) day period, SCA Utilities shall be entitled to recover such amount from the Association, together with interest thereon from the date advanced until paid at the rate of ten percent (10%) per annum and all costs and attorneys' fees incurred in collection thereof. As provided in Section 9 of this Agreement, SCA Utilities shall have a non-exclusive easement over any portion of the Community owned operated or managed by the Association that includes the Sanitary Sewer Lines and Reclaimed Water Lines, Sanitary Sewer Lines within Condominiums, and the Association Irrigation System, including ingress and egress easement rights throughout the Community for the purpose of accessing the Sanitary Sewer Lines and Reclaimed Water Lines, Sanitary Sewer Lines within Condominiums, and the Association Irrigation System and conducting any such operation, maintenance, repair and replacement of the affected portion of same in accordance with this Agreement.

8. **Remedies and Limitations.** In the event of a breach of this Agreement, the non-breaching party shall, except to the extent expressly limited by the terms of this Agreement, have all rights and remedies available at law and at equity against the breaching party.

9. **Easement Agreement.** Simultaneous with the Parties execution of this Agreement, the Parties shall execute the easement agreement attached as **Exhibit "C"** hereto ("**Easement Agreement**"), and SCA Utilities shall record the Easement Agreement in the Public Records of Pinellas County.

10. **Force Majeure.** SCA Utilities shall not be liable to the Association, the Community Utility Users or any other party for any failure to perform pursuant to the terms and conditions of this Agreement (including, without limitation, any failure or interruption of Wastewater & Reclaimed Water Utility Service) to the extent such performance is prevented, limited or interrupted by an event of Force Majeure. Association shall not be liable to the SCA Utilities or any other party for any failure to perform pursuant to the terms and conditions of this Agreement

11. **Notices.** All notices or other communications permitted or required hereunder shall be in writing and shall be effective upon receipt or refusal of delivery when sent by the United States mail, with proper postage prepaid, certified mail, return receipt requested, or by personal delivery courier, or by a well-recognized overnight courier service, and addressed as follows:

With a copy to: Conn & Buenaventura, P.A.
Attn: Barrie S. Buenaventura, Esq.
4830 W. Kennedy Blvd., Suite 600
Tampa, Florida 33609

12. **Mediation.** If a dispute arises relating to this Agreement, the Parties shall first proceed in good faith to submit the matter to mediation as a prerequisite to filing any litigation or other

proceeding with the court. The Parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) days from the date written notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed, shall terminate. This Section 12 shall not alter any date in this Agreement, unless otherwise agreed in writing.

13. **Release of Parkway.** Upon the Effective Date of this Agreement, the Association hereby agrees that 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**") shall have no further obligations to the Association regarding the provision of Wastewater & Reclaimed Water Utility Service to the Association.

14. **Miscellaneous.**

14.1. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding or other breach of the same, or any other covenant.

14.2. No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing, signed by both parties to this Agreement.

14.3. If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement will be construed and enforced in accordance with the laws of the State of Florida. Venue and jurisdiction for any legal proceedings in connection with, based upon, or arising out of, under, or in connection with, this Easement Agreement shall be in the Federal and State courts located in Pinellas County, Florida.

14.4. This Agreement constitutes the entire understanding and agreement between the Parties hereto, and supersedes all prior written or oral agreements, with respect to its subject matter. This Agreement shall be binding upon the Parties hereto.

14.5. Each of the Parties hereto represents and warrants to the other that the execution, delivery and performance of this Agreement by each, respectively, will not conflict with, nor result in the breach of, any agreement, document, indenture or other instrument to which each is a party or under which each is bound. Each of the Parties hereto further represents and warrants to the other that it has full power and authority to execute and deliver this Agreement, and to perform the obligations hereunder, and that it has taken all actions necessary to authorize the execution, delivery and performance of this Agreement.

14.6. The paragraph headings or captions herein are for convenience only and shall not affect or control the meaning or construction of the provisions of this Agreement.

14.7. All schedules, addenda and appendices attached hereto are a component and integral part hereof and are incorporated herein by this reference.

14.8. Nothing contained herein shall be deemed to create third-party beneficiary rights in persons or entities not parties hereto, except as specifically set forth herein.

14.9. Time shall be of the essence with respect to all matters under this Agreement.

14.10. This Agreement shall not be construed strictly in favor of, or against, either party hereto by virtue of the fact that it may have been prepared by counsel for one of the parties, or under any drafter's or similar rule; it being acknowledged that both the Association and SCA Utilities have had the benefit of independent legal counsel of its choice, or the opportunity to engage such counsel.

14.11. In the event of any dispute, litigation, or other proceeding between the Parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, each party to such dispute, litigation, or other proceeding shall pay its own attorneys' fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a party prevails in such litigation or proceeding.

14.12. This Agreement may be executed in counterparts. It shall be sufficient that the signatures of the persons required to bind any party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

15. **Waiver of Jury Trial.** SCA Utilities and Association hereby knowingly, voluntarily and intentionally waive the right to a trial by jury with respect to any litigation based hereon, arising out of, under, or in connection with this Agreement or any documents contemplated to be executed in connection herewith, or any course of conduct, course of dealings, statements (whether oral or written), or any actions of either SCA Utilities or Association, arising out of, or related in any manner with, this Agreement (including, without limitation, any action to rescind or cancel this Agreement or any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable). This waiver is a material inducement for SCA Utilities and Association to enter into this Agreement. SCA Utilities and Association acknowledge that this waiver has been freely given after consultation with competent counsel.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, SCA Utilities and the Association have executed this Agreement as of the date set forth above.

SCA PINELLAS UTILITIES, LLC, a Florida limited liability company

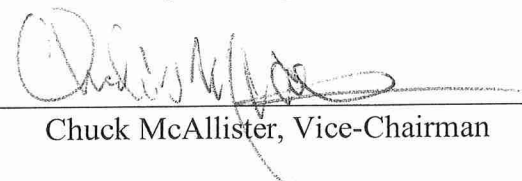
By: SCA PINELLAS HOLDINGS, LLC,
a Florida limited liability company, its sole member

By: SIDNEY COLN & ASSOCIATES, LTD., a Florida limited partnership, its sole member

By: SCA INVESTMENTS, INC., a Florida corporation, its General Partner

By: 
Kenneth D. Colen, President

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


Chuck McAllister, Vice-Chairman

JOINDER AND CONSENT OF
PARKWAY MAINTENANCE & MANAGEMENT, LLC.

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**") hereby joins in, consents to and agrees to Section 13 of the Utility Agreement for Wastewater and Reclaimed Water Service ("**Agreement**"), which joinder and consent is limited to only Section 13 of the Agreement.

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

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

By: _____

Kenneth D. Colen, Manager

EXHIBIT "A"

SCA WASTEWATER COLLECTION & RECLAIMED WATER DISTRIBUTION SYSTEM

The SCA Wastewater & Reclaimed Water System is located within the Community and generally includes a domestic wastewater treatment plant, four (4) wastewater pump stations, a reclaimed water storage facility, and a reclaimed water high service pump station. Wastewater is collected from the Condominiums and related facilities within the Community through sanitary sewer laterals and conveyed through sanitary sewer gravity mains located throughout the Community Property and other amenity and service areas. The wastewater then discharges into a wastewater pumping station, also known as a lift station, where submersible pumps withdraw the wastewater from the wet well and discharge the wastewater into a sanitary sewer force main that discharges into a sanitary sewer manhole connected to a sanitary sewer main ultimately discharging to the master wastewater pumping station located at the Wastewater Treatment Facility. The master wastewater pumping station then pumps the wastewater into the Wastewater Treatment Facility where the treatment process begins. The wastewater is treated to meet the requirements as detailed in the Florida Department of Environmental Protection (FDEP) operating permit allowing the effluent (now referred to as "Reclaimed Water") to be utilized as irrigation quality water in public access areas. The Reclaimed Water is conveyed through reclaimed water transmission mains to the 2.4 Million Gallon Ground Storage Tank (GST) where the Reclaimed Water is stored for future use as irrigation quality water to be utilized on the golf course, common elements and other beneficial use areas. The Reclaimed Water High Service Pump Station (HSPS) is designed to maintain system pressure to these areas and withdrawals the reclaimed water from the GST as necessary to maintain system pressures and irrigation demands in the reclaimed water distribution system. The reclaimed water is discharged from the HSPS and is conveyed through reclaimed water mains where reclaimed water service lines are connected ("Tapped") into the reclaimed water mains allowing reclaimed water to travel from the reclaimed water mains to the Association Irrigation System to irrigate the common elements and other beneficial use areas and the golf course irrigation system to irrigate the golf courses.

The SCA Wastewater Collection & Reclaimed Water Distribution System is specifically described by the State of Florida Department of Environmental Protection Domestic Wastewater Facility Permit No. FLA012905 as follows:

TREATMENT FACILITIES:

Operation of an existing 0.600 MGD Annual Average Daily Flow (AADF), Type I Ludzack-Ettinger process domestic wastewater treatment plant consisting of: an on-site influent pumping station of 6,170 gallons, one manually-cleaned fine screen, influent flow splitter box, one equalization basin of 208,000 gallons

with diffused aeration, two anoxic basins of 124,000 gallons total volume, three aeration basins of 600,000 gallons total volume with diffused aeration, two clarifiers of 173,400 gallons total volume with 1,924 square feet of total surface area, four filter cells of 256 square feet of surface area, a 3,400-gallon filter backwash pumping station, two chlorine contact chambers of 60,000 gallons total volume, using sodium hypochlorite liquid system. Waste activated sludge is piped to one aerated digester of 75,000 gallons from where it is transported to a permitted Residuals Management Facility for further treatment and disposal.

Reclaimed water which does not meet Part III Public Access quality standards is transferred from reject pumping station No. 1 to the reject storage prior to routing to the headworks for retreatment through reject pumping station No. 2. Reject storage includes one aboveground tank of 0.43 MG capacity.

REUSE:

Land Application: An existing 0.600 MGD AADF permitted capacity Part II slow-rate public access (R-001). R-001 consists of a 2.4 MG ground storage tank with a 27-hole golf course and residential landscape irrigation.

"EXHIBIT B"

SCA UTILITY PROPERTY

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

DESCRIPTION:

PARCEL 1

THE FOLLOWING DESCRIBED LANDS LYING IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, AND SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 2309.34 FEET; THENCE N.89°44'17"W., 53.34 FEET TO THE POINT OF BEGINNING; THENCE N.89°44'17"W., 36.03 FEET; THENCE N.12°38'29"W., 31.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 04°47'48", AND A CHORD BEARING AND DISTANCE OF N.79°35'44"E., 35.15 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.16 FEET TO THE END OF SAID CURVE; THENCE S.12°38'29"E., 38.40 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 1160.99 FEET; THENCE S.89°30'50"W., 479.03 FEET TO THE POINT OF BEGINNING; THENCE N.89°51'29"W., 53.60 FEET; THENCE N.00°05'49"E., 82.23 FEET; THENCE N.89°56'36"W., 9.10 FEET; THENCE N.00°16'37"W., 91.68 FEET; THENCE N.88°35'42"E., 72.49 FEET; THENCE S.04°21'30"W., 93.87 FEET; THENCE S.89°56'36"E., 86.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 217.70 FEET, A CENTRAL ANGLE OF 32°18'29", AND A CHORD BEARING AND DISTANCE OF S.47°15'19"W., 121.14 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 122.76 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.32 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

NOTES:

1. DATE OF SKETCH: DECEMBER 14, 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

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 AREA
■ DESCRIBED AREA
■ LESS AND EXCEPT NOT INCLUDED

SHEET 1 OF 4

ONE IS NOT COMPLETE
WITHOUT THE OTHERS

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 • G.I.S.

CERTIFICATE OF AUTHORIZATION NO. 185671 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553

425 SW 15TH STREET, OCALA, FLORIDA 34471

PHONE (352) 405-1482 FAX (888) 272-8333 www.jchgroup.com

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 1 OF 4
APPROVED:	C.J.H.	EXHIBIT B - UTILITY AGREEMENT FOR WASTEWATER AND RECLAIMED WATER SERVICE
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"EXHIBIT B"

SCA UTILITY PROPERTY

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

DESCRIPTION:

CONTINUE FROM PREVIOUS PAGE...

PARCEL 3

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 941.55 FEET; THENCE S.89°30'50"W., 532.13 FEET TO THE POINT OF BEGINNING; THENCE N.89°47'17"W., 147.52 FEET; THENCE N.00°00'00"E., 122.52 FEET; THENCE N.82°17'38"E., 36.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 48°36'53", AND A CHORD BEARING AND DISTANCE OF N.89°15'06"E., 90.56 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.33 FEET TO THE END OF SAID CURVE; THENCE S.84°07'09"E., 21.12 FEET; THENCE S.00°00'00"E., 126.95 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.45 ACRES, MORE OR LESS.

PARCEL 4

A PORTION OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF ON TOP OF THE WORLD CONDOMINIUM UNIT 16 AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 16 THE FOLLOWING TWO (2) COURSES, (1.) N.89°53'17"E., 138.17 FEET; (2.) THENCE N.73°01'28"E., 270.21 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.12°14'24"E., 9.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 31°41'22", AND A CHORD BEARING AND DISTANCE OF S.28°05'05"E., 218.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 221.23 FEET TO A POINT OF TANGENCY; THENCE S.43°55'46"E., 43.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 15°02'23", AND A CHORD BEARING AND DISTANCE OF S.36°24'35"E., 196.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 196.87 FEET TO A POINT OF TANGENCY; THENCE S.28°53'23"E., 39.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 38°18'35", AND A CHORD BEARING AND DISTANCE OF S.48°02'41"E., 65.62 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.86 FEET TO A POINT OF TANGENCY; THENCE S.67°11'58"E., 51.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 30°30'25", AND A CHORD BEARING AND DISTANCE OF S.82°27'11"E., 144.70 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.42 FEET TO A POINT OF TANGENCY; THENCE N.82°17'37"E., 38.97 FEET TO THE EASTERLY BOUNDARY OF ON TOP OF THE WORLD CONDOMINIUM UNIT 15 AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 1 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY BOUNDARY, S.00°40'27"W., 24.29 FEET TO THE PROJECTION OF THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2819, PAGE 73 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE PROJECTION AND SOUTH BOUNDARY OF SAID LANDS, S.89°53'17"W., 982.24 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N.00°01'27"E., 450.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, N.89°53'17"E., 36.83 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 6.78 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

NOTE: THIS IS NOT A SURVEY

SHEET 2 OF 4

ONE IS NOT COMPLETE
WITHOUT THE OTHERS



JCH

CONSULTING GROUP, INC.
LAND DEVELOPMENT - SURVEYING & MAPPING

PLANNING - ENVIRONMENTAL - G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 18371 CHRISTOPHER J. ROBINSON, P.S.M., C.F.M. - LS 6533
425 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 465-1482 FAX (889) 272-8033 www.jchkg.com

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 2 OF 4
APPROVED:	C.J.H.	EXHIBIT B - UTILITY AGREEMENT FOR WASTEWATER AND RECLAIMED WATER SERVICE

"EXHIBIT B"

SCA UTILITY PROPERTY

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

DESCRIPTION:

CONTINUED FROM PREVIOUS PAGE...

PARCEL 5

A PORTION OF SECTION 1 TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91; THENCE N.00°35'38"W., 71.52 FEET TO THE POINT OF BEGINNING; THENCE N.90°00'00"W., 27.14 FEET; THENCE N.00°00'00"E., 55.69 FEET; THENCE N.90°00'00"E., 26.57 FEET TO THE NORTHWEST CONNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91; THENCE ALONG THE WEST BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91, S.00°35'38"E., 55.69 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

****NOTE: THIS IS NOT A SURVEY****
SHEET 3 OF 4
ONE IS NOT COMPLETE
WITHOUT THE OTHERS



JCH

CONSULTING GROUP, INC.

LAND DEVELOPMENT • SURVEYING & MAPPING

PLANNING • ENVIRONMENTAL • G.I.S.

CERTIFICATE OF AUTHORIZATION NO. LC3071 CHRISTOPHER J. HOBSON, P.S.M., C.F.M. - US653
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 FAX (888) 272-5003 www.JCHg.com

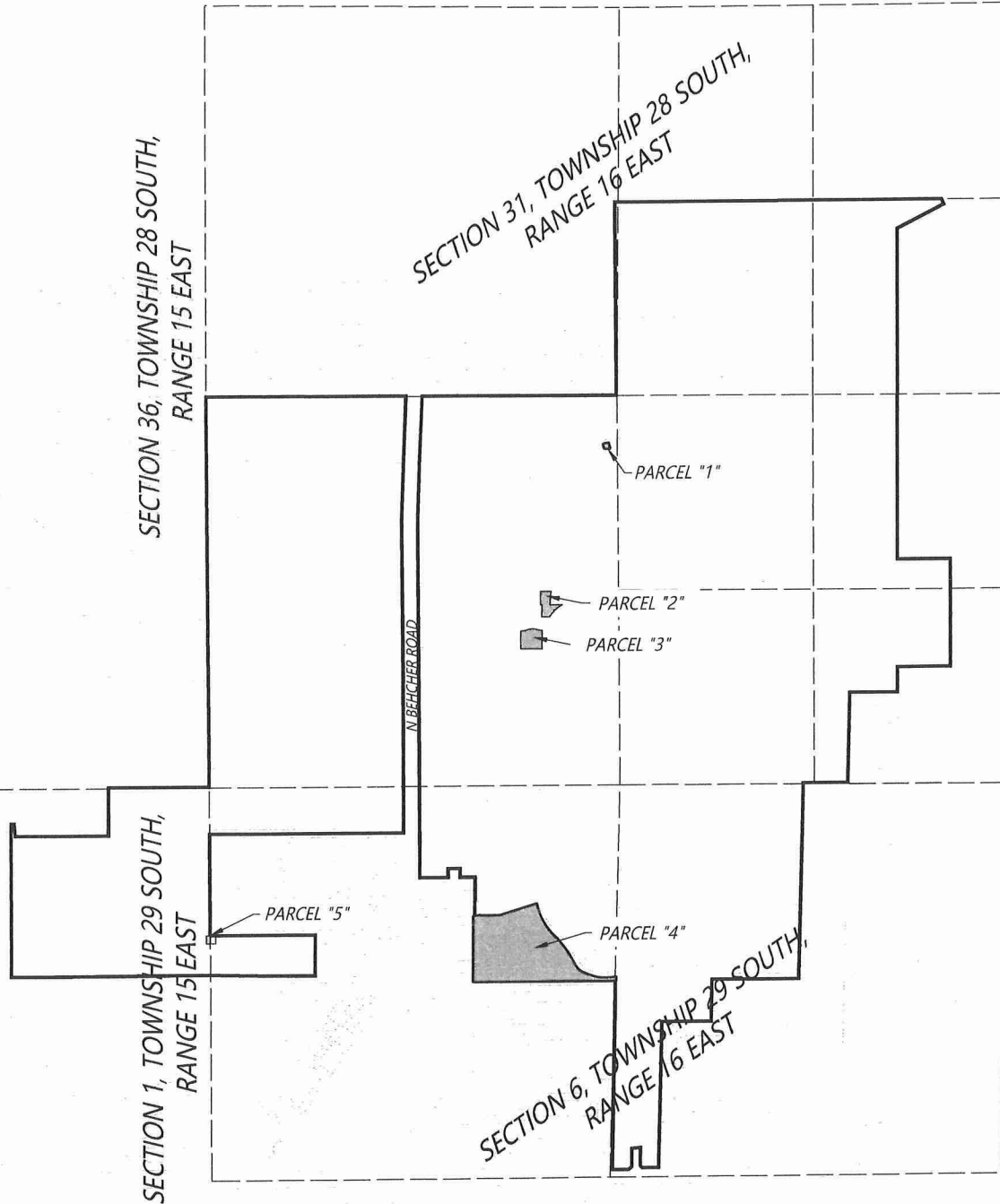
DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 3 OF 4
APPROVED:	C.J.H.	EXHIBIT B - UTILITY AGREEMENT FOR WASTEWATER AND RECLAIMED WATER SERVICE

"EXHIBIT B"

SCA UTILITY PROPERTY

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

**NOTE: THIS
IS NOT A
SURVEY**
SHEET 4 OF 4
ONE IS NOT
COMPLETE
WITHOUT
THE OTHERS



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LAND DEVELOPMENT • SURVEYING & MAPPING

PLANNING • ENVIRONMENTAL • G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 145871 CHRISTOPHER J. ROBERTSON, P.E., C.P.A. 15-6553
426 SW 15TH STREET, OCALA, FLORIDA 34471
PHONE (352) 405-1482 FAX (889) 272-8033 www.JCHkg.com

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 4 OF 4
APPROVED:	C.J.H.	EXHIBIT B - UTILITY AGREEMENT FOR WASTEWATER AND RECLAIMED WATER SERVICE
SCALE: 1" = 900'		

EXHIBIT "C"

EASEMENT AGREEMENT

[Attached on following pages]

[Execution Version]

PREPARED BY AND RETURN TO:

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

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

EASEMENT AGREEMENT

17th THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into this day of December, 2021, by and between the ON TOP OF THE WORLD CONDOMINIUM ASSOCIATION, INC., a Florida not for-profit corporation (the "**Association**") and SCA PINELLAS UTILITIES, LLC, a Florida limited liability company, and its successors and/or assigns ("**SCA Utilities**").

RECITALS

A. The Association is the condominium association responsible for the operation and maintenance of the multicondominium residential community comprised of residential condominium units (the "**Units**") located within ninety-one (91) condominiums (the "**Condominiums**" or each a "**Condominium**"), collectively known as "On Top of the World Community – Clearwater" in Pinellas County, Florida (the "**Community**"), which Community is located within the boundaries of the real property legally described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. SCA Utilities is the operator of a SCA Utilities Wastewater Collection & Reclaimed Water Distribution System (as defined hereinafter). SCA Utilities owns real property specifically described on **Exhibit C** attached hereto (the "**SCA Utilities Property**"), together with the critical components of the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System located thereon, including without limitation, the reclaimed water high service pump station, the 2.4 million gallon ground storage tank, the wastewater treatment plant and the master pump station which ultimately collects all wastewater from the wastewater collection system. SCA Utilities and the Association are parties to that certain Utility Agreement for Wastewater and Reclaimed Water Service, executed simultaneous with this Agreement ("**Utility Agreement**").

C. The sanitary sewer gravity main(s), sanitary sewer force main(s) and sanitary service lateral (collectively the "**Sanitary Sewer Lines**") and reclaimed water transmission main(s), reclaimed water main(s) and reclaimed water service lines (collectively the "**Reclaimed Water Lines**") are located within the condominium property (as such term is defined in § 718.103(13), Florida Statutes (2020)) or association property (as such term is defined in § 718.103(3), Florida Statutes (2020)) (together, "**Community Property**"). The Association operates, and maintains all of the irrigation systems, equipment and components located within the Community Property which are connected to the Reclaimed Water Lines and provide reclaimed irrigation water to the Community Property ("**Association Irrigation System**").

D. The Association, pursuant to subsection 718.111 (10) of the Florida Statutes (2020), hereby desires to grant and convey to SCA Utilities certain rights and easements for the benefit of SCA Utilities and the SCA Utilities Property, all as more fully set forth and described below.

NOW THEREFORE, for and in consideration of the premises and mutual covenants set forth herein and other good and valuable consideration, the parties, their successors and/or assigns, intending to be legally bound hereby, desire to impose, create and/or formalize certain easements and agreements, subject to certain terms and conditions, all as more fully set forth and described below.

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

2. Defined Terms. Except as otherwise defined herein, all initially capitalized terms not defined herein shall have the meanings set forth in those certain declarations of condominium pertaining to the Community and the Association and applicable to each Condominium within the Community ("Declarations"). The following defined terms herein shall have the meaning set forth below:

a. "Easement Property" shall mean all Community Property managed, operated and maintained by the Association within the Community, but excluding those portions of the common elements located within the building structures.

b. "Effective Date" shall mean the date this Agreement is recorded in the Public Records of Pinellas County, Florida.

c. "Master Drainage System" means the master system that is designed and constructed or implemented to control discharges from rainfall events, incorporating methods to collect, convey, retain, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water over pollution or otherwise affect the quantity and quality of discharges for the Community and the SCA Utilities Property. The Master Drainage System shall be maintained by the Association in accordance with governmental laws, regulations and requirements.

d. "Pump Stations" means the three (3) pump stations and related facilities legally described and depicted on Exhibit D attached hereto. Portions of two (2) pump stations and related facilities are located on certain areas of the Easement Property, which areas containing such Pump Stations are legally described and depicted on Exhibit D-1 attached hereto. Although portions of the Pump Stations are located on the Easement Property, the Pump Stations are owned by SCA Utilities. The Pump Stations are part of the overall SCA Utilities Wastewater Collection & Reclaimed Water Distribution System. There are additional lift stations / pump stations which are located on the SCA Utilities Property and which are not part of the "Pump Stations" as defined herein.

e. "SCA Utilities Designees" shall mean SCA Utilities' agents, contractors,

subcontractors, consultants, employees, and specific designees of SCA Utilities.

f. **"SCA Utilities Wastewater Collection & Reclaimed Water Distribution System"** shall mean the domestic wastewater and reclaimed water system specifically described on **Exhibit B** attached hereto, as may be amended, modified or expanded from time to time. The Pump Stations, Sanitary Sewer Lines and Reclaimed Water Lines are all part of the overall SCA Utilities Wastewater Collection & Reclaimed Water Distribution System operated by SCA Utilities. The SCA Utilities Wastewater Collection & Reclaimed Water Distribution System may be expanded, relocated or altered by SCA Utilities and/or the SCA Utilities Designees, including modifications to add, expand, modify or remove components or services, and/or modify the locations of any portions or components thereof.

3. **Easement to Access and Operate the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System.** The Association hereby grants, reserves, conveys and establishes in favor of SCA Utilities and the SCA Utilities Designees, a non-exclusive perpetual easement over, under, across and through the Easement Property for purposes of accessing, operating, using, maintaining, repairing, replacing, relocating, modifying and monitoring the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System, and for any other purpose associated with SCA Utilities' operation of the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System and provision of utility services solely for the Community. The foregoing easement shall also extend to utility services provided to adjacent properties approved by the Association by written agreement between the Parties, such approval not to be unreasonably withheld, conditioned or delayed. The foregoing easement shall include the right of access (including construction vehicles, service and maintenance vehicles) over all portions of the Easement Property as reasonably necessary to access the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System for purposes of SCA Utilities and the SCA Utilities Designees accessing, operating, using, maintaining, repairing, replacing, relocating, modifying and monitoring the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System. SCA Utilities and the SCA Utilities Designees shall have full rights of ingress and egress over the Easement Property, including the right to enter and exit through any gates located within the Easement Property, twenty-four (24) hours a day, seven (7) days a week and fifty-two (52) weeks a year, including all holidays for purposes of accessing, operating, using, maintaining, repairing, replacing, relocating, modifying and monitoring the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System. The Association shall not obstruct or unreasonably hinder use of the Easement Property or operation of the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System by SCA Utilities or the SCA Utilities Designees. To the extent there is any controlled access gate, security gate or other access control mechanism or facility now existing or installed in the future in connection with any portion of the Easement Property, the Association shall provide SCA Utilities and the SCA Utilities Designees with the same remote control device(s), access card(s), entry code(s) or other entry device(s) as those provided to residents within the Community, without distinction or additional restriction or additional cost.

4. **Exclusive Rights and Operation of SCA Utilities Wastewater Collection & Reclaimed Water Distribution System.** SCA Utilities and the SCA Utilities Designees shall at

all times have a perpetual, unrestricted easement and the exclusive right and exclusive authority for use and operation of the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System pursuant to the Utility Agreement. The rights and easements in this Section shall be exclusive as to SCA Utilities and the SCA Utilities Designees for so long as SCA Utilities or the SCA Utilities Designees (or their successor and/or assigns) remain the provider of any utility services within the Community as set forth in the Utility Agreement. The Association acknowledges and agrees it shall not grant any rights, licenses, easements or similar interests to any other person or entity which are inconsistent with the foregoing. Further, the Association shall not undertake any activity or grant any rights, licenses, easements or similar interests which would prevent SCA Utilities from exercising to the rights granted hereunder or which would limit, hinder or adversely impact SCA Utilities' operation of the SCA Utilities Wastewater Collection & Reclaimed Water Distribution System.

5. Exclusive Rights and Easement for Pump Stations. The parties acknowledge and agree that, although portions of the Pump Stations are located on land within the Easement Property as described on Exhibit D-1, the Pump Stations are owned by SCA Utilities, and SCA Utilities has rights to access and use the areas where the Pump Stations are located. SCA Utilities and the SCA Utilities Designees shall at all times have a perpetual and unrestricted easement and the right and authority for use, operation, maintenance, repair and modification of the Pump Stations in accordance with the Utility Agreement. Nothing herein shall in any way limit or restrict the right and privilege of SCA Utilities at any time and from time to time, to operate, maintain, repair, replace, modify, expand and alter the Pump Stations or any component thereof. The rights and easements in this Section shall be exclusive as to SCA Utilities and the SCA Utilities Designees for so long as SCA Utilities is the owner and operator of such Pump Stations. The Association acknowledges and agrees it shall not grant any rights, licenses, easements or similar interests to any other person or entity which are inconsistent with the foregoing. Further, the Association shall not undertake any activity or grant any rights, licenses, easements or similar interests which would prevent SCA Utilities from exercising the rights granted hereunder or which would in any way limit, hinder or adversely impact SCA Utilities' ownership and operation of the Pump Stations.

6. Encroachment Easement and Exclusive Use. The Association hereby grants, reserves, conveys and establishes in favor of SCA Utilities, a perpetual encroachment easement over, under, across and through that certain portion of Easement Property legally described on Exhibit E attached hereto and incorporated herein by this reference (the "Encroachment Easement Area") for encroachment of any building, fence or other improvement(s) located on the SCA Utilities Property which may encroach upon the Encroachment Easement Area. A perpetual easement is herein granted to allow such building, fence or other improvement(s) and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto the Encroachment Easement Area. The parties acknowledge and agree that, although a portion of a building, fence or any other improvement(s) may encroach upon the Encroachment Easement Area, such improvements are owned by SCA Utilities, and SCA Utilities has rights to access and use such improvements and the Encroachment Easement Area. SCA Utilities and the SCA Utilities Designees shall at all times have a perpetual, exclusive and unrestricted easement and the right and authority for use of the Encroachment Easement Area and any improvements located thereon. . Further, the Association shall not undertake or permit any

activity or grant any rights, licenses, easements or similar interests which would prevent SCA Utilities from exercising to the fullest extent the rights granted hereunder or which would in any way limit, hinder or adversely impact SCA Utilities' ownership and/or operation of the improvements located within the SCA Utilities Property or the Encroachment Easement Area.

7. Grant of Access Easement to Access SCA Utilities Property. The Association hereby grants, reserves, conveys and establishes in favor of SCA Utilities a non-exclusive perpetual easement over, under, across and through the Easement Property for purposes of ingress and egress to access and use the SCA Utilities Property. SCA Utilities shall at all times have a perpetual, nonexclusive, unrestricted easement for pedestrian and vehicular traffic (including construction vehicles, service and maintenance vehicles) for access and use over, alongside and through the Easement Property as necessary to travel to and from the SCA Utilities Property. The Association shall not obstruct or unreasonably hinder (or permit any other party to obstruct or unreasonably hinder) use of the Easement Property by SCA Utilities. Without the prior written consent of SCA Utilities, the Association shall not adopt any rules and regulations governing use of the Easement Property in a manner which materially impacts the SCA Utilities Property or SCA Utilities' use of the Easement Property. To the extent there is any security gate or other access control mechanism or facility now existing or installed in the future in connection with any portion of the Easement Property, the Association shall provide SCA Utilities with the same remote control device(s), access card(s), entry code(s) or other entry device(s) as those provided to residents within the Community, without distinction or additional restriction or additional cost. If the Association attempts to restrict or control access by means not approved by SCA Utilities, SCA Utilities may take any and all measures necessary to eliminate same, including disabling any entry system during any hours desired by SCA Utilities, and SCA Utilities shall have no liability in this regard.

8. Additional Utility Easement for SCA Utilities Property. Without limitation of any other rights and easements granted herein, the Association hereby grants, reserves, conveys and establishes in favor of SCA Utilities, and for the benefit of the SCA Utilities Property, a non-exclusive utility easement over, under, upon, in, across and/or through the Easement Property for the purpose of accessing, maintaining, repairing, connecting to, connecting with, installing, altering, relocating and/or replacing, utility facilities serving the SCA Utilities Property or as otherwise desired by SCA Utilities, including, without limitation, electricity, water, storm water drainage, gas, communication, and the provision of any other public or private utilities, facilities or services, whether now existing or hereafter installed in the Easement Property (collectively "**Additional Utility Facilities**").

9. Drainage Easement; Master Drainage System.

a. Grant of Drainage Easement. The Association hereby grants, reserves, conveys and establishes in favor of SCA Utilities, its successors and/or assigns and the SCA Utilities Designees, and for the benefit of the SCA Utilities Property, a perpetual non-exclusive drainage easement over, under, upon, in, across and/or through all drainage structures, drainage easements and/or drainage facilities in the Easement Property, including without limitation the Master Drainage System, for the purpose of drainage and flowage of surface water and stormwater and runoff from the SCA Utilities Property ("**Drainage Easement**"). Upon reasonable notice to

the Association whenever practicable, such Drainage Easement shall include reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair drainage facilities, culverts, swales, pumps, canals, electrical boxes, flowage pipes and irrigation pipes serving the SCA Utilities Property.

b. Maintenance of Master Drainage System. The Association shall maintain the Master Drainage System for the Community in accordance with all applicable governmental laws, regulations and requirements. SCA Utilities hereby grants to the Association a non-exclusive easement over, under, upon, in, across and/or through the portions of the SCA Utilities Property in which drainage structures and drainage facilities constituting portions of the Master Drainage System are located for the purpose of the Association's access to and maintenance of the Master Drainage System. SCA Utilities shall not obstruct or unreasonably hinder (or permit any other party to obstruct or unreasonably hinder) access to the Master Drainage System by the Association or any person or entity acting on behalf of the Association.

c. Limitation. Without the prior written consent of SCA Utilities, the Association shall not modify, alter, relocate, reclassify the use or eliminate any portion or component of the Master Drainage System in any manner materially adverse to the operation or use of the SCA Utilities Property or drainage therefrom. Without the prior written consent of the Association, SCA Utilities shall not modify, alter, relocate, reclassify the use or eliminate any portion or component of the Master Drainage System in any manner materially adverse to the operation or use of the Easement Property or drainage therefrom.

10. Enforcement; Attorneys' Fees. In the event of any dispute, litigation, or other proceeding between the parties arising out of this Agreement, to enforce any provision of this Agreement, or any right of either party hereunder, each party to such dispute, litigation, or other proceeding shall pay its own attorneys' fees, costs and expenses incurred in court, at trial, on appeal, and in any other proceeding irrespective of whether a party prevails in such litigation or proceeding.

11. Remedies; Self-Help. In the event of the violation or breach of this Agreement by either party (in such instance, the "**Breaching Party**"), the other party (in such instance, the "**Non-Breaching Party**") shall have all rights and remedies available at law and in equity, including, without limitation, the right of self-help as provided herein. In the event of any breach of this Agreement, in addition to all other remedies otherwise provided to the parties at law and in equity, the Non-Breaching Party, through its authorized agents and employees, may enter upon the Easement Property as necessary and at all times and take all actions necessary to abate, extinguish, remove, or repair such violation or breach, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, if a Breaching Party shall fail to immediately remedy any violation or breach after receiving written notice of such violation or breach, then the Non-Breaching Party shall have full authority to exercise all rights and remedies without further notice to Breaching Party. In addition, and without limitation of the foregoing, if a party fails to maintain, repair or replace any portion of the Easement Property for which they are responsible to maintain pursuant to this Agreement or pursuant to the Declarations (in such

instance, the "Defaulting Party"), the other party (in such instance, the "Non-Defaulting Party") shall be entitled, but not obligated, after giving fifteen (15) days written notice to the Defaulting Party, to conduct such maintenance, repair and/or replacement, as applicable, and charge the Defaulting Party for the full cost thereof, which shall be paid within thirty (30) days after receipt of each invoice therefor. In the event the Defaulting Party fails to pay such amounts within such thirty (30) day period, the Non-Defaulting Party shall be entitled to recover such amount from the Defaulting Party, together with interest thereon from the date advanced until paid at the rate of ten percent (10%) per year and all costs and attorneys' fees incurred in collection thereof, and the Non-Defaulting Party shall have a lien against all property within the Easement Property owned by the Defaulting Party for such all amounts.

12. Binding Effect. This Agreement and all easements, conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon the Association, SCA Utilities, SCA Utilities Property and the Easement Property, and inuring to the mutual benefit of parties and their property.

13. Interpretation; Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable. The fact that one of the parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

14. Headings. Headings and captions used in this Agreement are for convenience or reference only, shall not affect the construction of any terms, conditions or provisions contained in this Agreement and shall not be used, considered or referred to in resolving questions, for interpretation or to define any of terms, conditions or provisions contained in this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular and gender shall include all genders.

15. Authority; Enforceability. The Association and SCA Utilities each represents and warrants the execution, delivery and performance of this Agreement will not conflict with, nor result in the breach of, any agreement, whether oral or written, document or other instrument to which the either is a party or under which either is bound. Each party further represents and warrants it has full power and authority to execute and deliver this Agreement, and to perform the obligations hereunder, and has taken all actions necessary to authorize the execution, delivery and performance of this Agreement. Each party acknowledges and agrees that it has relied to its detriment upon the fact that the other party has exercised full authority and due care in entering into this Agreement with full knowledge and without any inducement other than the consideration as set forth herein. The parties intend the rights, privileges and easements granted herein are to be broadly construed. In entering into this Agreement, both SCA Utilities and the Association represent they have relied upon, or had sufficient opportunity to rely upon, the advice of an attorney of their own choice, and have completely read the terms of this Agreement and fully understand and voluntarily accept the terms set forth herein in their entirety.

16. Amendment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except only by a written instrument signed by Association and SCA Utilities, or their successors and/or assigns, as applicable. Such amendment shall be recorded in the Public Records of Pinellas County, Florida.

17. Waiver. No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

18. Time. Time is of the essence with respect to every provision of this Agreement where time is a factor. Except for any reference herein to business days (if and as applicable), any reference herein to a time period shall, in the computation thereof, include Saturdays, Sundays and legal holidays, but any time period provided for herein which shall begin or end on a Saturday, Sunday or legal holiday shall extend to begin on the next business day or end at 5:00 p.m. of the next full business day, as applicable.

19. Further Assurances/Cooperation. The Association and SCA Utilities agree from time to time to execute and deliver such further assurances and other documents and to use commercially reasonable efforts to do all things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

20. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be Pinellas County, Florida.

21. Effectiveness. This Agreement shall be effective upon the recordation of this Agreement in the Public Records of Pinellas County, Florida.

22. Waiver of Trial by Jury. The parties hereby expressly covenant and agree to waive the right to trial by jury in connection with any litigation or judicial proceeding relating to, directly or indirectly, or concerning this agreement or the conduct, omission, action obligation, duty, right benefit, privilege or liability of a party hereunder to the full extent permitted by law. This waiver of right to trial by jury is separately given and is knowingly, intentionally and voluntarily made by the parties. Each party acknowledges that this waiver or jury trial is a material inducement to the other parties in entering into this agreement and that such party has been represented by an attorney in connection with this jury trial waiver and understands the legal effect of this waiver. This waiver is intended to and does encompass each instance and each issue as to which the right to a jury trial would otherwise accrue. This waiver shall apply to this agreement and any future amendments, supplements or modifications to this agreement.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized representative as of this 17th day of December, 2021.

WITNESSES:

[Signature]
Print Name: Samantha Decker

[Signature]
Print Name: Karrie Crowley

ASSOCIATION:

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

[Signature]
Chuck McAllister, Vice-Chairman

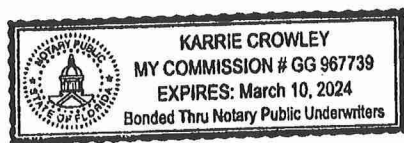
STATE OF FLORIDA)

COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of December, 2021, by Chuck McAllister, 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]

[Signature]
NOTARY PUBLIC
Print Name: Karrie Crowley
My Commission Expires: March 10, 2024
My Commission Number: CG 967739



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized representative as of this 17th day of December, 2021.

WITNESSES:

SCA PINELLAS UTILITIES, LLC, a Florida limited liability company

S. Decker
Print Name: Samantha Decker

By: SCA PINELLAS HOLDINGS, LLC,
a Florida limited liability company, its
sole member

Karrie Crowley
Print Name: Karrie Crowley

By: SIDNEY COLEN & ASSOCIATES,
LTD., a Florida limited partnership,
its sole member

By: SCA INVESTMENTS, INC., a
Florida corporation, its
General Partner

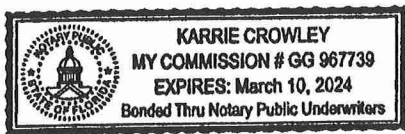
Kenneth D. Colen
By: Kenneth D. Colen, President

STATE OF FLORIDA)

COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of December, 2021, by Kenneth D. Colen, as President of SCA INVESTMENTS, INC., a Florida corporation, General Partner of SIDNEY COLEN & ASSOCIATES, LTD., a Florida limited partnership, sole member of SCA PINELLAS HOLDINGS, LLC, a Florida limited liability company, sole member of SCA PINELLAS UTILITIES, LLC, 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: GG 967739

"EXHIBIT A"**THE COMMUNITY****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 SECTION 1, TOWNSHIP 29 SOUTH, RANGE 15 EAST, SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, AND SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

NOTES:

1. DATE OF SKETCH: AUGUST 14, 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 AREA
 ■ DESCRIBED AREA

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 & G.I.S.
 CERTIFICATE OF AUTHORIZATION NO. 13891 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. 15633
 655 W. 5TH AVENUE, SUITE 100, PINELLAS COUNTY, FLORIDA 34642
 PHONE: 727.495.1492 FAX: 727.495.2753 www.jchgroup.com

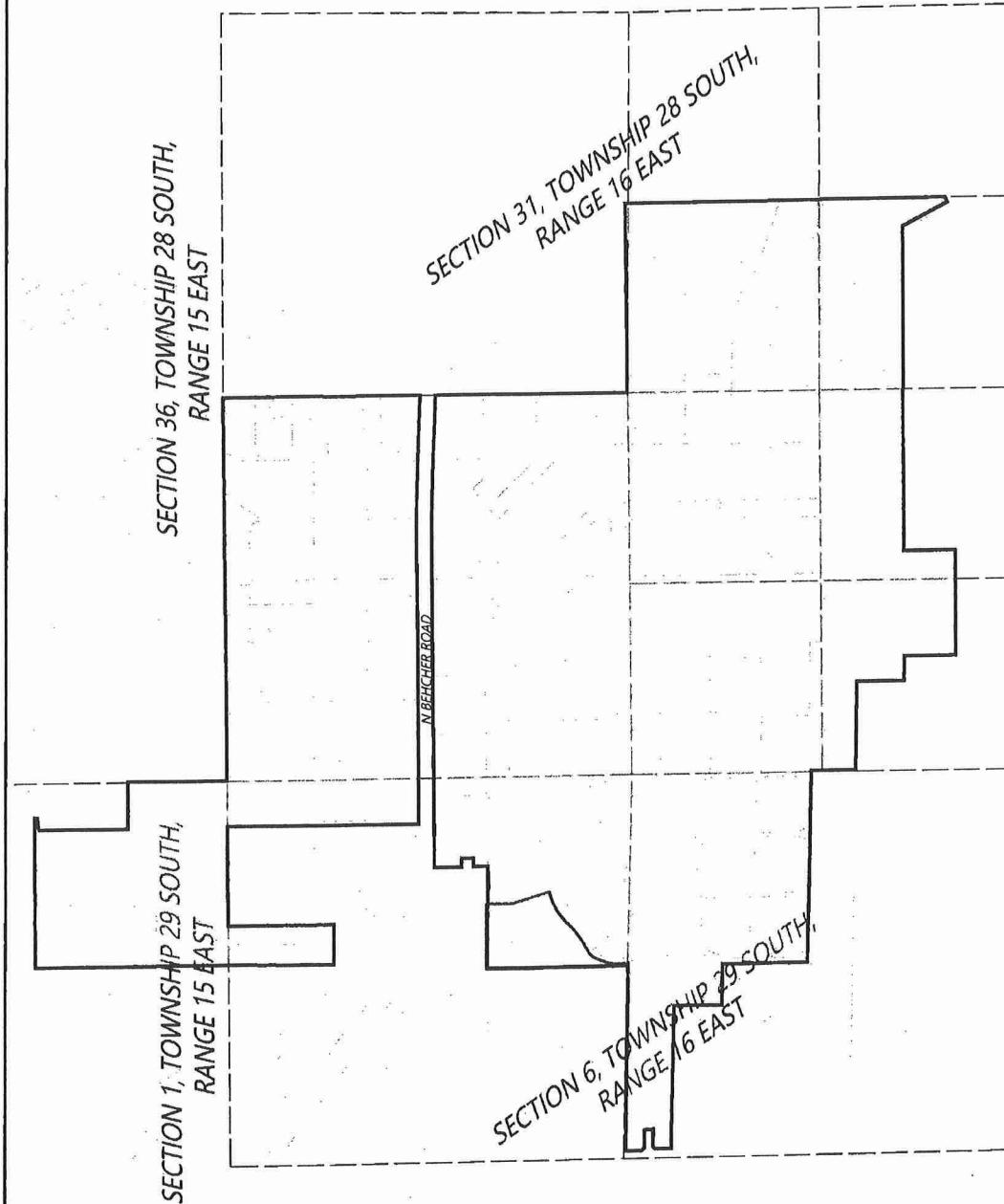
DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	EXHIBIT A - SCA UTILITY EASEMENT AGREEMENT
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"EXHIBIT A"

THE COMMUNITY

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 • G.I.S. <small>CERTIFICATE OF AUTHORIZATION: FRUIT CHRISTOPHER L. DRISKIN, P.E., C.E.M., C.E.A., C.E.S. 2601 15TH STREET, N.W., ALBUQUERQUE, NM 87104 PHONE: (505) 495-1462 FAX: (505) 495-1463 WWW: JCHGROUP.COM</small>	DRAWN:	C.J.H.	J.O.# 190352
	REVISED:		DWG.# 190352SK
	CHECKED:	C.J.H.	SHEET 2 OF 2
	APPROVED:	C.J.H.	EXHIBIT A - SCA UTILITY EASEMENT AGREEMENT
	SCALE: 1" = 900'		

EXHIBIT B**SCA UTILITIES WASTEWATER COLLECTION & RECLAIMED WATER
DISTRIBUTION SYSTEM**

The SCA Utilities Wastewater & Reclaimed Water System is located within the Community and generally includes a domestic wastewater treatment plant, four (4) wastewater pump stations, a reclaimed water storage facility, and a reclaimed water high service pump station. Wastewater is collected from the Condominiums and related facilities within the Community through sanitary sewer laterals and conveyed through sanitary sewer gravity mains located throughout the Community Property and other amenity and service areas. The wastewater then discharges into a wastewater pumping station, also known as a lift station, where submersible pumps withdraw the wastewater from the wet well and discharge the wastewater into a sanitary sewer force main that discharges into a sanitary sewer manhole connected to a sanitary sewer main ultimately discharging to the master wastewater pumping station located at the Wastewater Treatment Facility. The master wastewater pumping station then pumps the wastewater into the Wastewater Treatment Facility where the treatment process begins. The wastewater is treated to meet the requirements as detailed in the Florida Department of Environmental Protection (FDEP) operating permit allowing the effluent (now referred to as "Reclaimed Water") to be utilized as irrigation quality water in public access areas. The Reclaimed Water is conveyed through reclaimed water transmission mains to the 2.4 Million Gallon Ground Storage Tank (GST) where the Reclaimed Water is stored for future use as irrigation quality water to be utilized on the golf course, common elements and other beneficial use areas. The Reclaimed Water High Service Pump Station (HSPS) is designed to maintain system pressure to these areas and withdrawals the reclaimed water from the GST as necessary to maintain system pressures and irrigation demands in the reclaimed water distribution system. The reclaimed water is discharged from the HSPS and is conveyed through reclaimed water mains where reclaimed water service lines are connected ("Tapped") into the reclaimed water mains allowing reclaimed water to travel from the reclaimed water mains to the Association Irrigation System to irrigate the common elements and other beneficial use areas and the golf course irrigation system to irrigate the golf courses.

The SCA Utilities Wastewater & Reclaimed Water System is specifically described by the State of Florida Department of Environmental Protection Domestic Wastewater Facility Permit No. FLA012905 as follows:

TREATMENT FACILITIES:

Operation of an existing 0.600 MGD Annual Average Daily Flow (AADF), Type I Ludzack-Ettinger process domestic wastewater treatment plant consisting of: an on-site influent pumping station of 6,170 gallons, one manually-cleaned fine screen, influent flow splitter box, one equalization basin of 208,000 gallons with diffused aeration, two anoxic basins of 124,000 gallons total volume, three aeration basins of 600,000 gallons total volume with diffused aeration, two clarifiers of 173,400 gallons total volume with 1,924 square feet of total surface area, four filter cells of 256 square

feet of surface area, a 3,400-gallon filter backwash pumping station, two chlorine contact chambers of 60,000 gallons total volume, using sodium hypochlorite liquid system. Waste activated sludge is piped to one aerated digester of 75,000 gallons from where it is transported to a permitted Residuals Management Facility for further treatment and disposal.

Reclaimed water which does not meet Part III Public Access quality standards is transferred from reject pumping station No. 1 to the reject storage prior to routing to the headworks for retreatment through reject pumping station No. 2. Reject storage includes one aboveground tank of 0.43 MG capacity.

REUSE:

Land Application: An existing 0.600 MGD AADF permitted capacity Part II slow-rate public access (R-001). R-001 consists of a 2.4 MG ground storage tank with a 27-hole golf course and residential landscape irrigation.

"EXHIBIT C"**SCA UTILITIES PROPERTY****SKETCH OF DESCRIPTION**

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

DESCRIPTION:**PARCEL 1**

THE FOLLOWING DESCRIBED LANDS LYING IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, AND SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 2309.34 FEET; THENCE N.89°44'17"W., 53.34 FEET TO THE POINT OF BEGINNING; THENCE N.89°44'17"W., 36.03 FEET; THENCE N.12°38'29"W., 31.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 04°47'48", AND A CHORD BEARING AND DISTANCE OF N.79°35'44"E., 35.15 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.16 FEET TO THE END OF SAID CURVE; THENCE S.12°38'29"E., 38.40 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 1160.99 FEET; THENCE S.89°30'50"W., 479.03 FEET TO THE POINT OF BEGINNING; THENCE N.89°51'29"W., 53.60 FEET; THENCE N.00°05'49"E., 82.23 FEET; THENCE N.89°56'36"W., 9.10 FEET; THENCE N.00°16'37"W., 91.68 FEET; THENCE N.88°35'42"E., 72.49 FEET; THENCE S.04°21'30"W., 93.87 FEET; THENCE S.89°56'36"E., 86.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 217.70 FEET, A CENTRAL ANGLE OF 32°18'29", AND A CHORD BEARING AND DISTANCE OF S.47°15'19"W., 121.14 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 122.76 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.32 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

NOTES:

1. DATE OF SKETCH: DECEMBER 14, 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 4

ONE IS NOT COMPLETE
WITHOUT THE OTHERS

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 AREA
 ■ DESCRIBED AREA
 ■ LESS AND EXCEPT
 NOT INCLUDED

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 - C.I.S.

CERTIFICATE OF AUTHORIZATION NO. 10577 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. 12/22/21

1500 W. FLORIDA STREET, SUITE 100, PALM BEACH, FLORIDA 33411

PHONE (561) 961-1482 FAX (561) 961-1403 WWW.JCHGROUP.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 1 OF 4
APPROVED:	C.J.H.	EXHIBIT C - UTILITY EASEMENT AGREEMENT
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"EXHIBIT C"**SCA UTILITIES PROPERTY****SKETCH OF DESCRIPTION**

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

DESCRIPTION:

CONTINUE FROM PREVIOUS PAGE...

PARCEL 3

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W., 941.55 FEET; THENCE S.89°30'50"W., 532.13 FEET TO THE POINT OF BEGINNING; THENCE N.89°47'17"W., 147.52 FEET; THENCE N.00°00'00"E., 122.52 FEET; THENCE N.82°17'38"E., 36.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 48°36'53", AND A CHORD BEARING AND DISTANCE OF N.89°15'06"E., 90.56 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 93.33 FEET TO THE END OF SAID CURVE; THENCE S.84°07'09"E., 21.12 FEET; THENCE S.00°00'00"E., 126.95 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.45 ACRES, MORE OR LESS.

PARCEL 4

A PORTION OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF ON TOP OF THE WORLD CONDOMINIUM UNIT 16 AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 16 THE FOLLOWING TWO (2) COURSES, (1.) N.89°53'17"E., 138.17 FEET; (2.) THENCE N.73°01'28"E., 270.21 FEET; THENCE DEPARTING SAID SOUTH BOUNDARY, S.12°14'24"E., 9.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 31°41'22", AND A CHORD BEARING AND DISTANCE OF S.28°05'05"E., 218.42 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 221.23 FEET TO A POINT OF TANGENCY; THENCE S.43°55'46"E., 43.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 15°02'23", AND A CHORD BEARING AND DISTANCE OF S.36°24'35"E., 196.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 196.87 FEET TO A POINT OF TANGENCY; THENCE S.28°53'23"E., 39.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 38°18'35", AND A CHORD BEARING AND DISTANCE OF S.48°02'41"E., 65.62 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.86 FEET TO A POINT OF TANGENCY; THENCE S.67°11'58"E., 51.78 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 30°30'25", AND A CHORD BEARING AND DISTANCE OF S.82°27'11"E., 144.70 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 146.42 FEET TO A POINT OF TANGENCY; THENCE N.82°17'37"E., 38.97 FEET TO THE EASTERLY BOUNDARY OF ON TOP OF THE WORLD CONDOMINIUM UNIT 15 AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 1 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY BOUNDARY, S.00°40'27"W., 24.29 FEET TO THE PROJECTION OF THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2819, PAGE 73 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY, ALONG THE PROJECTION AND SOUTH BOUNDARY OF SAID LANDS, S.89°53'17"W., 982.24 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE DEPARTING SAID SOUTH BOUNDARY, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, N.00°01'27"E., 450.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LANDS; THENCE DEPARTING SAID WESTERLY BOUNDARY, ALONG THE NORTHERLY BOUNDARY OF SAID LANDS, N.89°53'17"E., 36.83 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 6.78 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

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

SHEET 2 OF 4

ONE IS NOT COMPLETE
WITHOUT THE OTHERS



JCH
 CONSULTING GROUP, INC.
 LAND DEVELOPMENT SURVEYING & MAPPING
 PLANNING • ENVIRONMENTAL • G.I.S.
 2500 15TH STREET, N. PINELLAS COUNTY, FLORIDA 34653
 PHONE (727) 491-1967 FAX (888) 222-4333 WWW.JCHG.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 2 OF 4
APPROVED:	C.J.H.	EXHIBIT C - UTILITY EASEMENT AGREEMENT

"EXHIBIT C"**SCA UTILITIES PROPERTY**

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

DESCRIPTION:

CONTINUED FROM PREVIOUS PAGE...

PARCEL 5

A PORTION OF SECTION 1 TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91; THENCE N.00°35'38"W., 71.52 FEET TO THE POINT OF BEGINNING; THENCE N.90°00'00"W., 27.14 FEET; THENCE N.00°00'00"E., 55.69 FEET; THENCE N.90°00'00"E., 26.57 FEET TO THE NORTHWEST CONNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91; THENCE ALONG THE WEST BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91, S.00°35'38"E., 55.69 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

NOTE: THIS IS NOT A SURVEY
 SHEET 3 OF 4
 ONE IS NOT COMPLETE
 WITHOUT THE OTHERS



JCH

CONSULTING GROUP, INC.

LAND DEVELOPMENT SURVEYING & MAPPING

PLANNING • ENVIRONMENTAL • G.I.S.

CERTIFICATE OF AUTHORIZATION NO. 18-077 CHRISTOPHER J. JOHNSON, P.E., C.F.M., 18603

12506 18TH STREET, N.W., ALA, FLORIDA 34479

PHONE (352) 691-7462 FAX (352) 692-5335 WWW.JCHGROUP.COM

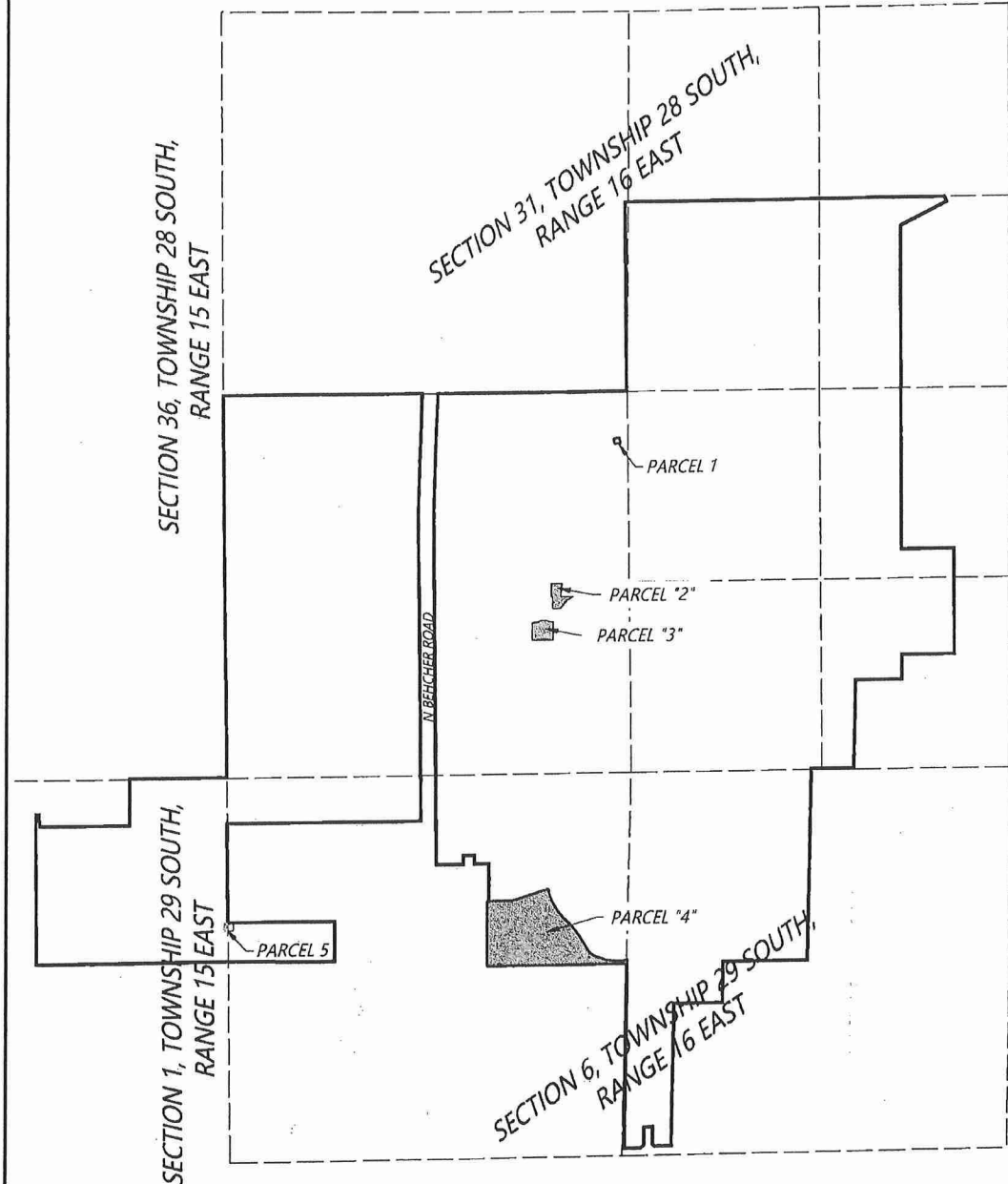
DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 3 OF 4
APPROVED:	C.J.H.	EXHIBIT C - UTILITY EASEMENT AGREEMENT

"EXHIBIT C"

SCA UTILITIES PROPERTY

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

**NOTE: THIS
IS NOT A
SURVEY**
SHEET 4 OF 4
ONE IS NOT
COMPLETE
WITHOUT
THE OTHERS



JCH

CONSULTING GROUP, INC.
LAND DEVELOPMENT, SURVEYING & MAPPING
PLANNING, ENVIRONMENTAL, G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 188571
STATE OF FLORIDA, PINELLAS COUNTY
PINELLAS COUNTY, FLORIDA
PHONE (813) 462-1462 FAX (813) 462-1463 WWW.JCHGROUP.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 4 OF 4
APPROVED:	C.J.H.	EXHIBIT C - UTILITY EASEMENT AGREEMENT
SCALE: 1" = 900'		

"EXHIBIT D"**PUMP STATIONS**

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

DESCRIPTION:**PARCEL 1**

A PORTION OF SECTION 31, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 31; THENCE N.00°29'10"W, 2309.34 FEET; THENCE N.89°44'17"W, 53.34 FEET TO THE POINT OF BEGINNING; THENCE N.89°44'17"W, 36.03 FEET; THENCE N.12°38'29"W, 31.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 04°47'48", AND A CHORD BEARING AND DISTANCE OF N.79°35'44"E., 35.15 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.16 FEET TO THE END OF SAID CURVE; THENCE S.12°38'29"E., 38.40 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

CONTINUE NEXT PAGE....

NOTES:

1. DATE OF SKETCH: AUGUST 14, 2020.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
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LEGEND:

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

****NOTE: THIS IS NOT A SURVEY****
 SHEET 1 OF 6
 ONE IS NOT COMPLETE
 WITHOUT THE OTHER

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 • G.I.S.

17000 W. 11TH AVE. SUITE 100, ST. PETERSBURG, FL 33735
 (727) 321-1100 FAX (727) 321-1101 www.jchgroup.com

DRAWN:	M.A.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 1 OF 6
APPROVED:	C.J.H.	EXHIBIT D - UTILITY EASEMENT AGREEMENT
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"EXHIBIT D"**PUMP STATIONS**

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

DESCRIPTION:

CONTINUED FROM PREVIOUS PAGE...

PARCEL 2

A PORTION OF ON TOP OF THE WORLD CONDOMINIUM UNIT 91 AS RECORDED IN CONDOMINIUM BOOK 118, PAGE 53 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, & SECTION 1 TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91; THENCE N.00°35'38"W., 71.52 FEET TO THE POINT OF BEGINNING; THENCE N.90°00'00"W., 27.14 FEET; THENCE N.00°00'00"E., 55.69 FEET; THENCE N.90°00'00"E., 65.65 FEET THENCE S.00°02'20"W., 55.69 FEET; THENCE N.90°00'00"W., 38.47 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.08 ACRES, MORE OR LESS.

PARCEL 3

A PORTION OF ON TOP OF THE WORLD CONDOMINIUM UNIT 87 AS RECORDED IN CONDOMINIUM BOOK 113, PAGE 43, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF ON TOP OF THE WORLD CONDOMINIUM UNIT 91 AS RECORDED IN CONDOMINIUM BOOK 118, PAGE 53 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.00°00'00"E., 831.22 FEET; THENCE N.90°00'00"E., 146.96 FEET TO THE POINT OF BEGINNING; THENCE N.00°00'00"E., 42.77 FEET; THENCE N.90°00'00"E., 46.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 46°47'29", AND A CHORD BEARING AND DISTANCE OF S.14°02'52"E., 30.18 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.03 FEET TO THE END OF SAID CURVE; THENCE S.00°00'00"E., 13.50 FEET; THENCE N.90°00'00"W., 53.94 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

****NOTE: THIS IS NOT A SURVEY****
SHEET 2 OF 6
ONE IS NOT COMPLETE
WITHOUT THE OTHER



JCH

CONSULTING GROUP, INC.
 LAND DEVELOPMENT, SURVEYING & MAPPING
 PLANNING, ENVIRONMENTAL, G.I.S.
 4200 WEST STREET, SUITE 100, TAMPA, FL 33609
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DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 2 OF 6
APPROVED:	C.J.H.	EXHIBIT D - UTILITY EASEMENT AGREEMENT
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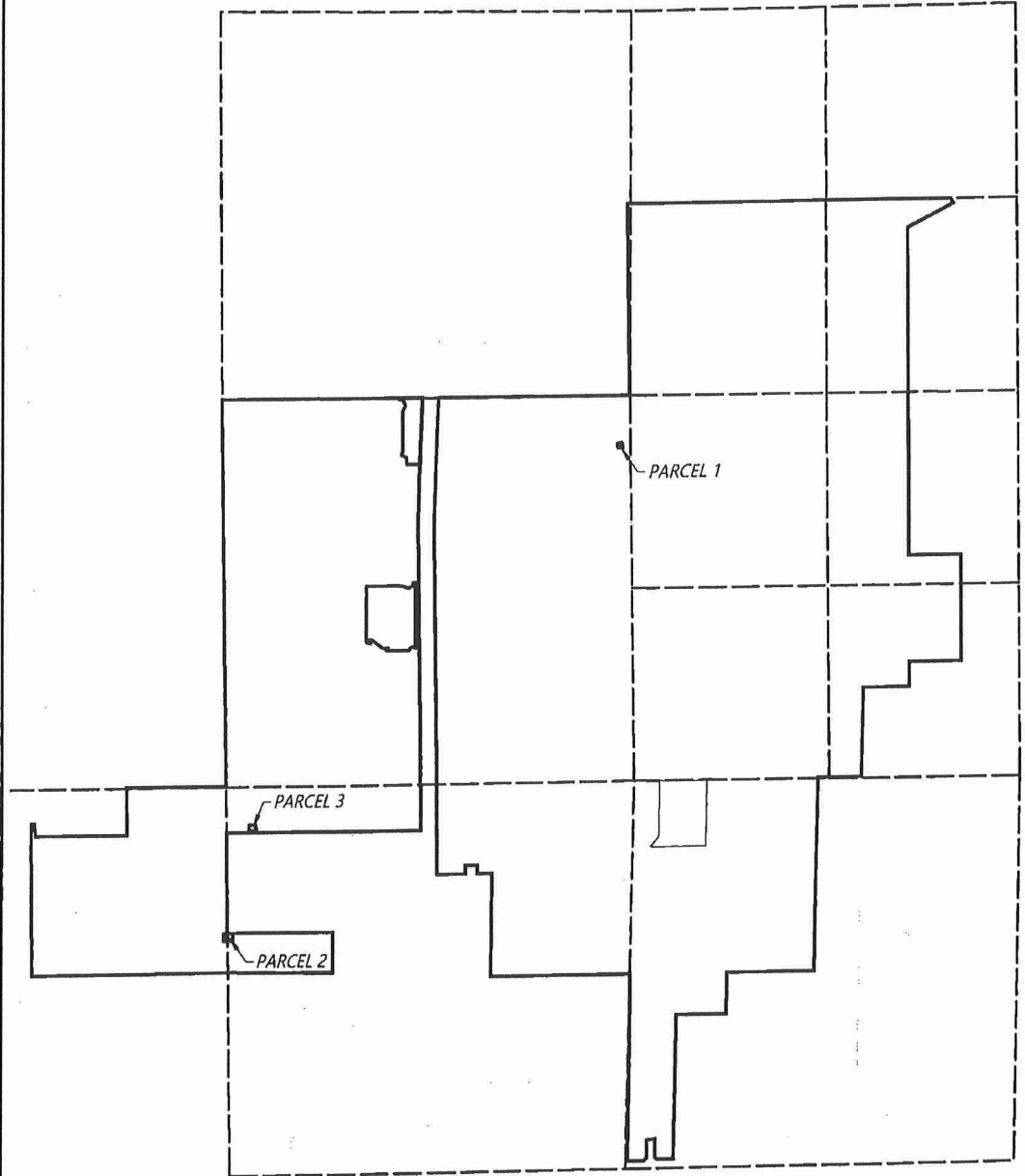
"EXHIBIT D"

PUMP STATIONS



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

**NOTE: THIS IS NOT A
SURVEY**
SHEET 3 OF 6
ONE IS NOT COMPLETE
WITHOUT THE OTHER



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CONSULTING GROUP, INC.

LAND DEVELOPMENT - SURVEYING & MAPPING

PLANNING - ENVIRONMENTAL - G.I.S.

CERTIFICATE OF AUTHORIZATION NO. 118571 - CHRISTOPHER J. HARRISON, P.E., C.F.A. - 154651

ONE SOUTH VILLAGE, PINELLAS COUNTY, FLORIDA 34651

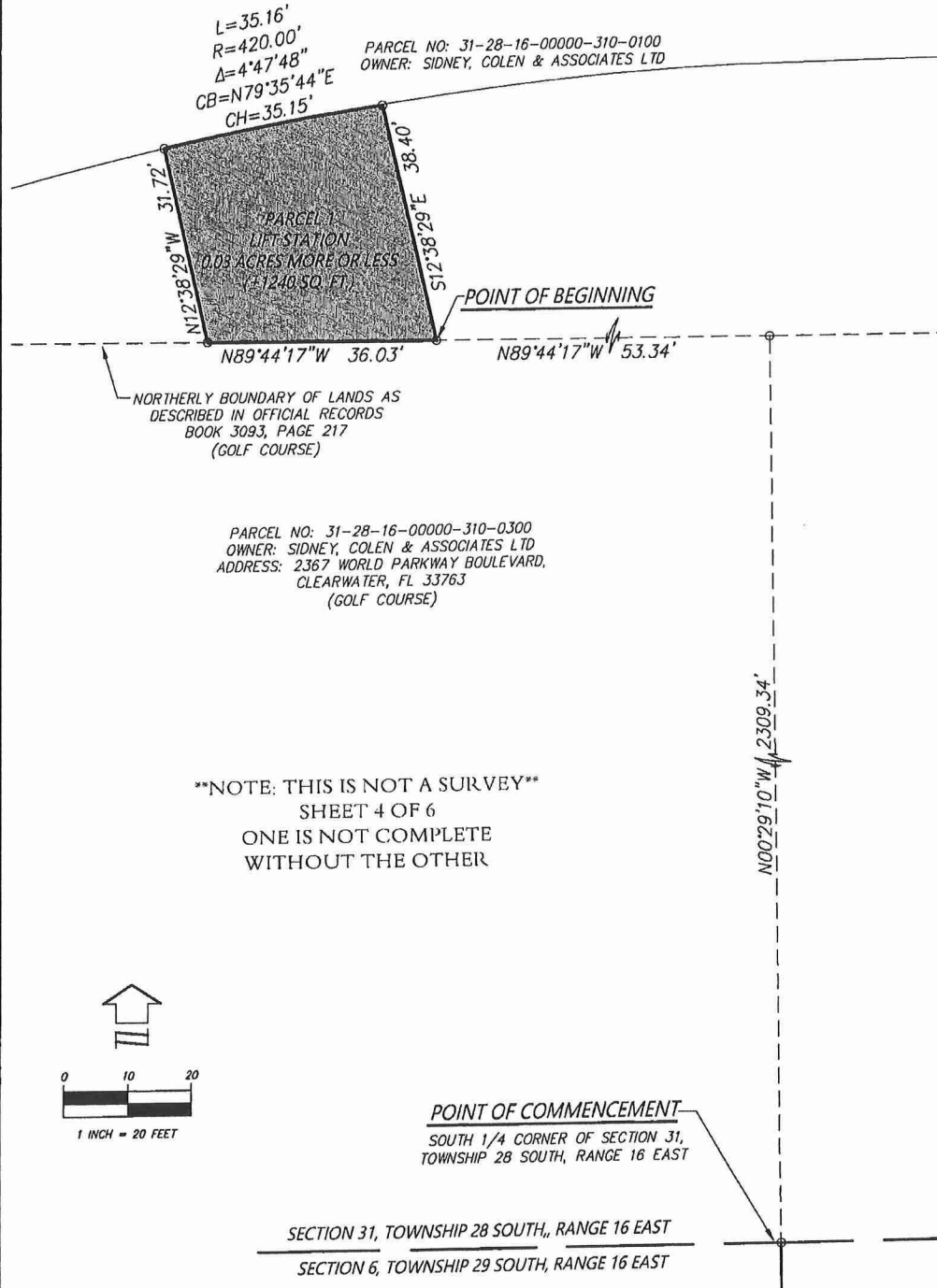
PHONE: 941.468.1462 FAX: 941.272.8338 WWW.JCH24.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 3 OF 6
APPROVED:	C.J.H.	EXHIBIT D - UTILITY EASEMENT AGREEMENT
SCALE: 1" = 900'		

"EXHIBIT D"

PUMP STATIONS

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



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CONSULTING GROUP, INC.

LAND DEVELOPMENT, SURVEYING & MAPPING

PLANNING - ENVIRONMENTAL - G.I.S.

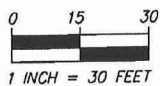
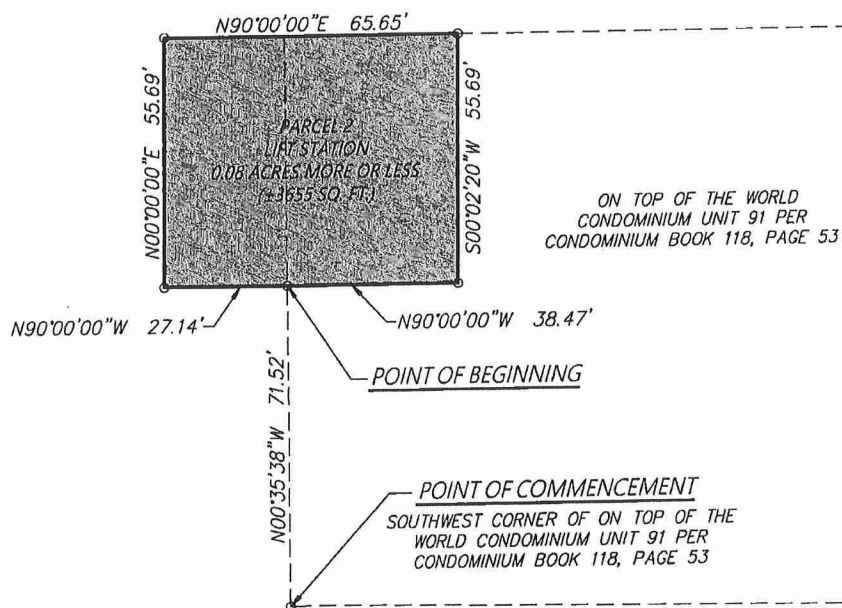
CERTIFICATE OF AUTHORIZATION NO. 110677 - CURTIS FOWLER & JENNIFER L. HUBBARD, P.E., F.T.S. 15653
 425 SR 1511 STREET, SUITE 100, CLEARWATER, FL 33763
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DRAWN:	M.A.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 4 OF 6
APPROVED:	C.J.H.	EXHIBIT D - UTILITY EASEMENT AGREEMENT
SCALE: 1" = 20'		

"EXHIBIT D"

PUMP STATIONS

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



NOTE: THIS IS NOT A SURVEY
SHEET 5 OF 6
ONE IS NOT COMPLETE
WITHOUT THE OTHER



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CONSULTING GROUP, INC.

LAND DEVELOPMENT, SURVEYING & MAPPING
PLANNING, ENVIRONMENTAL, G.I.S.
CERTIFICATE OF REGISTRATION NO. 118871 - CIVIL ENGINEER (PINELLAS COUNTY, FLORIDA)
STATE OF FLORIDA OFFICE OF REGULATION
PINELLAS COUNTY, FLORIDA
PHONE: 335-661-1100 FAX: 335-222-8335 www.jchgroup.com

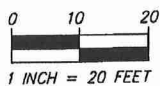
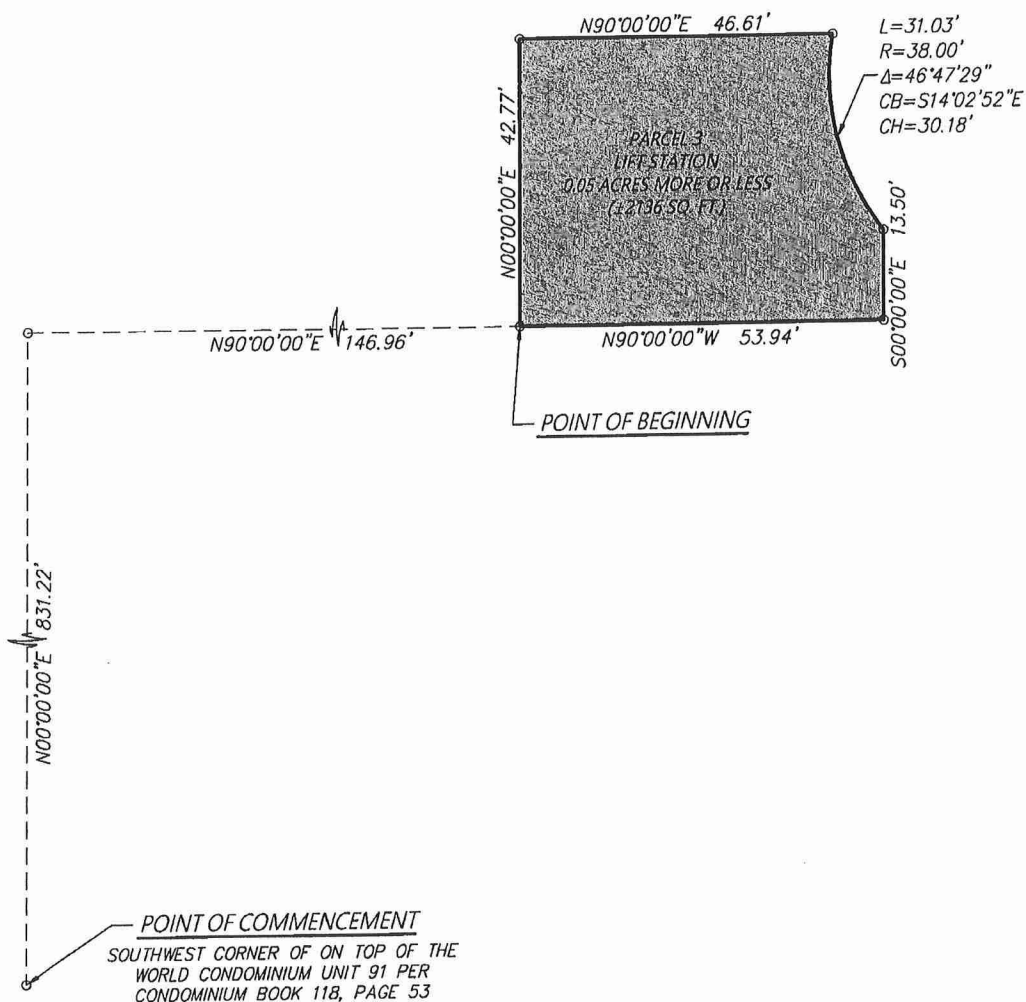
DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 5 OF 6
APPROVED:	C.J.H.	EXHIBIT D - UTILITY EASEMENT AGREEMENT
SCALE: 1" = 30'		

"EXHIBIT D"

PUMP STATIONS

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

ON TOP OF THE WORLD CONDOMINIUM UNIT 87
BUILDING 90
PER CONDOMINIUM BOOK 113, PAGE 43



NOTE: THIS IS NOT A SURVEY
SHEET 6 OF 6
ONE IS NOT COMPLETE
WITHOUT THE OTHER



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CONSULTING GROUP, INC.
LAND DEVELOPMENT, SURVEYING & MAPPING
PLANNING, ENVIRONMENTAL & G.I.S.
CERTIFICATE OF AUTHORIZATION NO. 18807
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DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 6 OF 6
APPROVED:	C.J.H.	EXHIBIT D - UTILITY EASEMENT AGREEMENT
SCALE: 1" = 20'		

"EXHIBIT D-1"**EASEMENT PROPERTY PUMP STATIONS"**

SKETCH OF DESCRIPTION
SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA

DESCRIPTION:**PARCEL 1**

A PORTION OF ON TOP OF THE WORLD CONDOMINIUM UNIT 87 AS RECORDED IN CONDOMINIUM BOOK 113, PAGE 43, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF ON TOP OF THE WORLD CONDOMINIUM UNIT 91 AS RECORDED IN CONDOMINIUM BOOK 118, PAGE 53 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N.00°00'00"E., 831.22 FEET; THENCE N.90°00'00"E., 146.96 FEET TO THE POINT OF BEGINNING; THENCE N.00°00'00"E., 42.77 FEET; THENCE N.90°00'00"E., 46.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 38.00 FEET, A CENTRAL ANGLE OF 46°47'29", AND A CHORD BEARING AND DISTANCE OF S.14°02'52"E., 30.18 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 31.03 FEET TO THE END OF SAID CURVE; THENCE S.00°00'00"E., 13.50 FEET; THENCE N.90°00'00"W., 53.94 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

PARCEL 2

A PORTION OF ON TOP OF THE WORLD CONDOMINIUM UNIT 91 AS RECORDED IN CONDOMINIUM BOOK 118, PAGE 53 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91; THENCE ALONG THE WEST BOUNDARY OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91, N.00°35'38"W., 71.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST BOUNDARY, N.00°35'38"W., 55.69 FEET TO THE NORTHWEST CORNER OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 91; THENCE DEPARTING SAID WEST BOUNDARY, N.90°00'00"E., 39.08 FEET; THENCE S.00°02'20"W., 55.69 FEET; THENCE N.90°00'00"W., 38.47 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.05 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: DECEMBER 15, 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
 o CHANGE IN DIRECTION
 — OVERALL BOUNDARY
 OF DESCRIBED AREA
 ■ DESCRIBED AREA
 ■ LESS AND EXCEPT
 NOT INCLUDED

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 & G.I.S.

CERTIFICATE OF AUTHORIZATION: 18-571 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. 18-571
 2500 15TH STREET, CYCLE, FLORIDA 34714
 PHONE: 352-495-1442 FAX: 888-232-8337 www.jchgroup.com

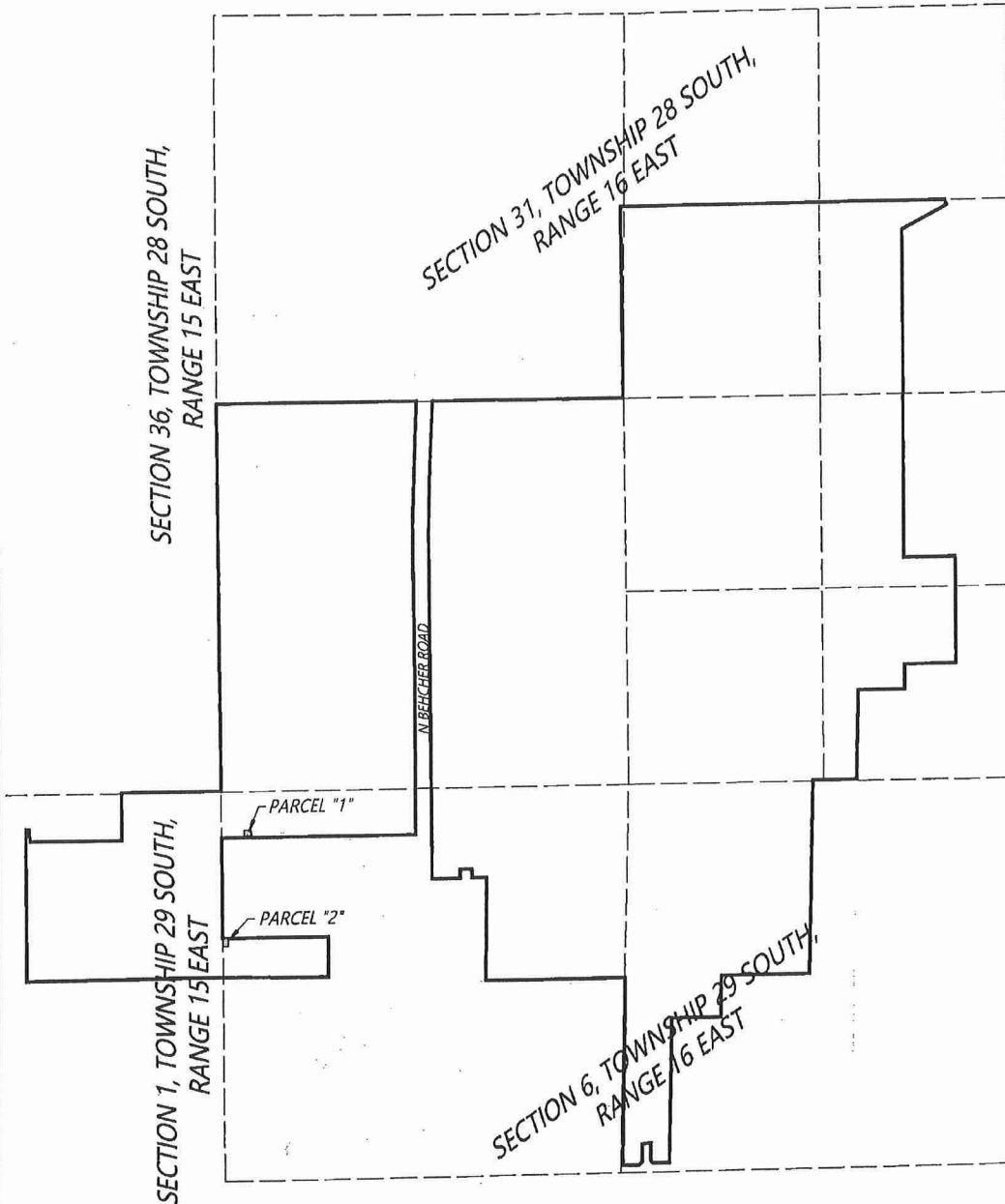
DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	EXHIBIT D-1 - EASEMENT PROPERTY PUMP STATIONS
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"EXHIBIT D-1"

EASEMENT PROPERTY PUMP STATIONS

SKETCH OF DESCRIPTION
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

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LAND DEVELOPMENT, SURVEYING & MAPPING
PLANNING, ENVIRONMENTAL, G.I.S.
CERTIFICATE OF REGISTRATION NO. 18874 CHRISTOPHER J. JOHNSON P.E., C.E.M. 15633
25 SW 10TH STREET, SUITE 100, PALM BEACH, FLORIDA 33411
PHONE: (561) 405-1402 FAX: (561) 275-5115 WWW.JCHGROUP.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SKR
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	EXHIBIT D-1 - EASEMENT PROPERTY PUMP STATIONS
SCALE:	1" = 900'	

"EXHIBIT E"**ENCROACHMENT EASEMENT AREA**

SKETCH OF DESCRIPTION
SECTION 6 TOWNSHIP 29 SOUTH, RANGE 16 EAST,
PINELLAS COUNTY, FLORIDA

DESCRIPTION:

A PORTION OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF ON TOP OF THE WORLD CONDOMINIUM UNIT 16 AS RECORDED IN CONDOMINIUM BOOK 8, PAGE 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EAST BOUNDARY OF OF SAID ON TOP OF THE WORLD CONDOMINIUM UNIT 16 THE FOLLOWING TWO (2) COURSES, (1.) N.00°01'27"E., 11.72 FEET TO A POINT OF ON A NON-TANGENT CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 71°17'19", AND A CHORD BEARING AND DISTANCE OF N.54°22'35"E., 40.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 43.55 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY, N.85°29'53"E., 297.83 TO THE SOUTHERLY BOUNDARY OF SAID ON TOP OF THE WORLD UNIT 16; THENCE ALONG SAID SOUTHERLY BOUNDARY THE FOLLOWING TWO (2) COURSES, (1.) S.73°01'28"W., 200.66 FEET; (2.) S.89°53'17"W., 138.17 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.20 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: APRIL 10, 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.

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 AREA
 ■ DESCRIBED AREA

NOTE: THIS IS NOT A SURVEY

SHEET 1 OF 2

ONE IS NOT COMPLETE
 WITHOUT THE OTHER

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



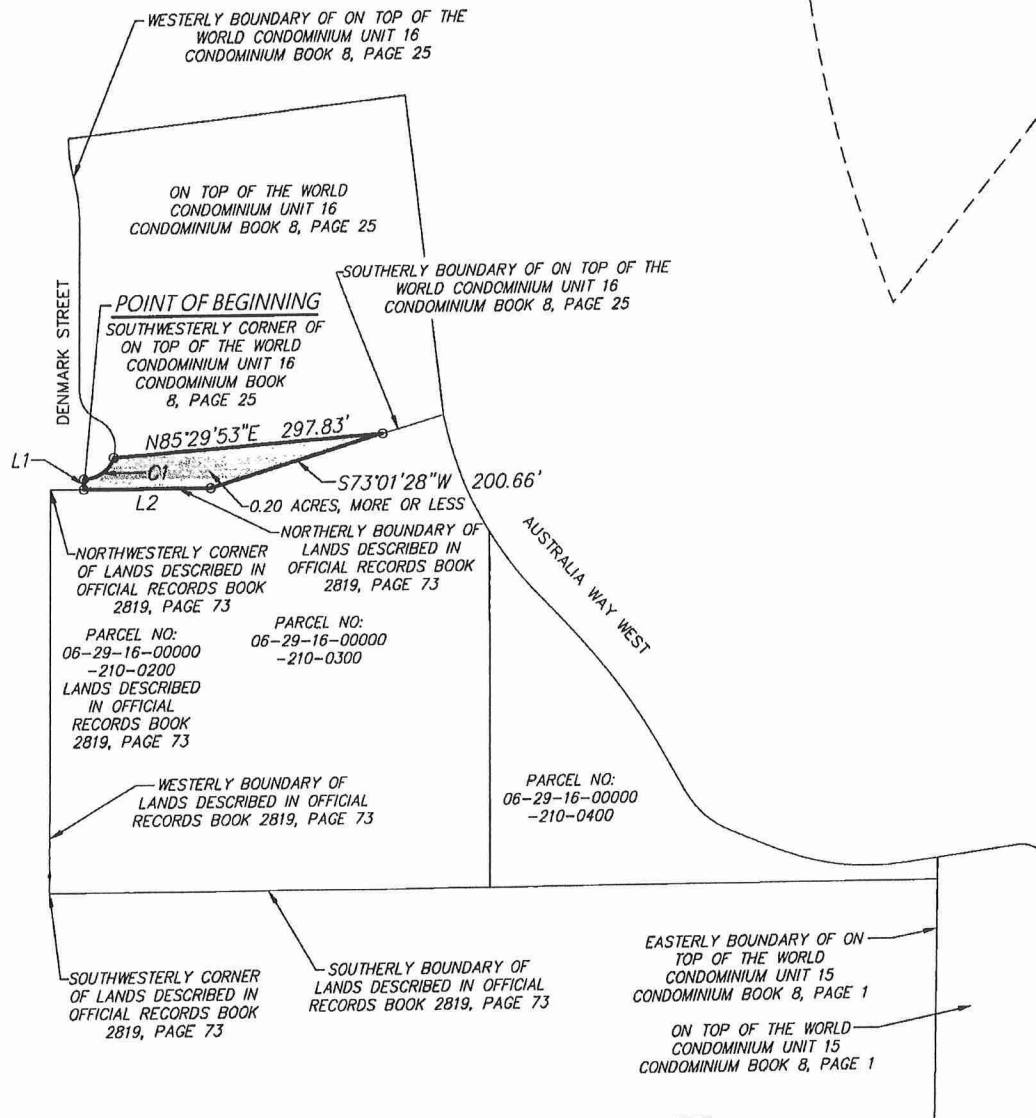
JCH
 CONSULTING GROUP, INC.

LAND DEVELOPMENT, SURVEYING & MAPPING
 PLANNING, ENVIRONMENTAL, G.I.S.
 CERTIFICATION: SURVEYING AND MAPPING - 1875-1 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
 4200 WESTERN BLVD., SUITE 200, TAMPA, FL 33609
 PHONE: 813.461.1462 FAX: 888.272.4033 WWW.JCHGROUP.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	EXHIBIT E - UTILITY EASEMENT AGREEMENT
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"EXHIBIT E"**ENCROACHMENT EASEMENT AREA**

SKETCH OF DESCRIPTION
SECTION 6 TOWNSHIP 29 SOUTH, RANGE 16 EAST,
PINELLAS COUNTY, FLORIDA



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	43.55	35.00	071°17'19"	40.79

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0°01'27"E	11.72
L2	S89°53'17"W	138.17



0 75 150
1 INCH = 150 FEET

****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, G.I.S.
CERTIFICATE OF REGISTRATION NO. 11857 - CHRISTOPHER J. HOBSON, P.S.M., C.F.A.S. 15433
25 SW 8TH STREET, SUITE 100, MIAMI, FL 33135
PHONE: 781.83.1162 FAX: 781.83.1163 WWW.JCHGROUP.COM

DRAWN:	C.J.H.	J.O.# 190352
REVISED:		DWG.# 190352SK
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	EXHIBIT E - UTILITY EASEMENT AGREEMENT
SCALE: 1" = 150'		