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KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2017241202 08/02/2017 at 02:05 PM  
OFF REC BK: 19727 PG: 1879-1882  
DocType:EASEMENT RECORDING: \$35.50

Prepared by:  
Pasco County Real Estate  
Division 8623 Regency Park  
Boulevard Port Richey, FL  
34668-5742

Property Appraiser's Parcel ID No(s):  
(portion of) 06-27-16-75861-000-0003; (portion of) 06-27-16-75861-000-1050; (portion of) 06-27-16-75861-000-1060; (portion of) 06-27-16-75861-000-1210; (portion of) 06-27-16-75861-000-1220; (portion of) 06-27-16-75861-000-1230; (portion of) 06-27-16-75861-000-1240; (portion of) 06-27-16-75861-000-1250; (portion of) 06-27-16-75861-000-1260

### DRAINAGE EASEMENT

THIS INDENTURE, made between **River Watch Homeowner's Association, Inc., whose mailing address is 36434 US Hwy 19 N, Palm Harbor, FL 34684**, hereinafter referred to as the "Grantor," and PASCO COUNTY, a Political Subdivision of the State of Florida, whose address is 37918 Meridian Avenue, Dade City, Florida 33525, hereinafter referred to as "Grantee."

WITNESSETH, that Grantor for good and valuable consideration by Grantee, the receipt and sufficiency of which is hereby acknowledged, by these presents does remise, release and quit-claim unto the Grantee a nonexclusive perpetual easement for any drainage purpose, over, under and across the property described in Exhibit "A," attached hereto and incorporated herein (the Easement). Grantee shall be solely responsible for the installation, maintenance and any needed future replacements of the drainage structures within the Easement, and Grantor shall be primarily responsible for maintenance of the above-ground features within the Easement, subject to the exceptions contained herein. Any work performed by the Grantee shall be consistent with any and all applicable regulations and permits issued for the property, including those issued by the Southwest Florida Water Management District and/or the City of Tarpon Springs.

WITNESSETH, all trees found within the Easement shall be removed by the Grantee. The Grantee shall initially make, one time only, one tree available to the Grantor for each tree thus removed. Each tree thus provided shall be Florida #1 grade or better and be of a minimum of 1-1/2" diameter at breast height (DBH), minimum crown of 2 feet, minimum height of 6 feet and shall be provided on site, ready for planting at the conclusion of the construction. Tree replacement will be in compliance with City Ordinance 134.03, with final tree selection made by the Grantor from the City's approved tree list.

WITNESSETH, all areas within the Easement impacted by the construction and subsequent maintenance efforts of the Grantee shall be restored to like-new condition, including sodding and restoration of any irrigation appurtenances that may have been disturbed, by the Grantee. All work shall be done in a good and workman-like manner. Grantee responsibility includes any future erosion or other damage to the surrounding environment directly attributable to the drainage structures.

Grantor reserves the right and benefit to use the Easement for any purpose that does not interfere with or unreasonably burden Grantee's rights under this Easement. Grantor may not construct any permanent structures within the easement. Grantor may not plant any trees within the easement.

TO HAVE AND TO HOLD the same with all and singular the appurtenances thereunto belonging or in anywise appertaining to the granting of this easement in law or equity to the only proper use, benefit and behoof of Grantee, or its successors or assigns. This Easement and all of the conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land and binding upon and inuring to the benefit of Grantor and Grantee, and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in his name.

Signed in the presence of:

[Signature]  
1<sup>st</sup> Witness signature

CATHERINE M. HARTY  
1<sup>st</sup> Witness print name

[Signature]  
Bob St. Lawrence, President

[Signature]  
2<sup>nd</sup> Witness signature

Jonathan Brooks  
2<sup>nd</sup> Witness print name

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **Bob St. Lawrence**, [ ] who produced \_\_\_\_\_ as identification, or [X] who is personally known to me, and that he acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of July, 2017.

[Signature]  
Notary Signature

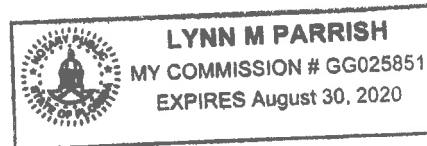


EXHIBIT A

LEGAL DESCRIPTION

PERMANENT DRAINAGE EASEMENT  
RIVER WATCH

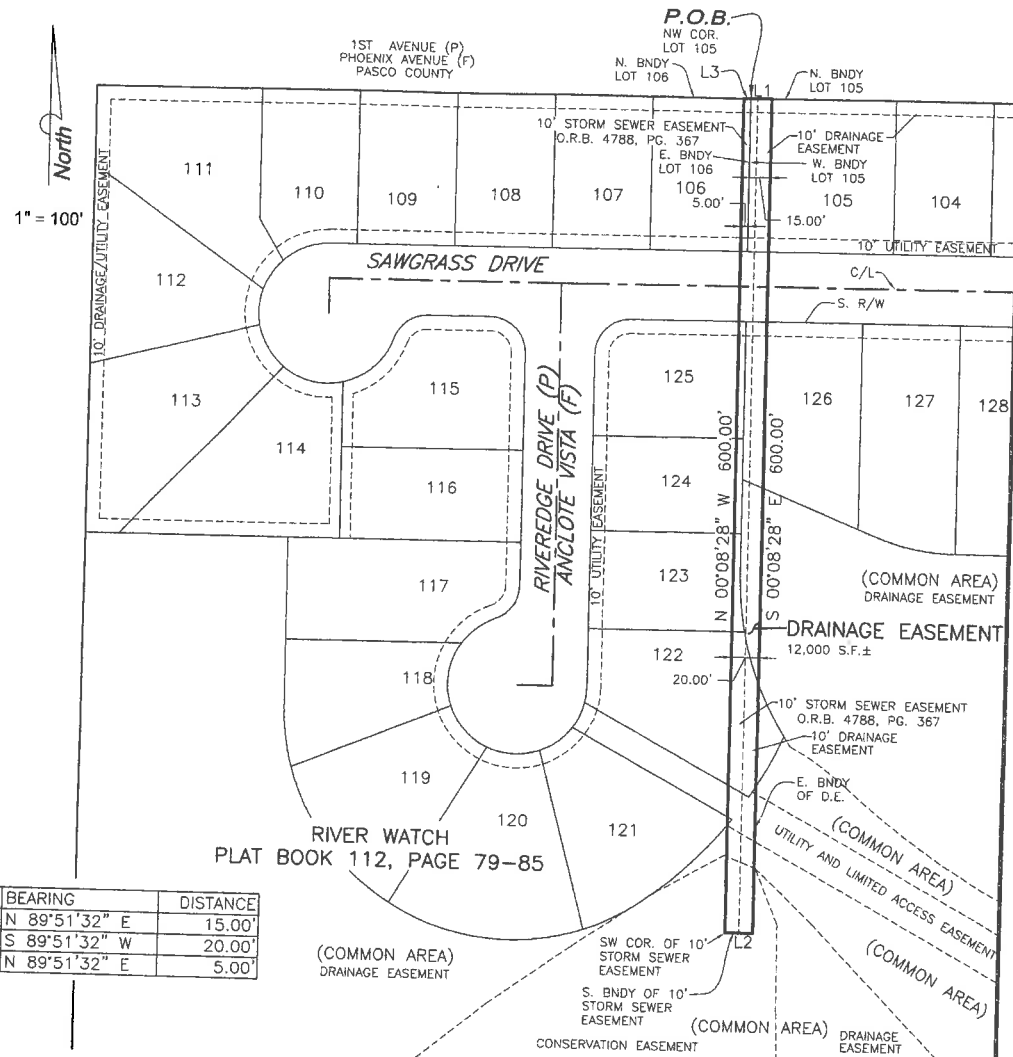
A portion of Lot 105, Lot 106, Lots 121 through 126, inclusive, Sawgrass Drive and Common Areas as shown on the plat of River Watch, recorded in Plat Book 112, Pages 79 through 85 of the Public Records of Pinellas County, Florida, all being further described as follows:

**Commence** at the Northwest corner of said Lot 105 for a **POINT OF BEGINNING**; thence along the North boundary of said Lot 105, North 89°51'32" East, a distance of 15.00 feet; thence South 00°08'28" East, a distance of 600.00 feet; thence South 89°51'32" West, a distance of 20.00 feet; thence North 00°08'28" West, a distance of 600.00 feet to the North boundary of said Lot 106; thence along the North boundary of said Lot 106, North 89°51'32" East, a distance of 5.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 12,000 square feet, more or less.

SHEET 1 of 2

**SECTION 6, TOWNSHIP 27 SOUTH, RANGE 16 EAST  
PINELLAS COUNTY, FLORIDA**



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 89°51'32" E | 15.00'   |
| L2   | S 89°51'32" W | 20.00'   |
| L3   | N 89°51'32" E | 5.00'    |


**NOTES:**

- Bearings are based on an assumed bearing of N 89°51'32" E for the centerline of Sawgrass Drive as shown on the plat of River Watch recorded in Plat Book 112, Pages 79 through 85 of the Public Records of Pinellas County, Florida.
- See sheet 1 for Legal Description.
- This sketch is not a survey.
- Not valid without the signature and the original raised seal of this Florida licensed surveyor and mapper.

**LEGEND:**

- BNDY = BOUNDARY
- C/L = CENTERLINE
- COR. = CORNER
- (F) = FIELD DATA
- (P) = PLAT DATA
- NELY = NORTHEASTERLY
- O.R.B. = OFFICIAL RECORDS BOOK
- P.O.B. = POINT OF BEGINNING
- S.F. = SQUARE FEET

**SKETCH OF DESCRIPTION**


**PASCO COUNTY ENGINEERING SERVICES DEPARTMENT**  
 8731 CITIZENS DRIVE  
 NEW PORT RICHEY, FL 34654

**RIVER WATCH HOME OWNER'S ASSOCIATES, INC.  
DRAINAGE EASEMENT**

|                                  |                           |                     |
|----------------------------------|---------------------------|---------------------|
| DATE OF SKETCH:<br>JUNE 30, 2017 | DRAWING FILE:<br>RWDE.DWG | W/O #<br>X-09280.50 |
| REVISION DATE:                   | DRAWN:<br>DJD             | CHECK:<br>FGS       |

SHEET 2 OF 2

  
**DENNIS J. DeHOFF, FLORIDA LICENSED  
SURVEYOR AND MAPPER NO. 4289**

This certifies that this sketch was made under my supervision and meets the Standards of Practice set forth by the Board of Professional Surveyors & Mappers in Chapter 5J-17, of the Florida Administrative code, pursuant to Section 472.027, Florida Statutes.

\\BCCRES01\Survey\Projects\FY1617\1617-148 Forest Hills Outfall\DWG\RWDE.dwg - June 30, 2017 2:44 PM