

PREPARED BY AND RETURN TO:

Amber F. Williams
Jameson Pepple Cantu PLLC
2430 Estancia Blvd., Suite 114
Clearwater, FL 33761

ABOVE SPACE RESERVED FOR COUNTY RECORDER

TERMINATION OF PERPETUAL MAINTENANCE AGREEMENT

THIS TERMINATION OF PERPETUAL MAINTENANCE AGREEMENT (“**Termination**”) is executed this ____ day of _____, 2025 (“**Effective Date**”), by and between **SP Pinellas III LLC**, a Florida limited liability company (“**Owner**”), successor in interest to BDG Edwards, LLC, a Florida limited liability company (“**BDG**”), whose address is 5403 West Gray Street, Tampa, Florida 33609, and the **City of Pinellas Park** (“**City**”), whose address is 5141 78th Avenue North, Pinellas Park, Florida 33781 (collectively the “**Parties**”).

RECITALS:

A. BDG and the City entered into that certain Perpetual Maintenance Agreement, dated July 22, 2021, recorded at O.R. Book 21679, Page 146-153 (Instrument #2021273449), Public Records of Pinellas County, Florida (the “**Agreement**”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Agreement.

B. The Agreement contemplated that in connection with the development of the BDG Parcel, the BDG Parcel could access U.S. Highway 19 North via the 46th Street North Right of Way (“**US19 Access**”). In consideration of the City allowing the BDG Parcel to use the 46th Street North Right of Way, BDG entered into the Agreement.

C. Owner is the current owner of the BDG Parcel, by virtue of that certain Special Warranty Deed recorded at O.R. Book 21845, Page 1173-1175, Public Records of Pinellas County, Florida.

D. As part of the permitting process for the development of the BDG Parcel, Owner requested a permit from the Florida Department of Transportation (“**FDOT**”) for use of the 46th Street North Right of Way for US19 Access. FDOT denied such request.

E. Therefore, Owner revised its site plan and agrees that it will no longer seek to utilize the 46th Street North Right of Way for US19 Access, which thereby renders the paving, maintenance and repair requirements pursuant to the terms of the Agreement unnecessary.

F. Owner hereby desires to terminate the Agreement and the City hereby consents to same.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do hereby agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The recitals set forth above are true and correct and are hereby incorporated herein by this reference. All capitalized terms used in this Termination without separate definition shall have the same meanings assigned to them in the Agreement.

2. Agreement Not to Use. Owner acknowledges and agrees that it will not use the 46th Street North Right of Way for US19 Access.

3. Termination. The Agreement is hereby terminated and all obligations under same and such Agreement shall have no further force or effect, and the Parties hereby direct the Clerk of the Circuit Court of Pinellas County, Florida to cancel the same of record.

4. Counterparts. This Termination may be executed in any number of counterparts, each of which will be deemed to be an original, and all such counterparts will constitute one agreement. The signature of any party to any counterpart may be appended to any other counterpart.

(Signatures on Following Pages)

IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Termination as of the date and year as indicated above.

Signed, Sealed and Delivered in the presence of:

SP PINELLAS III LLC, a Florida limited liability company

By: SP Pinellas III Manager LLC, a Florida limited liability company

Witness Signature

By: _____

Scott Seckinger

Print Name

Its: Vice President

Address: 5403 West Gray Street
Tampa, FL 33609

Address: 5403 West Gray Street
Tampa, FL 33609

Witness Signature

Print Name

Address: 5403 West Gray Street
Tampa, FL 33609

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Scott Seckinger, as Vice President of SP Pinellas III Manager LLC, a Florida limited liability company, the manager of SP Pinellas III LLC, a Florida limited liability company, on behalf of the company. He is ____ personally known to me or ____ has produced his Florida driver's license as identification.

My Commission Expires:

Notary Public

Print/Type Name of Notary

Commission No. _____

Attest:

City of Pinellas Park

City Clerk, Jennifer Carfagno, MMC

Sandra Bradbury, Mayor

Date: _____

Approved as to form and correctness:

City Attorney, Randol D. Mora
City of Pinellas Park

AFTER RECORDING RETURN TO:

BDG Edwards, LLC
6654 78th Avenue N.
Pinellas Park, FL 33781

ABOVE SPACE RESERVED FOR COUNTY RECORDER

PERPETUAL MAINTENANCE AGREEMENT

THIS PERPETUAL MAINTENANCE AGREEMENT (this "**Agreement**"), is made as of this 22nd day of July, 2021, by and between **BDG EDWARDS, LLC**, a Florida limited liability company ("**BDG**" or "**Owner**"), whose address is 6654 78th Avenue N., Pinellas Park, Florida 33781, and the **City of Pinellas Park** ("**City**"), whose address is 5141 78th Avenue North, Pinellas Park, Florida 33781 (collectively the "**Parties**").

RECITALS

A. BDG is the owner of that a portion of the property located at 8900 US Highway 19, Pinellas Park, Florida, which real property is legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**BDG Parcel**").

B. That certain real property located on 46th Street as depicted on the site plan attached hereto as **Exhibit "B"** (the "**Site Plan**"), and more particularly described on **Exhibit "C"** attached hereto and made a part hereof (the "**46th Street Right-of-Way**") is a public right-of-way.

C. BDG agrees, and covenants with the City, to bear the cost and expense for maintenance and repair of the 46th Street Right-of-Way, subject to the terms set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the covenants herein contained, BDG, and its successors and assigns, hereby covenants and agrees as follows:

1. **Maintenance and Repair of the 46th Street Right-of-Way.** BDG agrees to maintain the 46th Street Right-of-Way at its sole cost and expense, including the paving, drainage and landscaping.

2. **Term.** The covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Pinellas County Recorder.
3. **Amendment.** The Parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the City and all record owner(s) of the BDG Parcel, evidenced by a document that has been fully executed and acknowledged by all such Parties and recorded in the official records of the Recorder of Pinellas County, Florida.
4. **Covenants to Run with Land; Successors and Assigns.** It is intended that, and each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, and in favor of the City of Pinellas Park, Florida, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective Parties and their successors, assigns, heirs, and personal representatives.
5. **Grantee's Acceptance.** The grantee of the BDG Parcel or any portion thereof, by acceptance of a deed conveying title thereto, whether from an original party or from a subsequent owner of the BDG Parcel, shall accept such deed subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
6. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
7. **Governing Law.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[Remainder of page intentionally left blank; signatures are on the following pages.]

IN WITNESS WHEREOF, BDG has executed this Agreement as of the day and year first above-written.

Signed, Sealed and Delivered in the presence of:

BDG EDWARDS, LLC, a Florida limited liability company

Cynthia Lawan
 Witness Signature
Cynthia Lawan
 Print/Type Witness Name

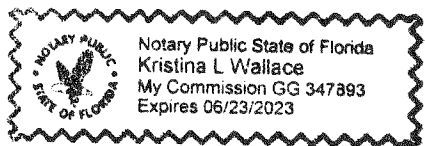
[Signature]
 Carlos A. Yepes, Manager

[Signature]
 Witness Signature
Amy Harry
 Print/Type Witness Name

STATE OF FLORIDA
 COUNTY OF PINELLAS

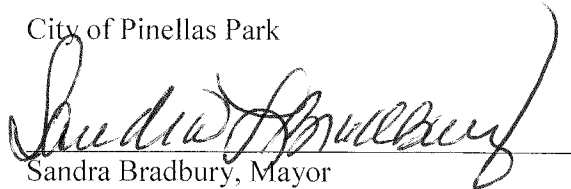
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16th day of July, 2021, by Carlos A. Yepes, as Manager of BDG Edwards, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or _____ has produced his Florida driver's license as identification.

My Commission Expires: 6/23/23

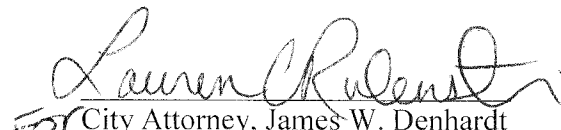


[Signature]
 Notary Public
Kristina L Wallace
 Print/Type Name of Notary
 Commission No. GG 347893

Signed, Sealed and Delivered in the City of Pinellas Park
presence of:


Sandra Bradbury, Mayor

Approved as to form and correctness:


For City Attorney, James W. Denhardt
City of Pinellas Park

LEGAL DESCRIPTION FOR RELEASE OF EASEMENT
THIS IS NOT A SURVEY
SECTION 21, TOWNSHIP 30 SOUTH, RANGE 16 EAST

EXHIBIT "A"

BDG PARCEL

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 21 AND 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND BEING A PORTION OF FARM 48, PINELLAS FARMS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, OF THE PUBLIC RECORDS PINELLAS COUNTY, FLORIDA, AND A PORTION OF LOT 1, BLOCK 1, BOARDWALK IN PINELLAS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 99, PAGES 10 AND 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT AS EXTENDED 30 FEET EASTERLY OF THE NORTHEAST CORNER OF SAID FARM 48 TO A POINT THAT IS 15 FEET EASTERLY OF THE WESTERLY BOUNDARY LINE OF LOT 1, BLOCK 1, BOARDWALK IN PINELLAS PARK; THENCE S00°03'57"E, AND PARALLEL WITH SAID WESTERLY BOUNDARY LINE A DISTANCE OF 276.28 FEET; THENCE, S89°50'59"W, A DISTANCE OF 30.00 FEET; THENCE S00°03'57"E A DISTANCE OF 30.00 FEET; THENCE S89°50'59"W, A DISTANCE OF 15.00 FEET TO A POINT THAT IS 15 FEET WEST OF THE EAST LINE OF SAID FARM 48; THENCE 15 FEET WEST AND PARALLEL WITH THE EAST LINE OF SAID FARM 48, S00°03'57"E, A DISTANCE OF 357.05 FEET TO A POINT ON THE CENTERLINE OF THE VACATED 30 FOOT ROAD LYING BETWEEN SAID FARM 48 AND FARM 49; THENCE N89°53'06"W, ALONG SAID CENTERLINE, A DISTANCE OF 630.45 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID FARM 48 AND SAID CENTERLINE; THENCE DEPARTING SAID CENTERLINE, N00°03'23"W, ALONG SAID WEST LINE, A DISTANCE OF 663.25 FEET TO THE NORTHWEST CORNER OF SAID FARM 48; THENCE S89°54'34"E, ALONG THE NORTH LINE OF SAID FARM 48, A DISTANCE OF 675.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 431,081.71 SQUARE FEET OR 9.90 ACRES, MORE OR LESS.

SURVEYORS NOTES:

SEE LEGEND FOR SYMBOLS AND/OR ABBREVIATIONS USED HEREON.
THE DRAWING SHOWN HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY.
RIGHT-OF-WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOWN HEREON.
NO UNDERGROUND FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN HEREON.
THIS SKETCH OF SURVEY IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BASIS OF BEARING ASSUMED S00°03'57"E, ALONG THE EASTERLY LINE OF FARM, 48, PINELLAS FARMS, PLAT BOOK 7, PAGES 4 - 5, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.
BOUNDARY MONUMENTS WERE NOT SET IN CONJUNCTION WITH THE PREPARATION OF THIS DRAWING.
THIS SKETCH IS NOT COMPLETE WITHOUT ALL SHEETS

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY DIRECTION ON THE DATE SHOWN HEREON AND IN ACCORDANCE BY THE STANDARD OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPER, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17,50 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

BY: Errol Ayuso DATE SIGN: 07-05-2021

ERROL A. AYUSO, P.S.M. #5955

DRAWN BY: EAA

ERROL A. AYUSO
PROFESSIONAL SURVEYORS & MAPPERS PSM #5955
10170 11TH STREET NORTH #105
ST PETERSBURG, FLORIDA 33716
727-528-2399 OR 528-1839, FAX 727-528-2038
E-MAIL AYUSOSURVEYING@YAHOO.COM

REVISIONS DATE:

FILE NO. 18067P11-P

SHEET 1 OF 2

CHECK BY: EAA

EXHIBIT "C"

SKETCH OF DESCRIPTION

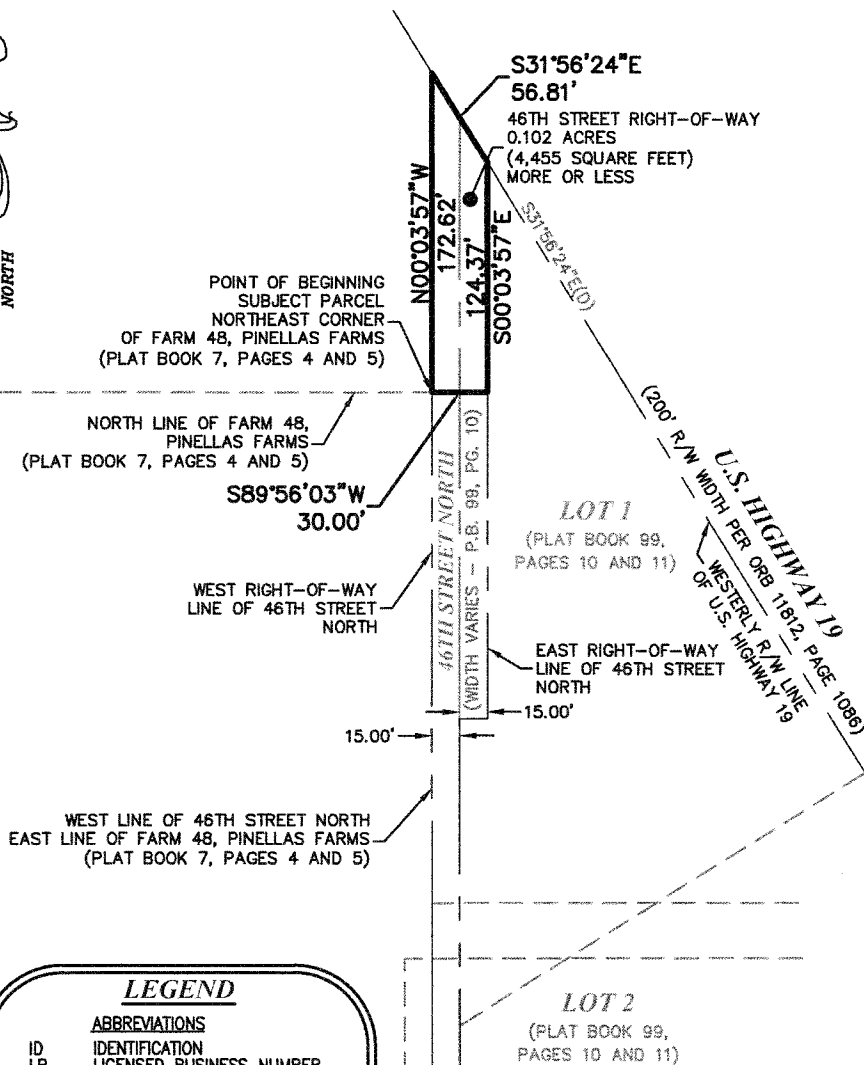
(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND BEING A PORTION OF 46TH STREET NORTH, BOARDWALK IN PINELLAS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 99, PAGES 10 AND 11, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF FARM 48, PINELLAS FARMS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGES 4 AND 5, OF THE PUBLIC RECORDS PINELLAS COUNTY, FLORIDA; THENCE N00°03'57"W, ALONG THE WEST RIGHT-OF-WAY LINE OF 46TH STREET NORTH A DISTANCE OF 172.62 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 19; THENCE S31°56'24"E, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 56.81 FEET; THENCE, S00°03'57"E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID 46TH STREET NORTH, A DISTANCE OF 124.37 FEET; THENCE S89°56'03"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,455 SQUARE FEET OR 0.102 ACRES, MORE OR LESS



LEGEND

ABBREVIATIONS

ID IDENTIFICATION
LB LICENSED BUSINESS NUMBER
LS LICENSED SURVEYOR
ORB OFFICIAL RECORDS BOOK
(P) PER PLAT
PSM PROFESSIONAL SURVEYOR AND MAPPER
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY



EBI Surveying

8415 Sunstate Street
Tampa, Florida 33634

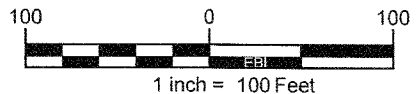
Phone: (813) 886-6080 / Fax: (813) 886-6081

Certificate of Authorization Number: LB-7652

SURVEY REPORT:

1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT ALL SHEETS.
3. BEARINGS ARE BASED ON THE EAST RIGHT-OF-WAY LINE OF 46TH STREET NORTH, ACCORDING TO THE RECORD PLAT, BEING S00°03'57"E.

GRAPHIC SCALE



SHEET NO.

1
OF 1

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.



Digitally signed
by John Carr
Date: 2021.06.17
11:55:54 -04'00'

JOHN KENNETH CARR
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. LS-5195

Date Signed: 6/17/2021

DATE: 02/24/2021
DRAWN: FRV
CHECKED: JKC
REVISION:
FILE: BD08TRACTAextSODX.dwg

PROJECT NUMBER:
BDGI0008

SKETCH OF DESCRIPTION
46TH STREET RIGHT-OF-WAY
PART OF SECTION 22
TOWNSHIP 30 SOUTH, RANGE 16 EAST
PINELLAS COUNTY, FLORIDA