

Prepared by and when
Recorded mail to:

Fredrikson & Byron, P.A. (RQW/SBB)
60 South Sixth Street, Suite 1500
Minneapolis, Minnesota 55402
612-492-7000

Cross-reference: O.R. Book 6595, Pages 442-445

FIRST AMENDMENT TO DRAINAGE EASEMENT

THIS FIRST AMENDMENT TO DRAINAGE EASEMENT AGREEMENT (this “**Amendment**”) is made as of this ____ day of _____, 2025, by **OVSS-GATEWAY, LLC**, a Delaware limited liability company (“**OVSS**”), in favor of **HUNTLEY PROPERTIES AND LANDHOLDINGS, LLC**, a Florida limited liability company (the “**Developer**”), **GATEWAY CENTRE PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”), and the **CITY OF PINELLAS PARK, FLORIDA**, a municipal corporation (the “**City**”).

RECITALS

A. OVSS is the fee owner pursuing development of certain real property located in Pinellas County, Florida and more particularly described on **Exhibit A** attached hereto (the “**Property**”), which Property is burdened by certain drainage and maintenance easements granted by OVSS’ predecessor-in-title, Doris Broderick, to run with title to the Property for the benefit of the Developer, Association, and City (collectively, and together with their respective successors and assigns, the “**Benefited Parties**”), pursuant to that certain Drainage Easement dated September 30, 1987 and recorded in O.R. Book 6595, Pages 442-445 of the Public Records of Pinellas County, Florida (the “**Drainage and Maintenance Easement**”).

B. The Drainage and Maintenance Easement established upon the Property an “Easement Areas” consisting of a “Retention Pond,” and vested in the Benefited Parties a non-exclusive, perpetual drainage and maintenance easement over, across, and through the Easement Areas, from the “Streets” into the Retention Pond, as such terms are defined in the Drainage and Maintenance Easement and incorporated by reference herein.

C. In furtherance of its development objectives, OVSS intends to re-plat the Property and to improve, reconfigure, and relocate the Easement Area (the “**New Easement Area**”) and Retention Pond (the “**New Retention Pond**”) to occupy the portion of the Property as described and depicted on **Exhibit B** and the Maintenance Area as described and depicted on **Exhibit C** attached hereto (collectively, the “**New Drainage Improvements**”).

D. Accordingly, the parties hereto desire to amend and restate the Drainage and Maintenance Easement to modify the legal descriptions of the Easement Areas and Retention Pond to reflect the New Drainage Improvements upon the Property as described and further provided for in this Amendment.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in their entirety below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Drainage and Maintenance Easement is hereby amended as follows:

1. Modification of Parcel Descriptions.

a. Property. Exhibit A attached to the Drainage Easement, which sets forth the legal description of the Property, is deleted and replaced with **Exhibit A** attached to this Amendment. The defined term “Property” is hereby modified to mean the real property described in **Exhibit A** attached hereto.

b. Easement Areas and Retention Pond. Exhibit B attached to the Drainage Easement, which sets forth the legal description of the Easement Area and Retention Pond, is deleted and replaced with **Exhibits B and C** attached to this Amendment describing and depicting the New Drainage Improvements. The defined terms “Easement Area” and “Retention Pond” are hereby modified to refer to the New Easement Areas and New Retention Pond described herein, respectively, and the term “Drainage Improvements” defined in amended and restated Section 3 below shall refer to the New Drainage Improvements.

2. Modification of Easement. The non-exclusive, perpetual drainage and maintenance easement granted in the Drainage Easement shall be deemed to run over, across, and through the New Easement Areas into the New Retention Pond for the benefit of the public. To the extent the easement as originally described in the Drainage and Maintenance Easement covers real property that is not within the New Drainage Improvements, said easement is hereby terminated and of no further force or effect with respect to such outlying portion.

3. Updated Conditions. Sections 3 and 4 of the Drainage and Maintenance Easement shall be deleted in their entirety and amended, restated, and replaced with the following language:

“3. OVSS shall construct, maintain, and repair the Retention Pond and Easement Area improvements upon the Property (collectively, the “**Drainage Improvements**”), at its cost and in good working order and substantial conformity with the dimensions, configuration, and location described and depicted upon **Exhibits B and C**.

4. (a) If the City, and/or the Association, in its reasonable discretion, determines that OVSS is not maintaining the Drainage Improvements in compliance with foregoing Section 3, then the

City, and/or the Association, shall provide OVSS with written notice to perform the maintenance and/or repair work specified in the notice; provided, however that no prior written notice shall be required in the case of an emergency, which shall be governed by the following subsection. If such work is not commenced within thirty (30) days after the date of such written notice and completed to the City's, and/or the Association's, reasonable satisfaction, then upon written notice the City, and/or the Association, its employees, independent contractors, and designees may enter the Property and Easement Areas to perform such specified maintenance and repair work to bring the Drainage Improvements into compliance with said Section 3.

(b) If the City, and/or the Association, in its reasonable discretion, determines that there exists or will likely exist an emergency that requires repairs or maintenance to the Drainage Improvements to avoid said emergency or mitigate against material adverse impacts to the Drainage Improvements caused thereby, then the City, and/or the Association, its employees, independent contractors, and designees may immediately enter the Property and Easement Areas to perform such specified maintenance and repair work to bring the Drainage Improvements into compliance with Section 3, and in such case the City, and/or the Association, shall use reasonable efforts to notify OVSS prior to said entry. Notwithstanding the above, the work performed under such circumstances shall be limited to emergency avoidance and mitigation measures only, including such cleaning and repair activities as the City, and/or the Association, reasonably determines are necessary to avoid said emergency and/or mitigate against its material adverse impact to the Drainage Improvements.

(c) OVSS shall be responsible for any reasonable costs incurred by the City, and/or the Association, pursuant to this Section 4. If such costs are not paid within thirty (30) days of the work being completed and written notice being provided to OVSS, OVSS agrees said unpaid costs shall constitute a Special Assessment Lien in favor of the City, and/or the Association, against the Property."

4. Binding Effect; Authority. The terms and provisions of this Amendment shall run with the land, shall benefit and burden the Property, and shall bind and inure to the benefit of all present and future owners of all or any portion of the Property. The persons signing this Amendment on behalf of a party hereto represent and warrant to the other parties that they have the lawful right and authority to execute, make, and deliver this Amendment for and on behalf of the entity for which such signature is made, and to bind such entity to the terms of this Amendment.

5. Governing Law; Venue. This Amendment shall be governed in accordance with Florida law. Venue for any dispute arising under this Amendment shall lie exclusively in the courts located in Pinellas County, Florida.

6. Counterparts. This Amendment may be executed in separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

7. Capitalized Terms. Except as modified in this Amendment, all capitalized terms used but not defined in this Amendment shall have the meaning ascribed to such term in the Drainage and Maintenance Easement.

[Remainder of page intentionally left blank; signature pages to follow.]

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first written above.

WITNESSES

OVSS-GATEWAY, LLC,
a Delaware limited liability company

Printed Name: _____

By: Michael Elliott
Its: Vice President

Address

Printed Name: _____

Address

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 2025, by Michael Elliott, the Vice President of OVSS-Gateway, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Said party is /___ / personally known to me or /___ / has produced _____ for identification.

Notary Public
My commission expires:_____

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first written above.

WITNESSES

GATEWAY CENTRE PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Printed Name: _____

Address

By: _____
Its: _____

Printed Name: _____

Address

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this ____ day of _____, 2025, by _____, the _____ of Gateway Centre Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Said party is /__ / personally known to me or /__ / has produced _____ for identification.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first written above.

WITNESSES

CITY OF PINELLAS PARK, FLORIDA,
a municipal corporation

Printed Name: _____

By: Sandra Bradbury
Its: Mayor

Address

Printed Name: _____

Address

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 2025, by Sandra Bradbury, the Mayor of the City of Pinellas Park, Florida, a municipal corporation, on behalf of the corporation. Said party is /___ / personally known to me or /___ / has produced _____ for identification.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of the day and year first written above.

WITNESSES

**HUNTLEY PROPERTIES AND,
LANDHOLDINGS, LLC,**
a Florida limited liability company

Printed Name: _____

Address

By: _____

Its: _____

Printed Name: _____

Address

STATE OF _____)
_____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 2025, by _____, the _____ of HUNTLEY PROPERTIES AND LANDHOLDINGS, LLC, a Florida limited liability company, on behalf of the company.

Said party is /___ / personally known to me or /___ / has produced _____ for identification.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description of the Property

DESCRIPTION: (per Commitment for Title Insurance, Commitment Number 11067204 (revision 9/18/2023), as issued by Florida Commercial Title Services, and underwritten by Fidelity National Title Insurance Company, with a commitment date of 9/11/2023 at 5:00 p.m.)

A portion of PARCEL 3 of GATEWAY CENTRE BUSINESS PARK, as recorded in Plat Book 97, Pages 1 through 13, of the Public Records of Pinellas County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said PARCEL 3; thence run North 31°55'54" West, along the Southeast line of said PARCEL 3, 136.07 feet to a point on the South right of way line of Gateway Boulevard, as recorded in said plat of "Gateway Centre Business Park"; thence run along said South right of way line the following four (4) courses: (1) North 15°34'06" East, 22.84 feet; (2) North 60°34'06" East, 150.42 feet to the point of curvature of curve concave to the Southeast; (3) thence run Northeasterly along the arc of said curve having for its elements a radius of 860.00 feet, a central angle of 29°32'18", an arc length of 443.36 feet and a chord bearing and distance of North 75°20'15" East, 438.47 feet to the point of tangency; and (4) thence run South 89°53'37" East, 15.68 feet; thence run South 31°55'54" East, 381.38 feet to a point on the South line of the Southwest 1/4 of Section 22, Township 30 South, Range 16 East, Pinellas County, Florida; thence run North 89°53'37" West, along said South line, 706.76 feet to the POINT OF BEGINNING.¹

¹ Insurable legal description to be confirmed.

EXHIBIT B

Sketch and Legal Description and Depiction of the Drainage Easement

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY
DRAINAGE EASEMENT

A retention pond maintenance Easement and the storm structures contained within, the exterior boundary being described as follows:

A portion of Parcel 3 of Gateway Centre Business Park, as recorded in Plat Book 97, Pages 1 through 13 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Parcel 3; thence run South 89°53'37" East along the south line of the southwest $\frac{1}{4}$ of Section 22, Township 30 south, Range 16 east, a distance of 404.41 feet; thence departing said south line run North 00°07'30" East, a distance of 82.31 feet to the Point of Beginning; thence run North 00°19'40" East, a distance of 186.41 feet to a point of curvature; thence run along the arc of a curve concave to the Southeast, having an arc length of 14.88 feet, a radius of 10.00', a delta angle of 85°16'49" being subtended by a chord bearing of North 42°58'04" East, with a chord distance of 13.55 feet to a point of tangency; thence run North 85°36'29" East, a distance of 26.07 feet to a point of curvature; thence run along the arc of a curve concave to the Southwest, having an arc length of 16.17 feet a radius of 15.00 feet, a delta angle of 61°45'05" being subtended by a chord bearing of South 63°30'58" East, with a chord distance of 15.40 feet to a point of tangency; thence run South 32°38'26" East, a distance of 70.68 feet to a point of curvature; ; thence run along the arc of a curve concave to the Southwest, having an arc length of 139.89 feet, a radius of 2903.96 feet, a delta angle of 02°45'36" being subtended by a chord bearing of South 31°15'38" East, with a chord distance of 139.88 feet to a point of compound curvature; thence run along the arc of a curve concave to the Northwest, having an arc length of 41.44 feet, a radius of 20.00 feet, a delta angle of 118°43'01" being subtended by a chord bearing of South 29°28'41' West, with a chord distance of 34.41 feet to a point of tangency; thence run South 88°50'11" West, a distance of 123.47 feet to a point of curvature; thence run along the arc of a curve concave to the Northeast, having an arc length of 31.94 feet', a radius of 20.00 feet, a delta angle of 91°29'29" being subtended by a chord bearing of North 45°25'04" West, with a chord distance of 28.81 feet to the point of beginning. Containing 24142.81 sq/ft

PROJECT NO: **240465.000**

DATE: **6-13-2025**

SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST



CIVIL ENGINEERING
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www.kleingers.com
2363 1st Avenue North
St. Petersburg, FL 33713
727.576.2877

NO.	DATE	DESCRIPTION

PREPARED FOR; MTM CONTRACTORS, INC

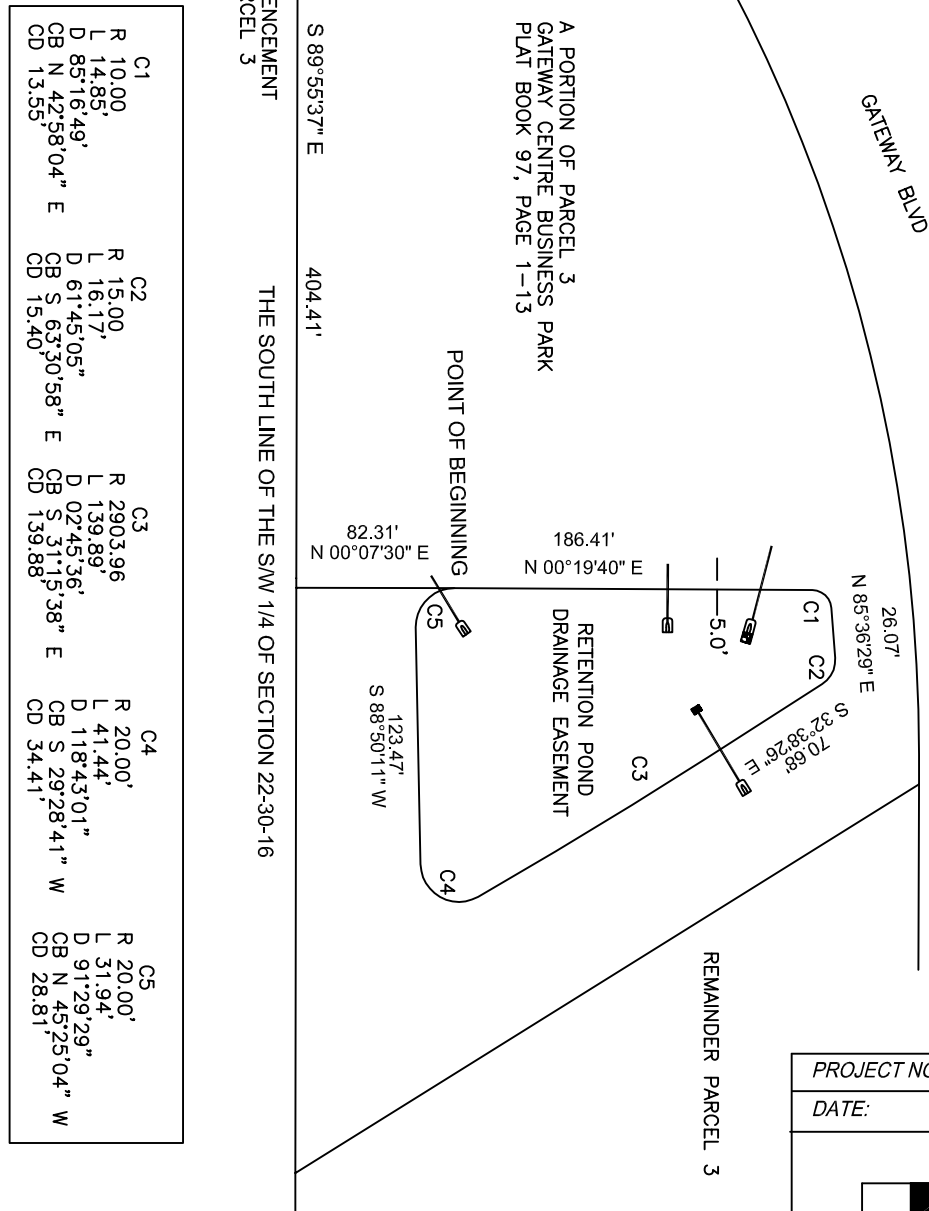
NOT VALID WITH OUT SHEET 2

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON METES THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN FLORIDA, PURSUANT 5J17 TO STATE STATUTES.

SHEET NO.
1 of 2

AUTHORIZATION NO. LB 8330
P.L.S. NO. 5099
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER

THIS IS NOT A SURVEY
DRAINAGE EASEMENT



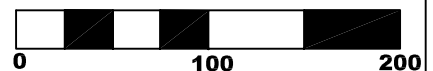
LEGEND AND ABBREVIATIONS

R=RADIUS
L=LENGTH
D=DELTA
CB=CHORD
CD=CHORD
DISTANCE

PROJECT NO: **240465.000**

DATE: **6-13-2025**

1" = 100'



I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON METES THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN FLORIDA, PURSUANT 5J17 TO STATE STATUTES.

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MAPPER

SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST



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	NO.	DATE	DESCRIPTION

PREPARED FOR: MTM CONTRACTORS, INC

SHEET NO.
2 of 2

NOT VALID WITH OUT SHEET 1

EXHIBIT C

Sketch and Legal Description and Depiction of the Maintenance Easement

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY
MAINTENANCE EASEMENT

A 5.0' wide drainage maintenance Easement, the exterior boundary being described as follows:

A portion of Parcel 3 of Gateway Centre Business Park, as recorded in Plat Book 97, Pages 1 through 13 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Parcel 3; thence run South 89°53'37" East along the south line of the southwest $\frac{1}{4}$ of Section 22, Township 30 South, Range 16 east, a distance of 399.41 feet; thence departing said south line run North 00°07'30" East, a distance of 82.31 feet to the Point of Beginning; thence run North 00°19'40" East, a distance of 186.41 feet to a point of curvature; thence run along the arc of a curve concave to the Southeast, having an arc length of 22.33 feet, a radius of 15.00 feet, a delta angle of 85°16'49" being subtended by a chord bearing of North 42°58'04" East, with a chord distance of 20.32 feet to a point of tangency; thence run North 85°36'29" East, a distance of 26.07 feet to a point of curvature; Thence run along the arc of a curve concave to the Southwest, having an arc length of 21.56 feet, a radius of 20.00 feet, a delta angle of 61°45'05" being subtended by a chord bearing of South 63°30'59" East, with a chord distance of 20.53 feet to a point of tangency; thence run South 32°38'26" East, a distance of 70.68 feet to a point of curvature; ; thence run along the arc of a curve concave to the Southwest, having an arc length of 140.13 feet, a radius of 2908.96 feet, a delta angle of 02°45'36" being subtended by a chord bearing of South 31°15'38" East, with a chord distance of 140.12 feet to a point of compound curvature; thence run along the arc of a curve concave to the Northwest, having an arc length of 51.80 feet, a radius of 25.00 feet, a delta angle of 118°43'01" being subtended by a chord bearing of South 29°28'41" west, with a chord distance of 43.02 feet to a point of tangency; thence run South 88°50'11" West, a distance of 123.47 feet to a point of curvature; thence run along the arc of a curve concave to the Northeast, having an arc length of 39.92 feet, a radius of 25.00 feet, a delta angle of 91°29'29" being subtended by a chord bearing North 45°25'04" west, with a chord distance of 35.81 feet to the Point of Beginning. Containing 3333.30 sq/ft

PROJECT NO: **240465.000**

DATE: **6-13-2025**

SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST



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NO.	DATE	DESCRIPTION

PREPARED FOR; MTM CONTRACTORS, INC

NOT VALID WITH OUT SHEET 2

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION REPRESENTED HEREON METES THE STANDARDS OF PRACTICE FOR LAND SURVEYS IN FLORIDA, PURSUANT 5J17 TO STATE STATUTES.

SHEET NO.
1 of 2

AUTHORIZATION NO. LB 8330
P.L.S. NO. 5099
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER

SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY
MAINTENANCE EASEMENT



C1	R 15.00'	L 22.33'	D 85°16'49"	E	CD 20.32'
C2	R 20.00'	L 21.56'	D 61°45'05"	E	CD 20.53'
C3	R 2908.96'	L 140.13'	D 02°45'36"	E	CD 140.12'
C4	R 25.00'	L 51.80'	D 118°43'01"	W	CD 43.02'
C5	R 25.00'	L 39.92'	D 91°29'29"	N	CD 35.81'

LEGEND AND ABBREVIATIONS
— = MITER END STORM STRUCTURE
R=RADIUS
L=LENGTH
D=DELTA
CB=CHORD BEARING
CD=CHORD DISTANCE

POINT OF COMMENCEMENT
SW CORNER PARCEL 3

THE SOUTH LINE OF THE SW 1/4 OF SECTION 22-30-16

US HWY. 19

S 89°53'37" E

399.41'

A PORTION OF PARCEL 3
GATEWAY CENTRE BUSINESS PARK
PLAT BOOK 97, PAGE 1-13

POINT OF BEGINNING

82.31' N 00°07'30" E

186.41' N 00°19'40" E

5.0' WIDE DRAINAGE
MAINTENANCE EASEMENT

GATEWAY BLVD

123.47' S 88°50'11" W

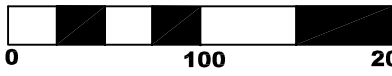
RETENTION POND

REMAINDER PARCEL 3

PROJECT NO: 240465.000

DATE: 6-13-2025

1" = 100'



SECTION 22, TOWNSHIP 30 SOUTH, RANGE 16 EAST



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NO.	DATE	DESCRIPTION

PREPARED FOR; MTM CONTRACTORS, INC

SHEET NO.
2 of 2

NOT VALID WITH OUT SHEET 1

I HEREBY CERTIFY THAT THE SKETCH AND
DESCRIPTION REPRESENTED HEREON METES THE
STANDARDS OF PRACTICE FOR LAND SURVEYS IN
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AUTHORIZATION NO. LB 8330
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RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER

3 attachments**First Amendment to Drainage Easement (Olympus - Pinellas Park)_Staff edits.doc**

70K

**Overall Plat Description.pdf**

25K

**4207P Olympus Gateway Survey.pdf**

4147K

Todd Biron <tbiron@pinellas-park.com>

Fri, Sep 19, 2025 at 9:16 AM

To: "McKay, Michael" <mmckay@georgefyoung.com>

Cc: Aaron Petersen <apetersen@pinellas-park.com>, "Hatch, Trevor" <thatch@georgefyoung.com>

Good Morning Michael,

Can you take a quick look at the revised legal and let me know what you think?

Thank you,
ToddTodd Biron
Senior Planner
Planning and Development Services
Office:727.369.5631 ~ Direct:727.369.5613
6051 78th Avenue N. | Pinellas Park, FL 33781

DISCLAIMER: All GIS Zoning Information is subject to verification.

PLEASE NOTE: All electronic mail sent to and from the City of Pinellas Park is subject to the Public Records provision of the Florida Statutes, and may be released as part of a public records request.



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**First Amendment to Drainage Easement (Olympus - Pinellas Park)_Staff edits.doc**

72K

McKay, Michael <mmckay@georgefyoung.com>

Fri, Sep 19, 2025 at 9:40 AM

To: Todd Biron <tbiron@pinellas-park.com>

Cc: Aaron Petersen <apetersen@pinellas-park.com>, "Hatch, Trevor" <thatch@georgefyoung.com>

Todd,

The revised legal works.

Respectfully,

**Michael McKay****Senior Survey Project Manager**

Phone: (727) 822-4317

Cell: (727) 318-0306

GEORGE F YOUNG

299 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701

https://link.edgepilot.com/s/dfdd1cfc/dp78ypzTLEmx_tGT4batlw?u=http://www.georgefyoung.com/

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Todd Biron <tbiron@pinellas-park.com>

RE: ESMT-2025-00031 (4100 Gateway Centre Blvd) - SURVEY REVIEW COMMENTS (2nd submittal)

McKay, Michael <mmckay@georgefyoung.com>

Tue, Aug 12, 2025 at 9:28 AM

To: Todd Biron <tbiron@pinellas-park.com>

Cc: Aaron Petersen <APetersen@pinellas-park.com>, "Hatch, Trevor" <thatch@georgefyoung.com>

Good morning, Todd –

All comments have been satisfied.

Respectfully,

Michael McKay**Senior Survey Project Manager**

Phone: (727) 822-4317

Cell: (727) 318-0306

GEORGE F YOUNG

299 Dr. Martin Luther King Jr. St. N., St. Petersburg, FL 33701

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