

**RELEASE OF COVENANT RUNNING WITH THE LAND**

This Release of Covenant Running With the Land is hereby made and executed on this, the \_\_\_\_ day of \_\_\_\_\_, 2023.

W I T N E S S E T H:

WHEREAS, SHIRLEY A. JEUP, as the record owner at that time of the following described real property located in Pinellas County, Florida

Lots 4, 5 and 6, Block B, POTTERFIELD MINIATURE FARMS, according to the map or plat thereof as recorded in Plat Book 23, Page 70, Public Records of Pinellas County, Florida,

did execute a Covenant Running With the Land as to such property, and

WHEREAS, SHIRLEY A. JEUP did cause such Covenant Running With the Land to be recorded as Instrument No. 2007355276 on November 5, 2007, and as recorded in Official Record Book No. 16041, Pages 2537-2538, Official Records of Pinellas County, Florida, and

WHEREAS, such Covenant Running With the Land bound the Owner and any and all successors in title, their heirs and/or assigns from operating the property as anything other than a tavern, and limited the operations of any business on the property from between Six O'clock pm and Two O'clock am (6:00 p.m. and 2:00 a.m.), and

WHEREAS, such Covenant Running with the Land provided that it could not be released except by the City of Pinellas Park, Florida and could only be released by the City upon payment of appropriate transportation impact fees as determined by the City, and

WHEREAS, an Application for release of the Covenant Running With the Land has been made to the City Council of the City of Pinellas Park, Florida, a Florida municipal corporation, and the City Council of the City of Pinellas Park has authorized the release of the Covenant Running With the Land upon payment of all remaining appropriate transportation impact fees as determined by the City, and

WHEREAS, such transportation impact fees as determined by the City have been paid in full at this time.

NOW THEREFORE, in consideration of the satisfaction of the conditions of the Covenant Running With the Land abovementioned, the City of Pinellas Park, Florida, a Florida municipal corporation, does hereby release the abovementioned Covenant Running With the Land as previously recorded in Instrument No. 2007355276 on November 5, 2007, and as recorded in Official Record Book No. 16041, Pages 2537-2538, Official Records of Pinellas County, Florida.

Dated on the date as previously set forth above.

---

Mayor Sandra Bradbury

ATTEST:

---

Jennifer Carfagno, City Clerk



CITY HALL - P.O.Box 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

City Attorney's Office  
Lauren C. Rubenstein  
James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

May 2, 2023

Ms. Erica Lindquist  
Planning & Development Services Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #23-057**  
**Waterin' Trough Property Covenant Running With the Land**

Dear Ms. Lindquist:

You have indicated that the owner of the Waterin' Trough property would like the City to release the Restrictive Covenant that currently runs with the land restricting the property to the use of a tavern, and limiting its hours of operation between 6:00 p.m. and 2:00 a.m. The Covenant Running With the Land specifically provides that it shall not be released except by the City of Pinellas Park, Florida, and may be released by the City upon payment of appropriate transportation impact fees as determined by City.

Pursuant to our telephone conferences with City staff, we understand that the owner is also in the process of applying for a Conditional Use permit to operate the property as a dance hall. Our office is of the opinion that the current owner could submit a written request to the City to release the above-mentioned Restrictive Covenant. Such request would need to be presented to City Council and if the City Council is desirous of releasing the Restrictive Covenant, pursuant to the terms of the recorded Covenant such approval would be conditioned upon the owner paying the appropriate transportation impact fees to the City. As the owner is currently seeking the above-mentioned Conditional Use approval, if such Conditional Use is approved, the City would then be able to calculate the appropriate transportation impact fees due and once paid, the City could record a Release of the Covenant Running With the Land.

Ms. Erica Lindquist  
May 2, 2023  
Page 2

If you have any additional questions, please do not hesitate to contact our office.

Very truly yours,

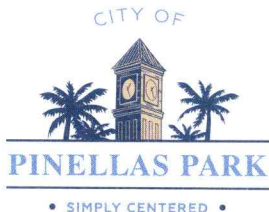
A handwritten signature in purple ink that reads "Lauren Rubenstein". The signature is fluid and cursive, with the first name "Lauren" and last name "Rubenstein" clearly legible.

Lauren C. Rubenstein  
City Attorney

cc: Bart Diebold, City Manager  
Diane M. Corna, MMC, City Clerk  
Chief Michael Haworth, Asst. City Manager  
Nick Colonna, Community Development Administrator  
Aaron Petersen, Asst. Community Development Administrator

LCR/dh

23-057.05022023.LEL.Waterin' Trough Running w Land Release Procedure.wpd



CITY HALL - P.O.Box 1100  
PINELLAS PARK, FL 33780-1100

**Please Respond To:**

City Attorney's Office  
Lauren C. Rubenstein  
James W. Denhardt  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

May 24, 2023

Ms. Erica Lindquist  
Planning & Development Services Director  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #23-057 (Follow up)**  
**Waterin' Trough Property Covenant Running With the Land**

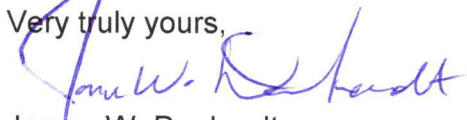
Dear Ms. Lindquist:

Attached is a proposed Release of Covenant Running With the Land that has been prepared by our office concerning the Waterin' Trough property. This Release of Covenant Running With the Land would release the conditions that the property only be operated as a tavern, and that any business on the property only be operated between the hours of 6:00 p.m. and 2:00 a.m., and would otherwise release the original Covenant Running With the Land in full.

Also attached is draft wording for the backup materials to go to the Council and a draft Action Item to be presented to the Council. Feel free to change these two items as you deem necessary.

Please note that the Action Item authorizes the Mayor to execute the Covenant and for the Covenant to be recorded, only upon payment to the City of any remaining transportation impact fees that are determined to be due and owing to the City.

Very truly yours,

  
James W. Denhardt  
City Attorney

**Attachments**

cc: Bart Diebold, City Manager  
Jennifer Carfagno, MMC, City Clerk  
Chief Michael Haworth, Asst. City Manager  
Nick Colonna, Community Development Administrator  
Aaron Petersen, Asst. Community Development Administrator

JWD/dh

23-057.05242023.LEL.Waterin' Trough Running w Land Release Procedure Revised.wpd

KEN BURKE, CLERK OF COURT  
PINELLAS COUNTY FLORIDA  
INST# 2007355276 11/05/2007 at 11:31 AM  
OFF REC BK: 16041 PG: 2537-2538  
DocType:GOV RECORDING: \$18.50

## **COVENANT RUNNING WITH THE LAND**

THIS COVENANT RUNNING WITH THE LAND is hereby made and executed on this the 2 day of <sup>November</sup>~~October~~, 2007.

### WITNESSETH:

1. SHIRLEY A. JEUP, hereinafter called "Owner", is the record owner of the following described real property located in Pinellas County, Florida:

**Lots 4, 5 and 6, Block B, POTTERFIELD MINATURE FARMS, according to the map or plat thereof as recorded in Plat Book 23, Page 70, Public Records of Pinellas County, Florida.**

2. The Owner intends to operate a tavern, and shall limit its hours of operation between Six O'clock pm and Two O'clock am (6:00pm – 2:00am).

3. The Owner is seeking a reduction in the traffic impact fee due to non-peak hour of operation of the business enterprise, and this is the purpose of this covenant.

4. This Covenant shall be a covenant running with the land and with the above-described real property, and shall be binding upon the Owner, any and all successors in title, their heirs and/or assigns.

5. The Covenant shall not be released from the above described real property except by the City of Pinellas Park, Florida ("City"), and may be released by the City upon payment of appropriate transportation impact fees as determined by City.

6. This Covenant is executed in favor of, and shall run to the benefit of the City of Pinellas Park, Florida.

IN WITNESS WHEREOF, the Owner has caused this Covenant Running with the Land to be executed on the date first above written.

David L. Foster  
Print: DAVID L. FOSTER

Shirley A. Jeup  
SHIRLEY A. JEUP, Owner

Julie S. Wood  
Print: Julie S. Wood

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this the 2 day of <sup>November</sup>~~October~~, 2007, by SHIRLEY A. JEUP, who is personally known to me or has produced personally known as identification and who did take an oath.

(Seal)

Julie S. Wood  
Notary Public  
My commission expires:



AD 2008-1



May 11, 2023

**RE: Removal of Covenant**

To whom it may concern:

This letter confirms that I would like the City to release the "Covenant Running with the Land" dated November 2, 2007, as it relates to the property located at 12333 66th Street N, Pinellas Park, FL 33733.

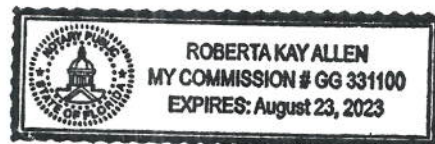
  
Ashley Germain  
Trustee

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2023, by Ashley Germain who is personally known to me or has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

Commission Number \_\_\_\_\_

Signature Roberta Kay Allen





**CERTIFICATION OF TRUST PURSUANT TO F.S. 736.1017**

This Certification of Trust is made this 16<sup>th</sup> day of May, 2023, by the undersigned, pursuant to and in accordance with Section 736.1017, Florida Statutes. Accordingly, the undersigned, certifies as follows:

1. The name of the trust is WT LAND TRUST, ASHLEY GERMAIN AS TRUSTEE (hereinafter referred to as the "Trust").
2. The Trust exists and was executed on February 5<sup>th</sup>, 2023.
3. The identity of the Trust settlor is James W. Moyles, III.
4. The identity and address of the currently acting trustee (hereinafter, the "Trustee") is: Ashley Germain, c/o Coats Schmidt, P.A., 4055 Central Avenue, St. Petersburg, FL 33713.
5. Title to the property is currently shown in the last deed of record as: ASHLEY GERMAIN, AS TRUSTEE OF THE WT LAND TRUST, whose post office address is c/o Coats Schmidt, P.A., 4055 Central Avenue, St. Petersburg, FL 33713 and dated January 30<sup>th</sup>, 2023 (Quitclaim Deed).
6. The Trustee has full powers under the aforesaid Trust via a general power of sale to sell, convey, and to mortgage or encumber real and personal property of the trust, without obtaining consent of any other party.
7. James W. Moyles, III, as settlor, has the power to revoke the Trust.
8. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect.
9. All persons relying on this Certification of Trust regarding the Trustee and her powers over the Trust property shall be held harmless from any resulting loss or liability from such reliance. A copy of this Certification of Trust shall be just as valid as the original.
10. The undersigned hereby acknowledges and agrees that this Certification of Trust is being made pursuant to and in accordance with Section 736.1017, Florida Statutes, with full understanding that it will be relied upon to establish the truth of the matters set forth herein as provided under said Section 736.1017, Florida Statutes.

[Signature page follows]

IN WITNESS THEREOF, the undersigned has duly executed and delivered this Certification of Trust the day and year first above written.

**TRUSTEE:**

  
ASHLEY GERMAIN

STATE OF FLORIDA  
COUNTY OF Pine Hills

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2023, by Ashley German who is personally known to me or has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath.

Commission Number \_\_\_\_\_

Signature Roberta Kay Allen

