

Prepared by and return to:  
Joseph A. DiVito, Esq.  
Trenam Law.  
200 Central Avenue  
Suite 1600  
St. Petersburg, FL 33701  
Client Matter Number: 223121

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### **PERPETUAL MAINTENANCE AGREEMENT**

THIS PERPETUAL MAINTENANCE AGREEMENT (the “**Agreement**”), is made as of this \_\_\_\_\_ day of February 2023, by and between **MISERERE GUILD, INC., a Florida Not for Profit Corporation d/b/a CALVARY CATHOLIC CEMETERY**, (hereafter “**Calvary**”), whose address is 5233 118<sup>th</sup> Avenue N., Clearwater, FL 33760, and the **City of Pinellas Park** (“**City**”), whose address is 5141 78<sup>th</sup> Avenue North, Pinellas Park, Florida 33781 (collectively the “**Parties**”).

### **RECITALS**

A. Calvary is the owner of that a portion of the property located at 5233 118<sup>th</sup> Avenue N., Clearwater, FL 33760, which real property is legally described on Exhibit “A” attached hereto and made a part hereto (the “**Calvary Parcel**”).

B. The City of Pinellas Park is the owner of that certain area located on 58th Street N., as depicted on Exhibit “B” and attached hereto (the “**Right of Way**”), (the “58th Street N. Right-of-Way”).

C. Calvary agrees, and covenants with the City, to bear the cost and expense for maintenance and repair of the 58<sup>th</sup> Street N. 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, Calvary, and its successors and assigns, hereby covenants and agrees as follows:

1. **Maintenance and Repair of the 58<sup>th</sup> Street N. Right-of-Way.** Calvary agrees to maintain the 58<sup>th</sup> Street N. Right-of-Way at its sole cost and expense, including but not limited to the paving, drainage, pavement striping/markings 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 Calvary 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 Calvary 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 Calvary 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 person 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, CALVARY has executed this Agreement as of the day and year first above-written.

Signed, Sealed and Delivered in the  
Presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

**MISERERE GUILD, INC., a Florida  
Not for Profit Corporation**

\_\_\_\_\_  
Terrence Brett, President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me, by means of [ ] physical presence of [ ] online notarization, this \_\_\_\_ day of February, 2023, by Terrence Brett, as President of MISERERE GUILD, INC., a Florida Not for Profit Corporation, on behalf of the Corporation. He is [ ] personally known to me or [ ] has produced his Florida driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print Name of Notary

My Commission Expires: \_\_\_\_\_

Signed, Sealed and Delivered in the City of Pinellas Park.

**CITY OF PINELLAS PARK**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Sandra L. Bradbury

Approved as to form and correctness:

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Lauren Christ Rubenstein  
City Attorney, City of Pinellas Park

## EXHIBIT "A"

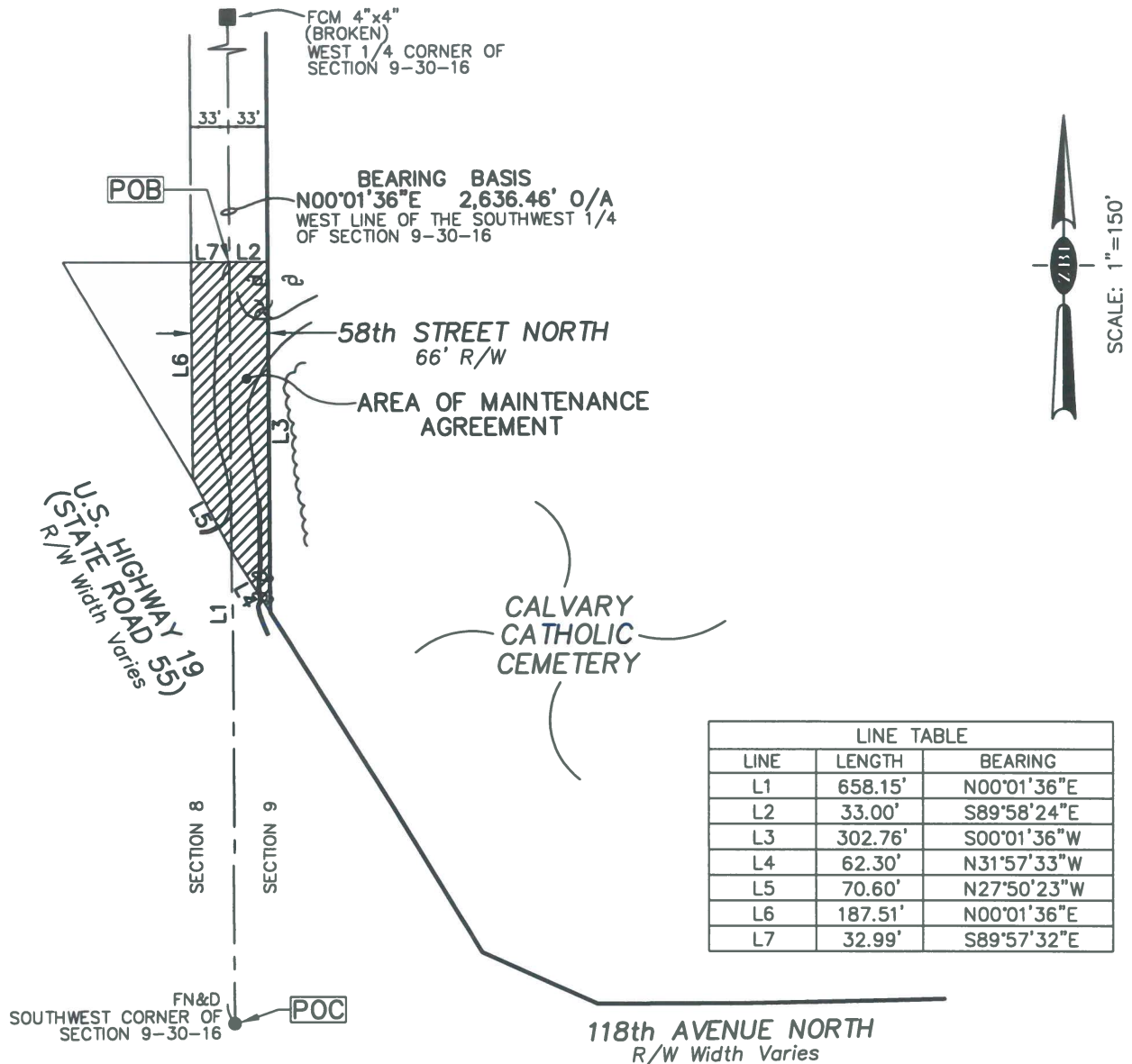
PINELLAS GROVES SW 1/4, SEC 09-30-16 LOTS 8 THRU 15 TOGETHER WITH W 15FT OF VAC 52ND ST ADJ ON E OF LOT 15 & N 540FT(S) OF LOT 14 LESS THAT PART DESC AS FROM NW COR OF SW 1/4 OF SEC TH S00D01'36"W 2228.23FT TH S31D57'33"E 62.3FT FOR POB TH S31D57'33"E 195.58FT TH S31D09'23"E 151.04FT TH S65D38'26"E 109.33FT TH S89D54'19"E 132.86FT TH N89D09'12"E 118.13FT TH N89D06'27"E 49.87FT TH CUR LT RAD 3914FT ARC 315.81FT CB N85D16'59"E 315.73FT TH CUR RT RAD 5740FT ARC 469.66FT CB N85D18'56"E 469.53FT TH N87D39'35"E 367.7FT TH N87D39'43"E 124.77FT TH S87D47'22"E 6.19FT TH N87D39'35"E 45.26FT TH N83D06'26"E 6.16FT TH N87D39'43"E 97.09FT TH CUR RT RAD 7649FT ARC 558.61FT CB N89D45'07"E 558.49FT TH N02D03'51"E 5.02FT TH S88D34'30"E 41.7FT TH S00D00'43"E 105.42FT TH N89D52'19"W 137.92FT TH CUR LT RAD 3584.35FT ARC 504.88FT CB N86D08'48"E 504.52FT TH N89D54'19"W 667.93FT TH CUR LT RAD 3919.82FT ARC 418.97FT CB S87D02'11"W 418.77FT TH CUR RT RAD 3780.59FT ARC 104.9FT CB S84D46'02"W 104.89FT TH N89D52'19"W 582.6FT TO E R/W OF US HWY 19 TH S36D56'27"E 372.79FT ALG R/W TO E R/W OF 58TH ST TH N00D01'36"E 24.54FT ALG R/W TO POB

## SECTION 9, TOWNSHIP 30 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

THIS IS NOT A SURVEY!

THE SOURCE OF THIS DESCRIPTION IS AS FOLLOWS: FLORIDA DEPARTMENT OF TRANSPORTATION. FED. PROJ. 904S-126-C. DATED MAY, 2012.  
BEARINGS ARE BASED UPON: THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 9-30-16 AS N00°01'36"E.

## EXHIBIT "B"



## PROPERTY DESCRIPTION: MAINTENANCE AGREEMENT

A parcel of land lying within the Southwest 1/4 of Section 9, Township 30 South, Range 16 East, Pinellas County, Florida as shown on the plat of PINELLAS GROVES SUBDIVISION as recorded in Plat Book 1 on Page 55 of the Public Records of Pinellas County, Florida and being further described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 9; thence along the West line of said Southwest 1/4, N00°01'36"E, also being the Basis of Bearing for this description and the centerline of 58th Street North, for 658.15 feet to the POINT OF BEGINNING; thence S89°58'24"E, for 33.00 feet to the East right-of-way line of 58th Street North; thence S00°01'36"W along said East right-of-way line for 302.76 feet to the North right of way line of U.S. Highway 19 N; thence leaving said East right-of-way line of 58th Street North, N31°57'33"W, along said North right-of-way line of U.S. Highway 19, for 62.30 feet to a point on said North right-of-way line of U.S. Highway 19 N and the West line of said Southwest 1/4 of Section 9, Township 30 South, Range 16 East; thence along said North right-of-way line, N27°50'23"W, for 70.60 feet to a point on the West right-of-way line of 58th Street North; thence N00°01'36"E, along said West right of way line, for 187.51 feet; thence leaving said right-of-way line, S89°57'32"E, for 33.00' to the POINT OF BEGINNING and containing 16,336 square feet more or less.

POC = POINT OF COMMENCEMENT FCM = FOUND CONCRETE MONUMENT O/A = OVERALL  
R/W = RIGHT OF WAY POB = POINT OF BEGINNING JOB NO. 1099DS.5 THIS IS NOT A SURVEY

PG 1 OF 1

DATE	CALCULATED	DRAWN	CHECKED
01/24/23	MSL	JVE	MSL

ZARRA BOYD, INC.

Land Surveying and Mapping  
1480 Beltrues, Dunedin, Florida 34698  
(727)738-9010 Fax: (727)733-0083

## MAINTENANCE AGREEMENT

I hereby certify that this sketch and description meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17.051, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. Sketch and Description not valid without the signature and the original raised seal of a Florida licensed surveyor or mapper.

PROFESSIONAL LAND SURVEYOR # 5727  
STATE OF FLORIDA

ZBI

LB 6472



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

March 10, 2023

Mr. Aaron Petersen  
Asst. Community Development Administrator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #23-052**  
**Perpetual Maintenance Agreement – Calvary Catholic Cemetery**

Dear Mr. Petersen:

We have received and reviewed the above-mentioned Perpetual Maintenance Agreement with Calvary Catholic Cemetery for a portion of 58<sup>th</sup> Street North Right-of-Way. Paragraph B. under RECITALS is not a complete sentence. I assume that such recital was supposed to include that the City of Pinellas Park was the owner of that certain area located on 58<sup>th</sup> Street North. Please confirm what was intended to be included in paragraph B. under RECITALS with Calvary Catholic Cemetery and make any necessary updates to such paragraph.

Once the above-mentioned issue is addressed, our office would otherwise approve of the Perpetual Maintenance Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
City Attorney

**Attachments**

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