

Prepared By: Mikell L. St. Germain

**RECORD & RETURN TO:**  
**SOMERS TITLE COMPANY**

1290 Court Street  
Clearwater, FL 33756  
(727) 441-1088 phone

505

incidental to the issuance of a title insurance policy.

File Number: 2309018C

Parcel ID #: 08-29-16-00000-240-0100

Sales Price: 600,000.00  
31.00  
4200.00

**WARRANTY DEED**

This WARRANTY DEED, dated 12/28/2023 by Linda Flahive, a married woman, individually and as Successor Co-Trustee; James Woodring, a single man, individually and as Successor Co-Trustee and Sharon Woodring, a married woman, individually and as Successor Co-Trustee of the Marilyn C. Woodring Revocable Living Trust Agreement, dated November 18, 2003, as amended

whose post office address is:

2888 Cathy Lane, Clearwater, FL 33760

hereinafter called the GRANTOR, to

**City of Clearwater, a Municipal corporation of the State of Florida**

whose post office address is:

P.O. Box 4748, Clearwater, FL 33758

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Pinellas County, Florida, viz: **Begin at the SW corner of the SE1/4 of the NW1/4 of Section 8, Township 29 South, Range 16 East, and run thence N01°10'41"E, 211.63 feet to the Northerly line of S.A.L.R.R. Right of Way for P.O.B.; thence continue N01°10'41"E, 1043.0 feet, along the 40 acre line, to the SW corner of Lot 16, Block 11, of VIRGINIA GROVES ESTATES 1st ADDITION, as recorded in Plat Book 47, Pages 41 through 43, inclusive, of the public records of Pinellas County, Florida; thence S89°40'09"E, 215.0 feet along the Southerly line of said Lot 16, to the Easterly line of West Virginia Lane in said subdivision; thence N01°10'40"E, 60.0 feet along said Easterly line to the SW corner of Lot 12, Block 10, of said subdivision; thence S89°40'09"E, 270.0 feet along the Southerly line of Lots 12 and 13 to the Easterly line of Pineapple Lane in said subdivision; thence N01°10'40"E, 105.0 feet along the Easterly line of Pineapple Lane to the SW corner of Lot 1, Block 9, said subdivision, thence S89°40'09"E, 255.0 feet along the Southerly line of said Block 9; thence S01°10'41"W 1319.35 feet to the Northerly line of S.A.L.R.R. Right of Way; thence N81°05'31"W, 746.72 feet along said right of way to the P.O.B..**

**LESS AND EXCEPT that portion of the subject property as described in those certain Deeds recorded in Official Records Book 4022, Page 1023, Official Records Book 4230, Page 668, Official Records Book 5096, Page 361 and Official Records Book 5741, Page 1253, public records of Pinellas County, Florida.**

**The property is not the homestead of any of the Successor Co-Trustees shown as grantor as defined by the constitution of the state of Florida.**

**Seller warrants legal capacity to and shall convey marketable title to the Property, subject only to matters acceptable to Buyer and the Park Covenant described below. Otherwise, title shall be free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year 2024 and subsequent years, if any, a restrictive covenant that the property shall hereafter be used as a park in conjunction with the adjoining property owned and operated by the City of Clearwater and referred to as Moccasin Lake Park (The "Park Covenant"). The Park Covenant may be enforced by Grantor through injunctive action for the applicable period under the Marketable Record Title Act, Florida Statutes Chapter 712, covenants, restrictions and public utility easements of record; and no others provided there exists at closing no violation of the foregoing and none of them prevents the Buyer's intended use of the Property. Seller warrants and represents that there is ingress and egress to the Property sufficient for the intended use as described herein.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness Sign: Mikell St. Germain  
Print Name: Mikell L. St. Germain  
1290 Court St., Clw, FL 33756

Linda Flahive Successor Co-Trustee  
**Linda Flahive, Successor Co-Trustee of  
The Marilyn C. Woodring Living Trust  
Agreement Dated November 18, 2003, and  
individually**

Witness Sign: Pauline Shefman  
Print Name: Pauline Shefman  
1290 Court St., Clw, FL 33756

James Woodring Successor Co-trustee  
**James Woodring, Successor Co-Trustee of  
The Marilyn C. Woodring Living Trust  
Agreement Dated November 18, 2003, and  
individually**

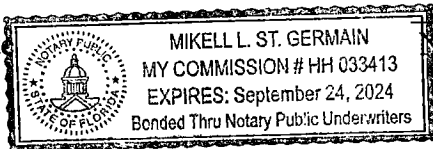
Witness Sign: Mikell St. Germain  
Print Name: Mikell L. St. Germain  
1290 Court St., Clw, FL 33756

Witness Sign: Pauline Shefman  
Print Name: Pauline Shefman  
1290 Court St., Clw FL 33756

State of **Florida**  
County of **Pinellas**

THE FOREGOING INSTRUMENT was sworn and acknowledged before me by means of x physical presence or online notarization, on 12/28 /2023 by: **Linda Flahive, individually and as Successor Co-Trustee of the Marilyn C. Woodring Revocable Living Trust Agreement, dated November 18, 2003, as amended** who has produced a drivers license as identification.

Notary Seal/Expiration Date

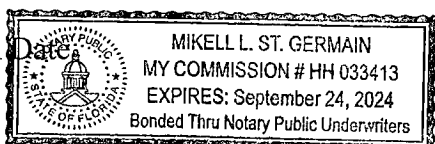


Mikell St. Germain  
Notary Signature Mikell L. St. Germain

State of **Florida**  
County of **Pinellas**

THE FOREGOING INSTRUMENT was sworn and acknowledged before me by means of x physical presence or online notarization, on 12/28 /2023 by: **James Woodring, individually and as Successor Co-Trustee of the Marilyn C. Woodring Revocable Living Trust Agreement, dated November 18, 2003, as amended** who has produced a drivers license as identification.

Notary Seal/Expiration Date



Mikell St. Germain  
Notary Signature Mikell L. St. Germain

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2024 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness Sign: Crystal Charron-Johnson  
Print Name: Crystal Charron-Johnson

Sharon Woodring, Successor Co-Trustee  
Sharon Woodring, Successor Co-Trustee of  
The Marilyn C. Woodring Living Trust  
Agreement Dated November 18, 2003, and  
individually

Witness Sign: Raymond Duquette  
Print Name: RAYMOND DUQUETTE

State of VT  
County of Franklin

THE FOREGOING INSTRUMENT was sworn and acknowledged before me by means of x physical presence or online notarization, on 12/ 22 /2023 by: **Sharon Woodring, individually and as Successor Co-Trustee of the Marilyn C. Woodring Revocable Living Trust Agreement, dated November 18, 2003, as amended** who has produced a drivers license as identification.

Notary Seal/Expiration Date 01/31/2025

Crystal Charron-Johnson  
Notary Signature

Crystal Charron-Johnson  
Notary Public, State of Vermont  
Commission No. 157.0009570; Franklin County  
My Commission Expires January 31, 2025



1399 Pineapple Lane

FLU: Residential Low (RL)



1399 Pineapple Lane

ZON: (City) R-A; Residential Agriculture

# Attachment A - LUP

## SECTION I

### PARCEL LEGAL DESCRIPTION AND OWNERSHIP

THAT PART OF E 1/2 OF NW 1/4 OF SEC 08-29-16 DESC BEG SW COR OF LOT 1, BLK 9 VIRGINIA GROVES EST 1ST ADD TH S89D40'09"E 255.04FT TH S01D12'04"W 204.87FT TH S 190.13FT TH W 420.78FT TH N 288FT TH E 165FT TH N 105FT TO POB CONT 3.4 AC(C)

PIN: 08-29-16-00000-240-0100

Owner: City of Clearwater  
100 South Myrtle Avenue  
Clearwater, FL 33756

Phone: 727-444-8768

Email: [mark.parry@myclearwater.com](mailto:mark.parry@myclearwater.com)

## **SECTION II**

### **REASON FOR REQUEST**

The current zoning is Residential Agriculture (R-A) with an underlying Future Land Use (FLU) classification of Residential Low (RL). The proposed initial City zoning is Open Space/Recreation (OS/R) with a corresponding change to the FLU to Recreation/Open Space (R/OS). The site is adjacent to the northeast of Moccasin Lake Park (Park) which is primarily within the OS/R zoning district and the R/OS FLU. Moccasin Lake, generally on the west side of the site is zoned Preservation (P) with an underlying FLU of Water. The subject parcel was purchased by the City as an expansion of the park. Therefore, the proposed FLU change is warranted and appropriate.

The intended use of the overall site is a parks and recreation facility and/or environmental park. Pursuant to CDC article 8. Definitions, a parks and recreation facility means a tract of land which is used for a public park or public beach. The term includes, but it is not limited to, the Pinellas Trail and other publicly owned property used for active or passive recreational uses.

Pursuant to that same CDC Article an environmental park means a recreational area that is typically dependent on natural resources and a natural outdoor environment. Activities shall have little, if any, adverse impact on a site and are compatible with natural and/or cultural resource protection. Uses include, but are not limited to, picnicking, hiking on multipurpose trails and/or boardwalks, outdoor educational nature studies, kayaking/canoeing and launch facilities for same, wildlife viewing, horseback riding on trails, and/or fishing.

Parks & Recreation Department Staff feel that it is best practice to amend the zoning of the site to the OS/R district and corresponding R/OS and P Future Land Use classifications because the proposed district and classification are most consistent with the proposed use of the site; this would eliminate any possible confusion as to permitted uses of the site; a parks and recreation facility and/or environmental park.

**Attachment B - LUP**

**DEED**

Prepared By: Mikell L. St. Germain

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P.O. Box 4748, Clearwater, FL 33758

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