

This instrument was prepared by:  
Lois E. La Seur, Esquire  
Florida Communities Trust  
Department of Environmental Protection  
3900 Commonwealth Boulevard, MS #103  
Tallahassee, Florida 32399

FLORIDA COMMUNITIES TRUST  
Project Number: 20-004-FF21  
DEP Agreement Number: F2104  
Project Name: Gladys E. Douglas Preserve Acquisition  
Project Location Address: 1900 Virginia Avenue, Dunedin, FL 33763  
Parcel ID(s): 36-28-15-00000-230-0100  
36-28-15-00000-240-0100

**DEDICATION TO PUBLIC USE**  
**and**  
**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DEDICATION TO PUBLIC USE and DECLARATION OF RESTRICTIVE COVENANTS** (“DDRC”) is between the **FLORIDA COMMUNITIES TRUST** (“FCT”), a non-regulatory agency and instrumentality within the State of Florida Department of Environmental Protection (“Department”), and **The City of Dunedin, Florida**, a Florida Municipal Corporation, and **Pinellas County**, a Florida Political Subdivision (“Recipients”).

**THIS DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS IS PURSUANT TO THE FOLLOWING:**

**WHEREAS**, this DDRC is to impose terms and conditions to implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes (“F.S.”);

**WHEREAS**, Chapter 380, Part III, F.S., (the “Florida Communities Trust Act”), creates FCT, a non-regulatory agency within the Department, to assist local governments to implement the conservation, recreation and open space, and coastal elements of their comprehensive plans, conserve natural resources, and resolve land use conflicts. The FCT is empowered to provide financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

**WHEREAS**, FCT is funded through the Florida Legislature to provide land acquisition grants for community-based conservation and recreation projects, urban open spaces, parks, and greenways;

**WHEREAS**, FCT has approved the terms under which the Recipients acquired the land described in Exhibit “A” (“Project Site”) and has approved a grant supporting that acquisition. Consequently, the Project Site is subject to the restrictions set by the Florida Communities Trust Act and by Rule 62-818.009(1), Florida Administrative Code (“F.A.C.”);

**WHEREAS**, this DDRC provides covenants and restrictions sufficient to ensure that the use of the Project Site complies with Section 9, Article XII and Section 28, Article X of the Florida State Constitution and Section 375.051, F.S., and it contains clauses providing that title to the Project Site will be conveyed to the Board of Trustees of the Internal Improvement Trust Fund (“Trustees”) upon the failure of the Recipients to use the Project Site for the required purposes; and

**WHEREAS**, the purpose of this DDRC is to dedicate the property to public use and set forth the covenants and restrictions that are imposed on the Project Site subsequent to FCT disbursing Florida Forever funds to the Recipient.

**NOW THEREFORE**, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient agree as follows:

#### **I. PERIOD AND APPLICABILITY OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS**

Pursuant to the requirements of Section 380.510(3)(d), F.S., the Project Site (as more fully described in Exhibit A) is hereby dedicated in perpetuity to the use of the general public for conservation, outdoor recreation, and related activities. If the Recipient uses the property for other than conservation or recreation or allows a third party to do so, title to the property shall immediately vest in the Board of Trustees of the Internal Improvement Trust Fund.

This DDRC begins upon execution by both Parties. The covenants and restrictions contained herein will run with the Project Site and will bind FCT and the Recipient and their respective successors and assigns.

#### **II. MODIFICATION OF DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS**

Either Party may request modification of the provisions of this DDRC at any time. FCT will review any changes requested by the Recipient to ensure that the requested changes will not violate the statutes, rules, or other regulations governing the FCT program. Changes that are mutually agreed upon will be valid only when reduced to writing, signed by the Parties, and recorded in the public record.

#### **III. RECORDING AND APPROVAL OF DEDICATION AND DECLARATION OF RESTRICTIVE COVENANTS**

Upon execution by the Parties hereto, the Recipients will cause this Dedication and Declaration of Restrictive Covenants to be recorded and filed in the official public records of **Pinellas County, Florida**, within thirty (30) days of execution and in such manner and in such other places as FCT may reasonably request. The Recipient will pay all fees and charges incurred in connection therewith.

#### **IV. NOTICE AND CONTACT**

All notices provided pursuant to this Declaration will be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified

below. The Department will consider that the notice is received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust  
Department of Environmental Protection  
3900 Commonwealth Boulevard, MS# 115  
Tallahassee, Florida 32399-3000  
[FloridaCommunitiesTrust@floridadep.gov](mailto:FloridaCommunitiesTrust@floridadep.gov)

Recipients: The City of Dunedin  
Vince Gizzi, Director of Parks and Recreation  
Address: 1920 Pinehurst Road  
Dunedin, Florida 34698  
Email: [vgizzi@dunedinfl.net](mailto:vgizzi@dunedinfl.net)

Pinellas County Parks and Conservation Resources  
Emily Magyar, Senior Grants and Contracts Specialist  
Address: 12520 Ulmerton Road  
Largo, Florida 33774  
Email: [emmagyar@pinellas.gov](mailto:emmagyar@pinellas.gov)

If the Recipients' address or representatives change after execution of this DDRC, the Recipients must notify FCT of the change as provided above.

#### **V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, F.S.**

1. If Recipients seek to transfer title to the Project Site, FCT must pre-approve the transfer. FCT will enter into a new DDRC with the transferee to ensure the Project Site remains dedicated to conservation, outdoor recreation, and related activities, and to protect the interest of the State of Florida.

2. The Recipients cannot use the interest acquired by the Recipients in the Project Site as security for any of Recipients' debt.

3. If the Recipients fail to remedy a violation of any essential term or condition of this DDRC, or if the existence of the Recipients terminates for any reason, title to all interest in the Project Site acquired with state funds will automatically vest in the Trustees unless FCT negotiates an agreement with another local government or nonprofit environmental organization that agrees to accept title to and manage the Project Site.

4. If the Project Site is damaged or destroyed, the Recipients will deposit any insurance proceeds with FCT. The Recipients must rebuild, replace, repair, or restore the Project Site consistent with this DDRC and the terms of the original grant. FCT will make the insurance proceeds available to the Recipients to provide funds for restoration work. If the Recipients fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

5. If title to the Project Site, or any part thereof, is taken by a governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipients must deposit the condemnation award with FCT. The Recipients must rebuild, replace, repair, or restore the Project Site consistent with this DDRRC and the terms of the original grant. FCT will make the condemnation award available to the Recipients to provide funds for restoration work. If the Recipients fails to complete the rebuilding, repair, replacement, or restoration of the Project Site after notice from FCT, FCT has the right, in addition to any other remedies at law or in equity, to use those proceeds to repair, restore, rebuild, or replace the Project Site to prevent the occurrence of a default.

6. FCT has the right to seek specific performance of any of the covenants and restrictions of this DDRRC concerning the construction and operation of the Project Site.

## **VI. MANAGEMENT OF PROJECT SITE**

1. The Project Site must be managed only for the conservation, protection, and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT, which is hereby incorporated by reference. A copy of the Management Plan can be obtained by contacting FCT per Section IV.

2. The Recipients will ensure that the future land use designation assigned to the Project Site is a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the Recipients will propose the amendment at the next available comprehensive plan amendment cycle. The Recipients will provide FCT with documentation of the change.

3. The Recipients will ensure that all activities under this DDRRC comply with all applicable local, state, regional, and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction.

4. The Recipients will prevent the unauthorized use of the Project Site or any use that does not comply with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives have the right to inspect the Project Site and the operations of the Recipients at the Project Site.

6. All buildings, structures, improvements, and signs not authorized by the approved Management Plan will require the prior written approval of FCT. Major land alterations not authorized by the approved Management Plan will require the written approval of FCT. FCT will approve the proposed changes if the proposed structures, buildings, improvements, signs, vegetation removal, or land alterations will not adversely impact the natural resources of the Project Site.

7. If archaeological and historic sites are located on the Project Site, the Recipients must comply with Chapter 267, F.S. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site are prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 62-818.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipients will submit to FCT an annual stewardship report documenting the Recipients' progress in implementing the Management Plan. The initial stewardship report will document any necessary change to the future land use designation for the site. Once the Project Site is fully developed as outlined in the approved Management Plan, the Recipients may request transition to five-year stewardship report reviews pursuant to Rule 62-818.013, F.A.C. In addition to the annual stewardship report, the Recipients must report any revenue generated on the Project Site by July 31<sup>st</sup> of each year. The Recipients will report revenue on a form approved by FCT staff.

## **VII. SPECIAL MANAGEMENT CONDITIONS**

The Management Plan for the Project Site is mentioned throughout the Grant Award Agreement and this DDRRC, and is particularly described in Section VI. above. In addition to the various conditions already described in the Grant Award Agreement and this DDRRC, the Management Plan requires the following conditions that are specific to the Project Site:

1. FCT Sign - The Recipients must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipients if Recipients provided a match). The sign should include the date the site was acquired.

2. Trails - The Recipients must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches must be provided along the trail. A water fountain must be provided at the trailhead or along the trail.

3. Recreational Facilities - The Recipients must provide at least four recreational facilities such as a pier, a canoe/kayak launch, a picnic shelter an observation platform and a nature center.museum. The Recipients should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.

4. Water Access - The Recipients must provide a water access facility to an existing open water shoreline, such as a pier, a canoe/kayak launch and an observation bench on Jerry Lake.

5. Connectivity - The Project Site must connect to adjacent neighborhoods by a sidewalk within an existing right-of-way.

6. Interpretation - The Recipients must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area.

7. Education Programs - The Recipients must provide at least six regularly scheduled environmental or historical education classes or programs per year at the Project Site conducted by trained educators or resource professionals.

8. Neighborhood Recreation Center, Nature Center, or Museum - The Recipients must provide a neighborhood recreation center, nature center, or museum building with at least 1,000 square feet of enclosed area. An existing building will be renovated for the center. The center must be staffed and provide year-round educational classes or programs.

9. Listed Species Habitat - The Recipients must manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species.

10. Locally Significant and Strategic Habitat Conservation - The Recipients must manage the Project Site in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat, including the Locally Significant Natural Areas and Strategic Habitat Conservation Areas found onsite.

11. Vegetative Enhancement - The Recipients must plant approximately 10 acres of disturbed uplands with native vegetation.

12. Water Quality Facility - The Recipients must improve the quality of surface waters or address current flooding problems occurring on, adjacent to, or close to the Project Site. The water quality facility must be designed to have a park-like or natural setting.

## **VIII. COVENANTS RELATING TO USE OF THE PROPERTY**

1. FCT is authorized by Section 380.510, F.S., to impose conditions for funding on the Recipients to ensure that the Project complies with the requirements for the use of Florida Forever funds.

2. The Recipients agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the “disallowable activities,” may be disallowed on the Project Site. The Recipients further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on certain guidelines established by the Florida Communities Trust.

- a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;
- b. the operation of any concession on the Project Site by a non-governmental person or organization;
- c. any sales contract or option to buy or sell things attached to the Project Site;
- d. any use of the Project Site by a non-governmental person other than in such person’s capacity as a member of the general public;
- e. any change in the character or use of the Project Site from the use expected at the date of the issuance of any series of Bonds contributing to the funding of the Project;
- f. a management contract for the Project Site with a non-governmental person or organization; or
- g. such other activity or interest as specified from time to time in writing by FCT to the Recipients; or

3. If the Project Site, after its acquisition by the Recipients, is to remain subject to any of the disallowable activities, the Recipients will provide notice to FCT, as provided for in paragraph IV.1. above, at least sixty (60) calendar days in advance of any such transactions, events, or circumstances, and will provide FCT such information as FCT reasonably requests in order to evaluate the consequences of such disallowable activities.

4. If FCT determines at any time that the Recipients is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipients will immediately cease the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipients for any disallowable activities on the Project Site.

## **IX. DEFAULT; REMEDIES; TERMINATION**

1. If the Recipients (or some third party with the knowledge of the Recipients) violates any essential term or condition of this DDRC, FCT will notify the Recipients of the violation by written notice given by personal delivery, registered mail, or registered expedited service. The Recipients will immediately act to cure the violation and must complete the cure within thirty (30) days after receiving notice of the violation. If the situation cannot reasonably be cured within thirty (30) days, the Recipients will submit a timely written request to the FCT Program Manager for additional time. The request must include the current status of the violation, the reasons for the delay, and a time frame for completing the cure. FCT will approve or deny the request, in writing, within thirty (30) days of receiving the request. Any violation must be resolved within one hundred twenty (120) days of the Recipients' receiving notice of the violation unless the Recipients can demonstrate extenuating circumstances to justify a greater extension of time. If the Recipients fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipients' request, fee simple title to all interest in the Project Site will vest in the Trustees as described in Section V, paragraph (3). FCT will treat such property in accordance with Section 380.508(4)(e), F.S.

## **X. STANDARD CONDITIONS**

1. This DDRC will be construed under the laws of the State of Florida, and venue for any actions arising out of this DDRC will lie in Leon County. If any provision of this DDRC conflicts with any applicable statute or rule, or is otherwise unenforceable, that provision will be deemed null and void to the extent of the conflict and will be severable, but will not invalidate any other provision of this DDRC.

2. If FCT waives a right or remedy granted by this DDRC or fails to insist on strict performance of any term of this DDRC, those actions will not act as a waiver of any of FCT's rights or remedies nor will it affect the subsequent exercise of the same right or remedy by FCT for any subsequent default by the Recipients.

3. The Recipients agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the area of public accommodations and State and local government services.

4. This DDRC may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a

“.pdf” format data file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature page were an original.

5. Any alterations, variations, changes, modifications or waivers of provisions of this DDRC will only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and recorded in the public record.



IN WITNESS WHEREOF, the Parties hereto have duly executed this Dedication and Declaration of Restrictive Covenants.

WITNESSES:

**THE CITY OF DUNEDIN,**  
a Florida Municipal Corporation

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, of \_\_\_\_\_.  
He/She is; \_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

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

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**PINELLAS COUNTY, FLORIDA,**  
a Florida Political Subdivision

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2023, by \_\_\_\_\_, of \_\_\_\_\_.  
He/She is \_\_\_\_\_ personally known to me; or who has produced \_\_\_\_\_ as  
identification.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

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

Witnesses:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

FLORIDA COMMUNITIES TRUST

By: \_\_\_\_\_

Secretary or Designee

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality:

By: \_\_\_\_\_

Trust Counsel

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, Secretary or Designee, Florida Communities Trust. He/She is; \_\_\_ personally known to me; or who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_

Signature of Notary Public

Print Name: \_\_\_\_\_

Commission No. \_\_\_\_\_

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

## EXHIBIT "A"

PARCEL 1: (36-28-15-00000-230-0100)

The Southwest 1/4 of the Northwest 1/4 of Section 36, Township 28 South, Range 15 East, lying in Pinellas County, Florida.

LESS AND EXCEPT that part in the Northeast corner included in DUNEDIN CEMETERY, a subdivision as recorded in Plat Book 20, Page 47 and DUNEDIN CEMETERY PARTIAL REPLAT, a subdivision as recorded in Plat Book 110, Page 55, both of the Public Records of Pinellas County, Florida.

ALSO LESS AND EXCEPT those portions taken by Pinellas County for road Right of Way as described in Amended Order of Taking recorded in Official Records Book 3512, Page 143, of the Public Records of Pinellas County, Florida.

ALSO LESS AND EXCEPT any portion thereof lying within the lands described in that Quit Claim Deed recorded in Official Records Book 6119, Page 2049 of the Official Records of Pinellas County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 36; THENCE run Westerly along the South line of said Northwest 1/4, N89°49'51"W for 1359.48 feet to a line parallel with and 25.00 feet West of the East line of the Southwest 1/4 of said Northwest 1/4; THENCE departing the South line of said Northwest 1/4, run Northerly along said 25.00 foot Westerly parallel line, N00°05'40"W for 40.00 feet to the North Right of Way of Virginia Avenue, a varying width public Right of Way as defined by Official Records Book 3512, Page 143 of said Public Records, and the POINT OF BEGINNING; THENCE departing said 25.00 foot Westerly parallel line, run Westerly along said North Right of Way, N89°49'51"W for 1010.49 feet to the beginning of a tangential curve to the right having a radius of 250.00 feet; THENCE run Northwesterly along said curve for 391.77 feet, through a delta angle of 89°47'11", having a chord bearing N44°56'16"W a distance of 352.89 feet to a tangential line, said tangential line being the East Right of Way of County Road No. 1, also known as Keene Road, a 100 foot public Right of Way as defined by said Official Records Book 3512, Page 143; THENCE run Northerly along said East Right of Way, N00°02'41"W for 1017.23 feet to the South Right of Way of Achieva Way, as identified in the field, a varying width public Right of Way, as dedicated by said Commissioner's Book 3, Pages 452-453, as defined by said DUNEDIN CEMETERY PARTIAL REPLAT; THENCE departing said East Right of Way, run Easterly along said South Right of Way, S89°39'43"E for 387.69 feet to the Westerly boundary of said DUNEDIN CEMETERY; THENCE departing said South Right of Way, run Southerly along the Westerly boundary of said DUNEDIN CEMETERY, S00°22'29"W for 170.03 feet to the Southerly boundary of said DUNEDIN CEMETERY; THENCE departing the

Westerly boundary of said DUNEDIN CEMETERY, run Easterly along the Southerly boundary of said DUNEDIN CEMETERY and the Southerly boundary of said DUNEDIN CEMETERY PARTIAL REPLAT, S89°39'45"E for 897.19 feet to the East line of the Southwest 1/4 of said Northwest 1/4; THENCE departing said Southerly boundary, run Southerly along the East line of said Southwest 1/4, S00°05'40"E for 25.00 feet to a line parallel with and 25.00 feet Southerly of said Southerly boundary; THENCE departing the East line of said Southwest 1/4, run Westerly along said 25.00 foot Southerly parallel line, N89°39'45"W for 25.00 feet to said 25.00 foot Westerly parallel line; THENCE departing said 25.00 foot Southerly parallel line, run Southerly

along said 25.00 foot Westerly parallel line, S00°05'40"E for 1067.57 feet to the POINT OF BEGINNING.

PARCEL 2: (36-28-15-00000-240-0100)

The West 396 feet of the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 28 South, Range 15 East, lying in Pinellas County, Florida.

AND the portion of the East 25.00 feet of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 28 South, Range 15 East, described in Official Records Book 6119, Page 2049 of the Official Records of Pinellas County, Florida.

LESS AND EXCEPT those portions taken by Pinellas County for road Right of Way as described in Amended Order of Taking recorded in Official Records Book 3512, Page 143 of the Public Records of Pinellas County, Florida.

ALSO LESS AND EXCEPT any portion thereof lying within those lands conveyed to The Southwest Florida Water Management District by warranty deed recorded in Official Records Book 6194, Page 2151, of the Public Records of Pinellas County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 36; THENCE run Westerly along the South line of said Northwest 1/4, N89°49'51"W for 1309.47 feet to a line parallel with and 25.00 feet East of the West line of the Southeast 1/4 of said Northwest 1/4; THENCE departing the South line of said Northwest 1/4, run Northerly along said 25.00 foot Easterly parallel line, N00°05'40"W for 40.00 feet to the North Right of Way of Virginia Avenue, a varying width public Right of Way as defined by Official Records Book 3512, Page 143 of said Public Records, and the POINT OF BEGINNING; THENCE continue Northerly along said 25.00 foot Easterly parallel line and said North Right of Way, as defined by Commissioner's Book 3, Page 452 to 453 of said Public Records and by Official Records Book 6119, Page 2049 of said Public Records, N00°05'40"W for 10.00 feet; THENCE departing said 25.00 foot Easterly parallel line, continue Westerly along said North Right of Way, N89° 49'51"W for 50.00 feet to a line parallel with and 25.00 feet Westerly of the West line of said Southeast 1/4; THENCE departing said North Right of Way, run Northerly along said 25.00 foot Westerly parallel line, N00° 05'40"W for 1057.57 feet to a line parallel with and 25.00 feet Southerly of the South boundary of DUNEDIN CEMETERY PARTIAL REPLAT, a subdivision as recorded in Plat Book 110, Page 55 of said Public Records; THENCE departing said 25.00 foot Westerly parallel line, run Easterly along said 25.00 foot Southerly parallel line, S89°39'45"E for 25.00 feet to the West line of said Southeast 1/4; THENCE departing said 25.00 foot Southerly parallel line, run Northerly along the West line of said Southeast 1/4, N00°05'40"W for 229.57 feet to the North line of said Southeast 1/4; THENCE departing the West line of said Southeast 1/4, run Easterly along the North line of said Southeast 1/4, N89°56'01"E for 97.33 feet to the water's edge of Jerry Lake; THENCE departing the North line of said Southeast 1/4, run Southeasterly along the water's edge of Jerry Lake the following seven (7) courses and distances; 1) S56°45'41"E for 68.68 feet; 2) S68°41'58"E for 83.38 feet; 3) S50° 39'42"E for 61.88 feet; 4) S29°24'07"E for 94.36 feet; 5) S15°44'07"E for 49.84 feet; 6) S34°06'18"E for 52.78 feet; 7) S19°13'12"E for 81.51 feet to the East line of the West 396 feet of said Southeast 1/4; THENCE departing the water's edge of Jerry Lake, run Southerly along the East line of said West 396 feet, S00°05'40"E for

940.33 feet to said North Right of Way; THENCE departing the East line of said West 396 feet, run Westerly along said North Right of Way, N89° 49'51"W for 371.00 feet to the POINT OF BEGINNING.