

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ST. PETE BEACH
AND
DON CE-SAR PROPERTY OWNERS CORPORATION

PREAMBLE

Blocks M and N (the “Beach Parcels”) are part of the original 1925 Don Ce-Sar Place Subdivision Plat (the “Plat”). A copy of the Plat is attached hereto as Exhibit A. According to the Plat, the Beach Parcels “... are hereby dedicated to the use of the property-owners in this subdivision for beach and bathing purposes and no tents, vehicles, nor structures of any kind shall be permitted thereon...” (the “Plat Restriction”). There are more than 300 property owners in the subdivision, including the City of St. Pete Beach (the “City”). The Don Ce-Sar Property Owners Corporation (the “DCPOC”) is a private corporation established years ago with a goal to represent the property owners in the subdivision.

Except for one section in Block M that is approximately 50.07 feet wide (the “Private Beach”), the Beach Parcels are owned in fee simple by the Thomas J. Rowe Corporation (the “Rowe Corporation”), a long inactive and administratively dissolved Florida corporation. As a result, ownership of the Beach Parcels has caused complications for the City and DCPOC. The DCPOC has consequently petitioned the Pinellas County Circuit Court (Case No. 20-005645-CI) (the “Lawsuit”) for ownership of the Beach Parcels (except the Private Beach) using the “Florida Business Corporations Act,” specifically Section 607.1405(6), Florida Statutes, which authorizes the court to appoint a “trustee” to wind-up the affairs of a dissolved corporation, the Rowe Corporation. The City is an intervenor party in the Lawsuit. The Rowe Corporation owns the Beach Parcels, but the Rowe Corporation is now dissolved and there are no remaining directors of the corporation. In short, the DCPOC wants the Court to transfer the Beach Parcels (except the Private Beach) to it through a trustee.

If the City Commission approves this Memorandum of Understanding (the or this “MOU”) at a duly noticed public hearing, such approval, together with this MOU, shall constitute the City’s support of DCPOC’s petition to obtain legal title to the Beach Parcels (except for the Private Beach) in exchange for certain covenants and agreements expressed in this MOU, which are intended to ensure the long term regulation, management and maintenance of the Beach Parcels (except for the Private Beach). The purpose of this MOU between the City and the DCPOC is to define the working relationship between the two parties and to codify an understanding between the City and the DCPOC pertaining to their relationship concerning the Beach Parcels. The City and DCPOC shall be collectively referred to as the “Parties” in this MOU.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this MOU, and other good and valuable consideration, the receipts and sufficiency of which the Parties acknowledge, the Parties agree as follows:

MUTUAL UNDERSTANDINGS

1. Preamble. The foregoing Preamble, and the recitals contained herein, are true and correct and are incorporated in this MOU as a material and substantive part hereof.
2. Amended order for intervenor status. The Parties agree to file a stipulated motion and stipulated amended order to make the City an intervenor with full party status in the Lawsuit, amending the current order which limits the City's party status. The motion and stipulated amended order will reflect the City's support for DCPOC's acquisition of the Beach Parcels (except for the Private Beach), the Parties' agreement on the proposed trustee, and instructions to the trustee effectuating the relief sought by the DCPOC in the Lawsuit, and the principles, covenants and agreements expressed in this MOU, and shall be in substantially the same form as Exhibit B attached hereto. Entry of the amended order by the Court is a condition precedent for the remainder of this MOU to become effective.
3. Proposed form of judgment. The Parties will draft a proposed form of final judgment for submission to the Court in the Lawsuit. The judgment will grant the relief sought by DCPOC in the Lawsuit and will reflect the City's support for DCPOC's acquisition of the Beach Parcels (except for the Private Beach), the Parties' agreement on the proposed trustee, and instructions to the trustee effectuating the principles, covenants and agreements expressed in this MOU, and shall be in substantially the same form as Exhibit C attached hereto.
4. City / DCPOC coordination. DCPOC will revise its bylaws, within ninety (90) days of the effective date, to require the DCPOC to include the City on its distribution list for all membership meeting notices and to recognize that a City representative may attend all DCPOC membership meetings, and provide the City a copy of the amended bylaws. The City will assign a liaison to attend DCPOC membership meetings and to be available to communicate with DCPOC. The Parties will collaborate to inform subdivision property owners of the status of the legal proceedings to give ownership of the Beach Parcels (except for the Private Beach) to DCPOC. The City's liaison will use his or her best efforts to notify the DCPOC and its successors and assigns, if any, applications that will go to a public hearing. The City's current liaison is the City Manager or designee.
5. Corporate status. DCPOC will maintain active corporate status and assure that all legal filings required by the State of Florida will be made on a timely basis. If DCPOC's corporate status becomes inactive by not holding any executive board or membership meetings for more than one year, is dissolved and/or officially disbands, the Parties agree that the City may, at its sole discretion, provide DCPOC and all property owners within the Don Ce-Sar subdivision with written notice that it intends to pursue ownership of the Beach Parcels (except for the Private Beach). If DCPOC fails to hold an executive board or membership meeting, or to reinstate itself, within ninety (90) days from the date it receives such written notice, then the City may, after written direct mail notice to the property owners within the subdivision and a duly noticed public hearing of the City Commission, pursue ownership of the Beach Parcels (except for the Private Beach). The intent of this clause is to ensure long-term, consistent maintenance, management, and regulation, and to eliminate the complications giving rise to this MOU.

6. Transfer of ownership. Neither the City nor the DCPOC will allow use of the Beach Parcels (except for the Private Beach) to calculate Land Development Code (zoning) performance standard, such as but not limited to setbacks, impervious surface ratios, floor area ratios, for the benefit of any abutting property owner, or seek to change the zoning or the land use designation of the Beach Parcels, including, but not limited to, transferring, or attempting to transfer any part of the Beach Parcels (except the Private Beach) to individual property owners; provided, however, that DCPOC shall be authorized to freely transfer or convey title for the Beach Parcels to a third party trustee, as long as such transfer or conveyance does not operate to modify the Plat Restriction or this MOU. DCPOC shall notify the City of the recording of any instrument attaching to the Beach Parcels, prior to recording said instrument. In the event the City acquires fee simple ownership of the Beach Parcels, with the understanding that the City cannot legally own and maintain the Beach Parcels exclusively for property owners in the subdivision, the City agrees to maintain the Beach Parcels for beach and bathing purposes only, and shall not permit tents, vehicles, and structures of any kind to be permitted thereon. The purpose of these clauses is to ensure that the Plat Restriction remains intact to the extent consistent with this MOU and as allowed by law.
7. Signage. The Parties will work cooperatively to install consistent and appropriate signage adjacent to or on the Beach Parcels (except the Private Beach) and consistent with all applicable restrictions, regulations, building and zoning codes.
8. Beach access. DCPOC will ensure that all property owners in the subdivision retain access to the Beach Parcels consistent with the Plat.
9. Parking. DCPOC and the City will periodically review and at the City's discretion will make the changes they deem necessary regarding parking restrictions in and around the Beach Parcels.
10. Pinellas County Sheriff's Office. DCPOC and the City will periodically meet with the Pinellas County Sheriff's Office and establish procedures for law enforcement officers to deal with trespassing complaints with the understanding that the City does not have authority to direct the Sheriff's personnel.
11. Dispute resolution. The City and DCPOC will use their best efforts to resolve disputes relating to the Beach Parcels and/or this MOU without litigation, instead considering mediation and other potential dispute-resolution mechanisms.
12. Amendments and termination. This MOU shall continue in its current form unless modified or terminated in writing by the City and the DCPOC. Any request for modification or termination must be made with at least a sixty (60) days' notice.
13. Approval. This MOU must be approved by the City Commission at a duly noticed public meeting and by the DCPOC executive board. The Parties shall provide each other with written notice of their respective approvals, and copies of such approvals, promptly after such approvals are received by them.

14. Amendment and Waiver. This MOU may not be amended, nor any covenant, representations or warranty or provision hereof be waived, except by an agreement made in writing and executed by both Parties.

15. Successors and Assigns. This MOU shall be binding upon the Parties and the signatories hereto and their respective successors.

16. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement. Additionally, facsimile, and electronic (i.e., PDF) copies of the Parties' signatures shall be deemed originals for all purposes.

17. Effective Date. This MOU shall become effective on the date when it is fully executed by both parties after approval by the City Commission.

SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the day and year first above written.

Don Ce-Sar Property Owners Corporation:

City of St. Pete Beach:

Signature: 

Signature: _____

By: Betty Rzewnicki

By: _____

Its: President

Its: _____

Date: 12/14/21

Date: _____

14. Amendment and Waiver. This MOU may not be amended, nor any covenant, representations or warranty or provision hereof be waived, except by an agreement made in writing and executed by both Parties.

15. Successors and Assigns. This MOU shall be binding upon the Parties and the signatories hereto and their respective successors.

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SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed on the day and year first above written.

Don Ce-Sar Property Owners Corporation:

City of St. Pete Beach:

Signature: _____

Signature:  _____

By: _____

By:  _____

Its: _____

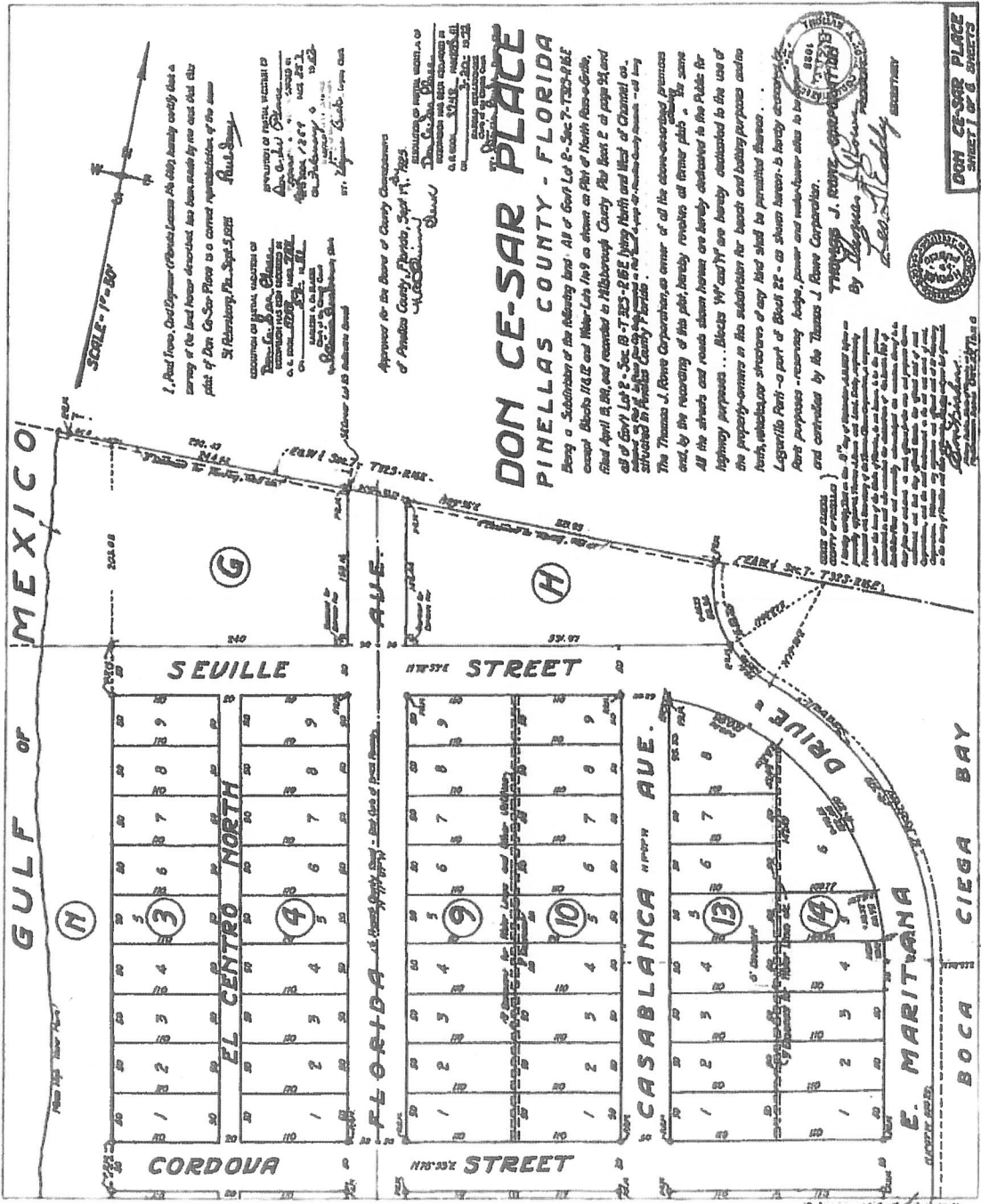
Its:  _____

Date: _____

Date: 12.20.21 _____

EXHIBIT A

1925 Plat of Don Ce Sar Place including Blocks M and N.



GULF OF MEXICO

(N)

CORDOVA

SEVILLE

EL CENTRO NORTH

FLORIDA AVENUE

STREET

STREET

CASABLANCA AVENUE

DRIVE

E. MARITANA

BOCA CIEGA BAY

DON CESAR PLACE

PINELLAS COUNTY - FLORIDA

Being a Subdivision of the following land: All of Govt Lot 8 - Sec 7 - T25-N18E except Blocks 11, 12 and 13, and recorded in Hillsborough County Plat Book 2 of page 24 and all of Govt Lot 8 - Sec 8 - T25-N18E (being North and West of Channel 10) situated in Pinellas County Florida.

The Thomas J. Rowe Corporation, as owner of all the above-described premises and by the recording of this plat hereby revokes all former plats in the same All the streets and roads shown herein are hereby dedicated to the public for highway purposes... Blocks 14 and 15 are hereby dedicated to the use of the property-owners in the subdivision for beach and bathing purposes and no tent, vehicular structures of any kind shall be permitted thereon... Row purposes - recreation, lounge, power and water-tower also to be located and controlled by the Thomas J. Rowe Corporation.

THOMAS J. ROWE CORPORATION
By *Thomas J. Rowe*
Leo J. Eady SECRETARY



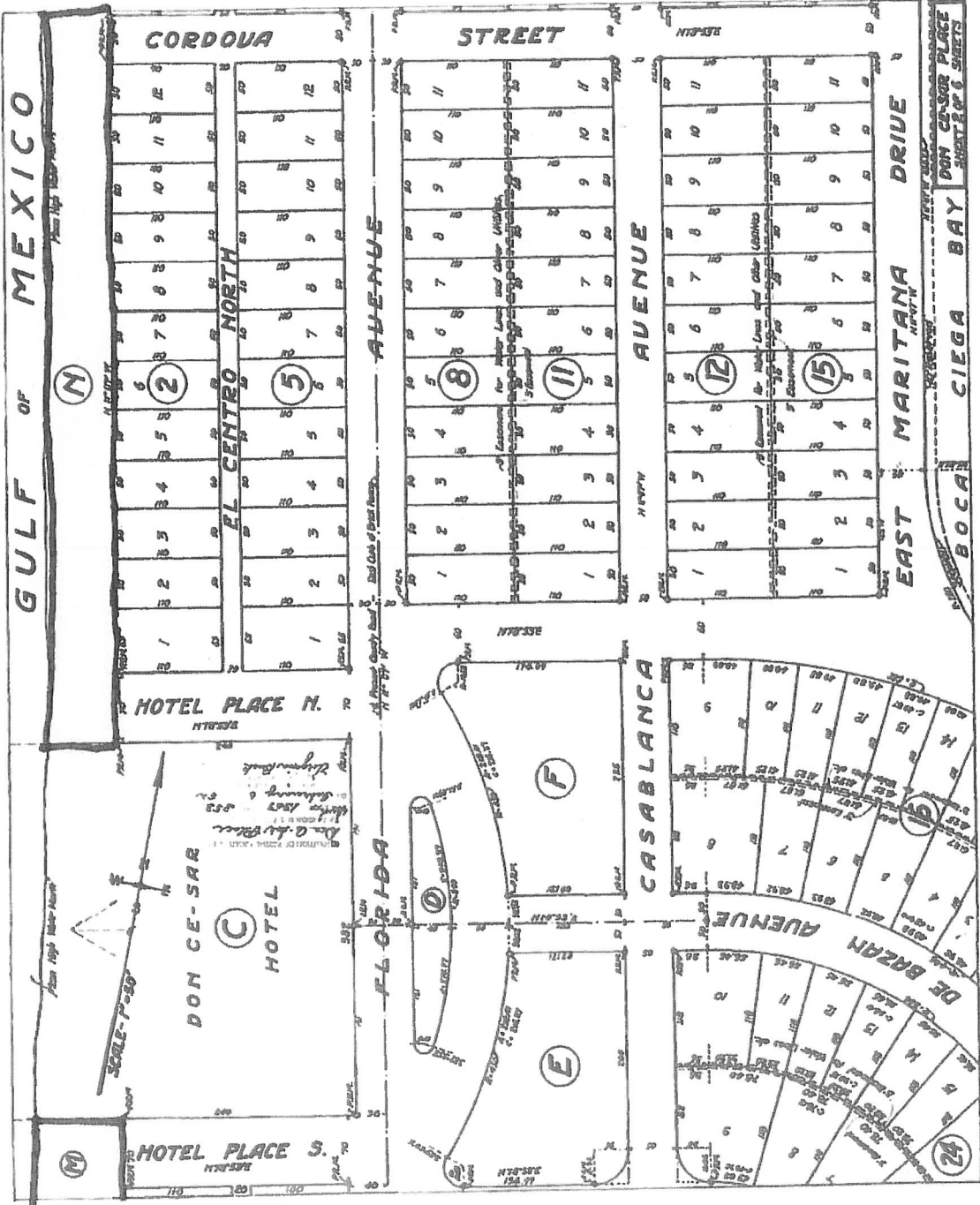
DON CESAR PLACE
SHEET 1 OF 8 SHEETS

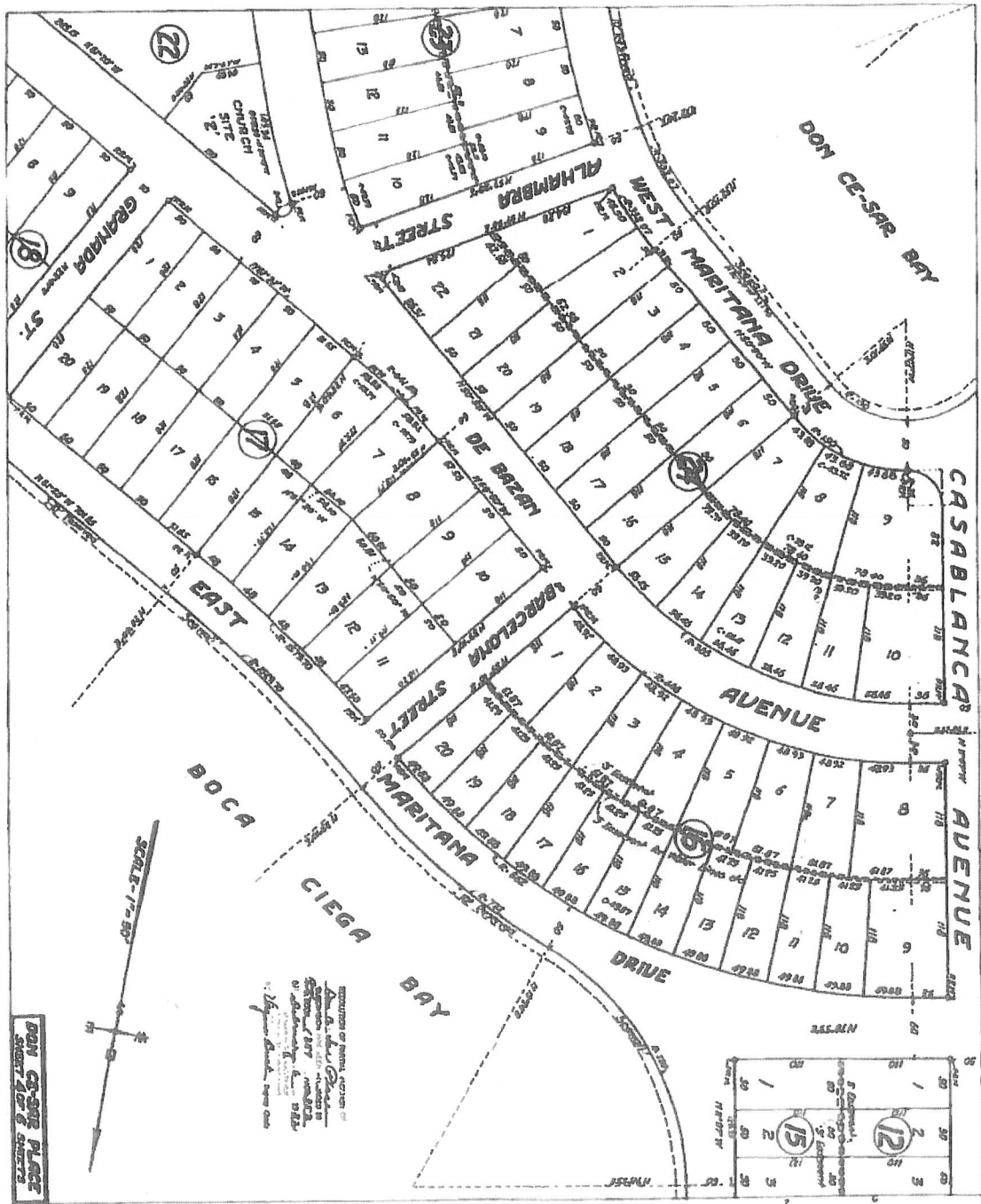
SCALE - 1" = 80'
I, Paul Jones, Civil Engineer (Florida License No. 1228), hereby certify that a survey of the land herein described has been made by me and that this plat of Don Cesar Place is a correct representation of the same.
St. Petersburg, Fla. Sept. 5, 1925
Paul Jones

COMMISSIONER OF PUBLIC HEALTH OF
THE STATE OF FLORIDA
I, C. C. [Name], Secretary of the State of Florida, do hereby certify that the above plat of Don Cesar Place is a correct representation of the same.
Tallahassee, Fla. Sept. 11, 1925
C. C. [Name]

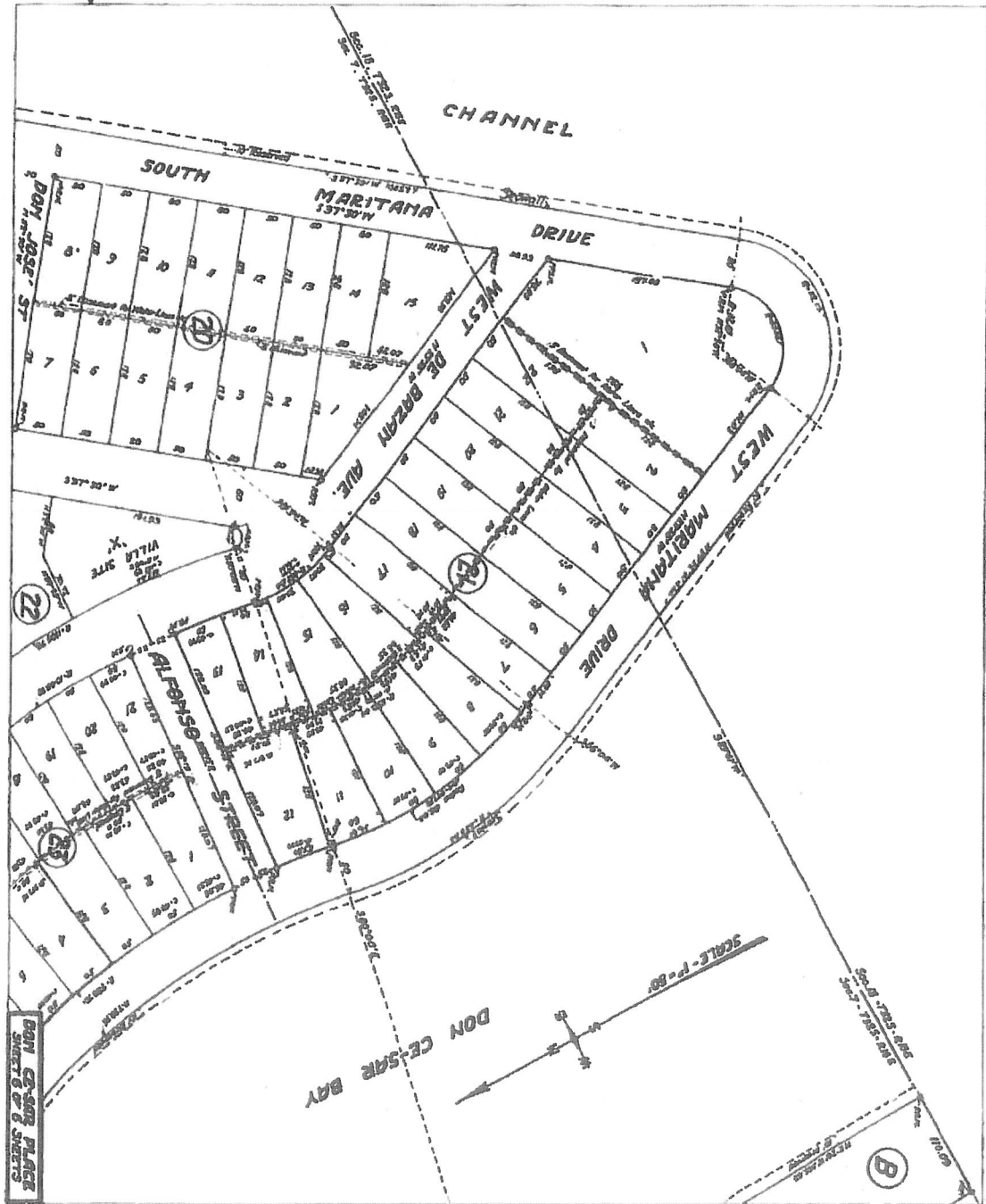
Approved for the Board of County Commissioners
of Pinellas County, Florida, Sept. 11, 1925
[Signature]
[Name]

12th Amendment - 2nd District
1925





APPROVED BY THE COMMISSIONER OF
 REVENUE
 ON 12/11/25
 AT 10:00 AM
 IN THE CITY OF
 BOSTON



- Don Ce-Sar Place Subdivision Plat, 1925

EXHIBIT B

Stipulated Amended Motion and Amended Order

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
(CIVIL DIVISION)

DON CE-SAR PROPERTY OWNERS CORPORATION,
a Florida Corporation,

Petitioner,

vs.

Case No.: 20-005345-CI

THOMAS J. ROWE CORPORATION, a dissolved
Florida corporation, and ALL UNKNOWN PERSONS
CLAIMING, BY THROUGH AND/OR UNDER IT,

Respondents.

THE CITY OF ST. PETE BEACH, FLORIDA,
a municipal corporation,

Intervenor Respondent.

**STIPULATED MOTION FOR INTERVENOR RESPONDENT
TO HAVE FULL PARTY STATUS**

Petitioner, Don Ce-Sar Property Owners Corporation (hereinafter "Petitioner"), and Intervenor Respondent, City of St. Pete Beach (hereinafter "City"), by and through their undersigned counsel, hereby jointly move this Court to allow the City full party respondent status, subordinate to the main proceeding, thereby amending the Court's January 21, 2021 Order Granting Motion to Intervene, which limits the City's party status. As grounds for this motion, Petitioner and the City state as follows:

1. Petitioner initiated this action on November 11, 2020, by filing a Petition For The Appointment of a Trustee of an Inactive and Dissolved Florida Corporation for the Purpose of Making a Disposition of One of the Corporation's Assets Pursuant to Florida Statute 607.1405(6) (hereinafter "Petition") seeking the appointment of a trustee for the

administratively dissolved Respondent Thomas J. Rowe Corporation (hereinafter "Rowe").

2. The City filed its Motion to Intervene in this action on December 11, 2020.
3. This Court heard argument on the Motion to Intervene on January 7, 2021 and entered its Order Granting Motion to Intervene on that same day, ordering a limited status for the City.
4. Petitioner and the City subsequently commenced informal, preliminary discussions aimed at narrowing the issues in this litigation and ultimately resolving any areas of disagreement between Petitioner and the City, which has been codified and approved by the Parties in the form of a memorandum of understanding.
5. A Stipulated Motion to Abate Action and to Extend Time for Service of Process was filed on March 8, 2021. The Court granted this motion by Stipulated Order dated March 8, 2021.
6. The Petitioner and City filed a Second Motion to Abate Action and to Extend Time for Service of Process to allow the parties additional time to resolve their differences and ultimately present the Court with a unified, cohesive plan to resolve and dispose of this matter, including providing for the ultimate disposition and maintenance of the real property that is the subject matter of this action. This Court entered a Stipulated Order granting that motion on June 25, 2021.
7. Petitioner and the City jointly stipulate to this motion before this Court and hereafter assert that these issues are not in dispute and have been resolved jointly and fairly between the parties.
8. Petitioner and the City requests that the Court enter an Amended Order Granting Motion to Intervene in substantially the same form as Exhibit A attached hereto.

WHEREFORE, Petitioner and the City respectfully move this Court to grant the City full respondent party status and rights.

Respectfully submitted on this _____ day of December 2021.

Bajo | Cuva | Cohen | Turkel
100 North Tampa Street, Suite 1900
Tampa, FL 33602
Phone: (813) 443-2199
Fax: (813) 443-2193

By: /s/ John J. Agliano
John J. Agliano, Esq.
FLA BAR No. 0503150
john.agliano@bajocuva.com
dori.camacho@bajocuva.com

James C. Mooney
FLA BAR No. 0111668
james.mooney@bajocuva.com
Attorneys for Petitioner

DICKMAN LAW FIRM
P.O. Box 771390
Naples FL 34107
Tel: (239) 434-0840
Fax: (239) 434-0940

By: /s/ Andrew W. J. Dickman
Andrew W. J. Dickman, Esq.
City Attorney
FLA BAR No. 238820
cityattorney@stpetebeach.org
service@dickmanlawfirm.org

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR
PINELLAS COUNTY, FLORIDA
(CIVIL DIVISION)**

DON CE-SAR PROPERTY OWNERS
CORPORATION,
a Florida Corporation,

Petitioner,

vs.

THOMAS J. ROWE CORPORATION, a dissolved
Florida corporation, and ALL UNKNOWN PERSONS
CLAIMING, BY THROUGH AND/OR UNDER IT,

Case No.: 20-005345-CI

Respondents,

CITY OF ST. PETE BEACH, a State of Florida
municipal corporation,

Respondent/Intervenor

**AMENDED ORDER GRANTING
MOTION TO INTERVENE**

THIS CAUSE, having come before the Court on the Stipulated Motion (motion) for an Amended Order granting the City of St. Pete Beach (City) intervenor status, and the Court, having reviewed the motion and file and being otherwise duly advised, it is:

ORDERED and ADJUDGED that the motion is hereby GRANTED, and the City is permitted to intervene in this action pursuant to Florida Rule of Civil Procedure 1.230 and to the following criteria:

1. The City has a direct and immediate interest to allow intervention in this action.
2. The City cannot raise or inject new issues into the litigation, file any defenses to the Petition For The Appointment of a Trustee of an Inactive and Dissolved Florida

Corporation for the Purpose of Making a Disposition of One of the Corporation's Assets Pursuant to Florida Statute 607.1405(6) ("Petition"), or oppose the Petition.

3. The City is limited to arguing the sole issue of the litigation only as it applies to the City as a party.
4. The City's intervention is insubordination to the main proceeding filed by the Petitioner.
5. In the event they cannot informally do so, the City and Petitioner shall participate in mediation to settle any unresolved issues, including the selection of the Trustee or list of Trustees for the Court to consider.

The City shall hereafter be recognized as "Intervenor Respondent", nunc pro tunc January 7, 2021

DONE and ORDERED in Chambers in St. Petersburg, Pinellas County, Florida on this _____ day of December, 2021.

The Honorable Cynthia J. Newton
Circuit Judge

Copies to:

Andrew Dickman, Esq.
PO Box 771390
Naples, FL 34107

John J. Agliano, Esq.
James C. Mooney, Esq.
100 N. Tampa Street; Suite 1900
Tampa, FL 33602

EXHIBIT C

Proposed Final Judgment

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR
PINELLAS COUNTY, FLORIDA

(Civil Division)

DON CE-SAR PROPERTY OWNERS CORPORATION,
a Florida corporation,

Petitioner

vs.

Case No.: 20-005345-CI
Section: 13

THOMAS J. ROWE CORPORATION, a dissolved
Florida corporation, and ALL UNKNOWN PERSONS
CLAIMING BY, THROUGH AND/OR UNDER IT,

Respondents

THE CITY OF ST. PETE BEACH, FLORIDA,
a municipal corporation,

Intervenor Respondent.

FINAL DEFAULT JUDGMENT

THIS CAUSE having come before the Court on Petitioner Don Ce-Sar Property Owners Corporation's Petition for the Appointment of a Trustee of an Inactive and Dissolved Florida Corporation for the Purpose of Making a Disposition of one of the Corporation's Assets Pursuant to Florida Statute 607.1405(6) (the "Petition"), and the Defendants having been duly served by publication, and the Clerk having entered a default against the Defendants on December __, 2021, and the Court otherwise being fully advised in the premises, it is hereby:

ORDERED AND ADJUDGED as follows:

1. That the Petition is hereby GRANTED.
2. F. Dennis Alvarez, Esquire (the "Trustee") is hereby appointed Trustee of the Thomas J. Rowe Corporation (the "Corporation") pursuant to Florida Statute 607.1405(6) for the

purpose of making a disposition of the real property owned by the Corporation and located in Pinellas County, Florida more particularly described as follows:

Block "M", of the plat of DON CE-SAR PLACE, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida, LESS THAT PORTION of Block "M" lying between Lot 8, Block 1, DON CE-SAR PLACE, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida, and the waters of the Gulf of Mexico and bounded on the North and South by the Westerly extension of the Northerly and Southerly boundaries of said Lot 8, Block 1, as more fully described in that Deed dated January 29, 1975 and recorded March 25, 1975 in Official Records Book 4272, Page 1055, of the public records of Pinellas County, Florida,

and

Block "N", of the plat of Don Ce-Sar Place, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida,

(the "Property"),

together with all of Thomas J. Rowe Corporation's right, title, and interest in the Property.

3. The Trustee is hereby authorized and directed to convey the Corporation's fee simple interest in the Property to the Petitioner by Trustee's Deed, subject to the conditions, covenants, restrictions, and dedications set forth in the Plat recorded in Plat Book 13, Pages 15 – 20, of the Public Records of Pinellas County, Florida, in substantially the same form as Exhibit A attached hereto.

4. The Trustee shall coordinate with the City of St. Pete Beach and copy the City of St. Pete Beach on all legal matters pertaining to his appointment and his transfer and conveyance of the Property to Petitioner.

5. The Court reserves jurisdiction to enter such further orders as may be necessary and proper under the circumstances.

DONE AND ORDERED, in Chambers, at Pinellas County, Florida this _____ day of
_____, 202_.

CYNTHIA J. NEWTON
Circuit Court Judge

Copies to counsel of record:
Andrew Dickman, Esquire
John J. Agliano, Esquire

Prepared by and after
recording return to:

John J. Agliano, Esq.

Tampa, Florida 33602

TRUSTEE'S DEED

THIS TRUSTEE'S DEED, is made, executed and delivered as of this ____ day of _____, 202_, by **F. Dennis Alvarez, as Trustee of Thomas J. Rowe Corporation**, an inactive and dissolved Florida corporation, pursuant to that certain Final Default Judgment entered by the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida, on _____, 202_, in the case styled *Don Ce-Sar Property Owners Corporation, Petitioner, vs. Thomas J. Rowe Corporation, a dissolved Florida corporation, and All Unknown Persons Claiming By, Through and/or Under It, Respondents, and the City of St. Pete Beach, Intervenor*, Case No. 20-005345-CI, whose address is c/o Genders Alvarez Diecidue, P.A., 2307 W. Cleveland Street, Tampa, Florida 33609 (hereinafter referred to as the "Grantor"); and **Don Ce-Sar Property Owners Corporation**, a not for profit Florida corporation, whose address is c/o Betty Rzewnicki, 3216 S. Maritana Drive, St. Pete Beach, Florida, 33706 (hereinafter referred to as "Grantee").

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include all of the parties to this Trustee's Deed and the successors and assigns of each party. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

WITNESSETH

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged by Grantor, has granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and does hereby grant, bargain, sell, alien, remise, release, convey, and confirm, to Grantee, and Grantee's successors and assigns forever, the following described parcel of real property located in Pinellas County, Florida:

Block "M", of the plat of DON CE-SAR PLACE, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20. Inclusive, of the public records of Pinellas County, Florida, LESS THAN PORTION of Block "M" lying between Lot 8, Block 1, DON CE-SAR PLACE, according to the plat thereof recorded in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida, and the waters of the Gulf of Mexico and bounded on the North and South by the Westerly extension of the Northerly and Southerly boundaries of said Lot 8, Block 1, as more fully described in that deed dated January 29, 1975 and recorded March 25, 1975 in Official Records Book 4272, Page 1055, of the public records of Pinellas County, Florida.

AND

Block "N", of the plat of DON CE-SAR PLACE, according to the plat thereof recorded in Plat Book 13, Page 15 through 20, inclusive, of the public records of Pinellas County, Florida

(the "Property"),

together with all of Thomas J. Rowe Corporation's right, title, and interest in the Property,

TOGETHER WITH all the tenements, hereditaments, and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder, and easement thereto belonging or in anywise appertaining,

SUBJECT TO all restrictions, easements, dedications, and reservations set forth in Plat Book 13, Pages 15 through 20, inclusive, of the public records of Pinellas County, Florida, including but not limited to the Property's dedication to the use of the property owners in the Don Ce-Sar Place subdivision for beach and bathing purposes.

TO HAVE AND TO HOLD the above-described land, with all improvements thereon, unto Grantee in fee simple forever.

The Property is not the homestead of the Grantor.

IN WITNESS WHEREOF, Grantor has caused this Trustee's Deed to be executed as of the date and year first stated above.

Witnesses:

Name: _____

Name: _____

F. Dennis Alvarez, as Trustee of Thomas J. Rowe Corporation, an inactive and dissolved Florida corporation, pursuant to that certain Final Default Judgment entered by the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida, on _____, 202_, in the case styled *Don Ce-Sar Property Owners Corporation, Petitioner, vs. Thomas J. Rowe Corporation, a dissolved Florida corporation, and All Unknown Persons Claiming By, Through and/or Under It, Respondents, and the City of St. Pete Beach, Intervenor*, Case No. 20-005345-CI

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was executed and acknowledged before me by means of
 physical presence or online notarization, this ____ day of _____, 202_, by **F. Dennis Alvarez, as Trustee of Thomas J. Rowe Corporation**, an inactive and dissolved Florida corporation, pursuant to that certain Final Default Judgment entered by the Circuit Court for the Sixth Judicial Circuit in and for Pinellas County, Florida, on _____, 202_, in the case styled *Don Ce-Sar Property Owners Corporation, Petitioner, vs. Thomas J. Rowe Corporation, a dissolved Florida corporation, and All Unknown Persons Claiming By, Through and/or Under It, Respondents, and the City of St. Pete Beach, Intervenor*, Case No. 20-005345-CI, on behalf of the corporation, who:
 is personally known to me; or
 produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

My Commission Expires: