

**IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT  
IN AND FOR BAY COUNTY, FLORIDA**

**JOYCE WILSON,**

**Plaintiff,**

**CASE NO.:** 22000325CA

**vs.**

**THE CITY OF PARKER, a Florida  
municipality,**

**Defendant.**

---

**COMPLAINT**

**COMES NOW** Plaintiff, Joyce Wilson, through the undersigned counsel, and sues Defendant, the City of Parker (“the City”), alleging as follows:

**Jurisdiction and Parties**

1. This is an action brought pursuant to Chapter 86, Florida Statutes, to declare, define and limit the unauthorized use of certain real property within the subdivision of Point Donalson in Parker, Florida, more fully described as follows:

That certain parcel of land more particularly identified as “Park” as reflected on the Plat entitled Third Amendment to Plat of Point Donalson, according to the map or plat thereof as recorded in Plat Book 8, Page 66, Public Records of Bay County, Florida.

(“the Property”).

2. The Circuit Court of Bay County, Florida, has jurisdiction over the Parties, Property and issues raised in this complaint.

3. Plaintiff, Joyce Wilson, owns real property within Point Donalson at 1531 Logan Court and has standing by virtue of the Third Amended Plat for Point Donalson and a certain Clarifying Dedication, both recorded in the Public Records of Bay County,

Florida, by the original developers of Point Donalson, which vests the owners of lots within Point Donalson with certain private easement rights in the Property.

4. Defendant, the City, is a Florida municipality representing the interests of the public of Parker, Florida.

5. All conditions precedent to this action have been performed or waived.

### **Factual Allegations**

6. On June 30, 1955, the original developers of Point Donalson recorded a Third Amended Plat at Plat Book 8, Page 66, of the Public Records of Bay County, Florida (“the Plat”). See Exhibit “A”. In this plat, a waterfront parcel is designated as a “Park”.

7. The Plat has remained unchanged in the public records since 1955 and has never been further amended or withdrawn.

8. On February 12, 1976, the original developers of Point Donalson recorded a Clarifying Dedication (“the Clarification”) at Book 555, Page 512, of the Public Records of Bay County, Florida, confirming that the developers’ intent under the Plat was to create a private park for the benefit of the lot owners and inhabitants within the subdivision for certain uses. See Exhibit “B”.

9. Despite the Park dedication in the Plat and the Clarification recorded by the developers, the City erected a public boat ramp and parking lot on the Property, erected a large, fenced lift station on the Property, and has otherwise unreasonably and unlawfully intruded upon the private rights of Plaintiff to use the Property as a Park. This intrusion is ongoing and public use of the Park exceeds the intentions of the developers, the Park dedication in the Plat, the Clarification, and other reasonable use of the parcel for park purposes.

**COUNT I: DECLARATORY ACTION**  
**Park Dedication**

10. Plaintiff realleges and incorporates the allegations in paragraphs 1 through 9 as though fully set forth herein.

11. The Plat dedicates the Property as a “Park” and the Clarification confirms that the developers intended the park to be private for the benefit of the subdivision owners and inhabitants for certain uses.

12. The City and the public at large are bound by the developers’ intent as evidenced by the Plat and the Clarification.

13. The City and the public at large continue to use the Property as a public parking lot, boat ramp and lift station to the exclusion of the subdivision owners and in violation of the developers’ dedication and intent.

14. This Court has jurisdiction to declare rights and other equitable and legal relations between parties and property.

15. There is a *bona fide*, actual, present, and practical need for a declaration as the improper use of the Park continues and causes conflict between Plaintiff and the public.

16. Plaintiff is in doubt as to the existence or non-existence of certain rights, status, immunities, powers or privileges in relation to the Plat and the Clarification.

17. Plaintiff suffers imminent harm by the continued actions of the City and use by the public at large and has an inadequate remedy at law to otherwise interpret and enforce the Plat and the Clarification.

18. Plaintiff seeks a declaration from the Court that the developers' intent as evidenced by the Plat and the Clarification are binding on the City and the public at large, and requests injunctive relief preventing public use of the Property.

**WHEREFORE**, Plaintiff demands judgment against Defendant declaring that the Third Amended Plat and Clarification establish a private Park on the Property; temporary and permanent injunctive relief prohibiting public use of the Property; an award of costs; and any further relief as the Court deems just.

**COUNT II: DECLARATORY ACTION**  
**Unreasonable Use**

19. Plaintiff pleads this claim in the alternative and realleges and incorporates the allegations in paragraphs 1 through 9 as though fully set forth herein.

20. The Property must be used as a "Park" as dedicated by the Plat and in accordance with the Clarification.

21. Even if the City and public at large are entitled to use the Park, such uses must be consistent with the Plat, the Clarification, and the private easement rights of the subdivision owners and inhabitants.

22. The current use of the Park by the City as a lift station with a border fence is exclusionary and prohibits use of this portion of the Park by anyone except the City.

23. The current use of the Park by the City and public at large as a parking lot for the boat ramp is exclusionary and prohibits use of the Property for "Park" purposes. The gravel parking lot fills quickly leaving no room for any sunbathing, picnicking, playground equipment, or other common Park functions or facilities.

24. The uses described herein are inconsistent with the Plat and the Clarification and constitute an unreasonable intrusion upon the private easement rights of Plaintiff as a subdivision owner to use the Property as intended.

25. This Court has jurisdiction to declare rights and other equitable and legal relations between parties and property.

26. There is a *bona fide*, actual, present, and practical need for a declaration as the improper use of the Park continues and causes conflict between Plaintiff and the public.

27. Plaintiff is in doubt as to the existence or non-existence of certain rights, status, immunities, powers or privileges in relation to the Plat and the Clarification.

28. Plaintiff suffers imminent harm by the continued actions of the City and use by the public at large and has an inadequate remedy at law to otherwise interpret and enforce the Plat and Clarification.

29. Plaintiff seeks a declaration from the Court that the developers' intent as evidenced by the Plat and the Clarification are binding on the City and the public at large and the current use of the Property by the City and public conflicts with the "Park" dedication as intended by the developers and the private easement rights of Plaintiff as subdivision owner.

30. Plaintiff also seeks injunctive relief preventing continued public use of the Property in a manner that conflicts with the "Park" dedication or otherwise intrudes upon the private easement rights of Plaintiff.

**WHEREFORE**, Plaintiff demands judgment against Defendant declaring that the current use of the Property by the City and public at large conflicts with the "Park"

dedication in the Third Amended Plat and Clarification; temporary and permanent injunctive relief returning the park to its natural state and prohibiting any use inconsistent with the "Park" dedication or otherwise unreasonably interfering with Plaintiff's private easement rights as a subdivision owner; an award of costs; and any further relief as the Court deems just.

**HAND ARENDALL HARRISON SALE LLC**



---

**Julia K. Maddalena, Esq.**  
Florida Bar No.: 111932  
304 Magnolia Avenue  
Panama City, Florida 32405  
Telephone: (850) 769-3434  
Primary: [jmaddalena@handfirm.com](mailto:jmaddalena@handfirm.com)  
Secondary: [viseminger@handfirm.com](mailto:viseminger@handfirm.com)  
ATTORNEYS FOR PLAINTIFF



FILED

APR 12 1957  
CLERK OF CIRCUIT COURT  
JACKSONVILLE, FLA.

CLARIFYING DEDICATION

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Anne D. Bleckley, Lorna D. Pearce, William G. Donalson by his attorney-in-fact, and Stella W. Donalson, the lawful owners of the rights reserved in the dedication of the Plat of the Third Amendment to Point Donalson according to plat on file in the office of the Clerk of the Circuit Court of Bay County, Florida, in Plat Book 66, Page 474 (the said Anne D. Bleckley, Lorna D. Pearce, William G. Donalson, together with James A. Donalson, being the owners of the lands at the time of dedication of said plat of Third Amendment to Point Donalson in 1955, joined then by their respective spouses, the said James A. Donalson having died without issue leaving only his undersigned widow, Stella W. Donalson) in order to resolve ambiguities created by the inclusion of the single word "park" at the North end of Estelle Cove; and in addition to the resolution of ambiguity of purpose of the park, also pursuant to rights and authority reserved in the dedication appearing on said plat (whereon only public rights in streets and other thoroughfares were dedicated) do hereby restrict the use of said park to use for relaxing, picnicking, swimming and enjoyment of nature of the property owners and inhabitants within the subdivision known as Point Donalson, specifically restricting said property against any vehicular traffic, the launching of boats, or the use and possession upon same of any motor boat, vehicle, or motorized apparatus whatsoever, stating their intention would be that the area remain in as natural condition as possible with appropriate landscaping, shrubbery and grass.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals, this 4 day of February, 1976.

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]  
(As to Anne-D. Bleckley)

Anne D. Bleckley (SEAL)  
Anne D. Bleckley, individually and as Attorney-in-Fact for William G. Donalson

[Signature]  
[Signature]  
(As to Lorna D. Pearce)

[Signature] (SEAL)  
Lorna D. Pearce

[Signature]  
[Signature]  
(As to Stella W. Donalson)

[Signature] (SEAL)  
Stella W. Donalson

STATE OF GEORGIA,  
COUNTY OF FULTON.

Before the subscriber, a Notary Public, personally appeared Anne D. Bleckley, individually and as attorney-in-fact for William G. Donalson, to me well known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed said instrument freely and voluntarily, individually and as such attorney-in-fact pursuant to the authority vested in her, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of February, 1976.

[Signature]  
Notary Public  
My Commission Expires:  
Notary Public for the State of Georgia  
My Commission Expires August 1, 1978

STATE OF GEORGIA,  
COUNTY OF FULTON.

Before the subscriber, a Notary Public, personally appeared Lorna D. Pearce, to me well known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed said instrument freely and voluntarily, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of February, 1976.

Stella W. Donalson  
Notary Public

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 8, 1978

STATE OF FLORIDA,  
COUNTY OF LEON.

Before the subscriber, a Notary Public, personally appeared Stella W. Donalson, to me well known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed said instrument freely and voluntarily, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4th day of February, 1976.

Stella W. Donalson  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 2, 1978  
Issued by American Fire & Security Co.

10-478  
RAY COUNTY, FLORIDA FEB 12 1976  
Filed for Record  
Book and duly recorded. Book and  
page numbers above. Bruce Collins, Clerk,  
County Court.  
Bruce Collins