

### FUNDING AGREEMENT

This Agreement, made this 31<sup>st</sup> day of January, 2017, between Pinellas County, a political subdivision of the State of Florida (hereinafter "County"), and City of Dunedin, a Florida municipal corporation (hereinafter "Funds Recipient").

#### Recitals

WHEREAS, Pinellas County received funds through a settlement ("Settlement") with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, County has identified and approved projects intended to benefit the public or serves a public benefit that the Board of County Commissioners intends to be enhanced with the funding from the Settlement; and

WHEREAS, on December 13, 2016, the Board of County Commissioners approved a resolution delegating to the County Administrator the authority to enter into agreements with entities necessary to effectuate the approved projects within the amounts approved by the Board of County Commissioners for each project; and

WHEREAS, Funds Recipient is the entity necessary to effectuate the Hammock Park project approved by the Board of County Commissioners; and

NOW THEREFORE, the Funds Recipient agrees, in exchange for the funds to be provided by the County, and as further described herein to preserve for public access and enjoyment of the two (2) parcels (23-28-15-00000-330-0300 and 23-28-15-00000-330-0400) described in Special Warranty Deed attached to this Agreement as Exhibit A (hereinafter "Hammock Park Property") in accordance with the terms as described below.

1. Upon receipt of request after execution of this Agreement, County agrees to provide \$250,000.00 to Funds Recipient to support repayment of the debt incurred by Funds Recipient as a result of purchasing Hammock Park Property in September, 2016.
2. Funds Recipient shall use these funds solely to support repayment of said debt and shall provide documentation supporting said use, and Funds Recipient's compliance with all other terms of this Agreement, no later than September 30, 2017. Funds Recipient shall be obligated to return any funds not documented, to the satisfaction of the County in the sole discretion of County, as having been used for this purpose.
3. Funds Recipient agrees to preserve the Hammock Park Property in perpetuity for public access and enjoyment (hereinafter "Project") and shall record a deed restriction on parcel 23-28-15-00000-330-0400 reflecting the requirements of this paragraph. Approval of the Board of County Commissioners in a public hearing is required if the Funds Recipient desires to sell the Hammock Park Property or any portion thereof or if Funds Recipient desires to restrict public access and enjoyment for any reason other than environmental preservation and/or public safety purposes. Restricting public access shall include assessing fees or charges for access and enjoyment of the property.

4. Funds Recipient is an independent party and is not an agent of the County.
5. Indemnification. To the greatest extent of applicable law, Funds Recipient agrees to indemnify and defend County, its officers, and employees, against all claims of any nature whatsoever arising out of the Project.
6. Funds Recipient shall, in all aspects of the Project, ensure that Funds Recipient, its employees, agents or contractors shall be compliance with all applicable laws.
7. County shall not be responsible for repayment of any debt associated with the purchase of Hammock Park Property.
8. County shall not be responsible for maintenance, operation, and/or any other obligation related to the ongoing preservation and provision of public access and enjoyment for the Hammock Park Property.

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IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year first above written.

WITNESSES:

CITY OF DUNEDIN

Andrew Nazaro

Print Name: Andrew Nazaro

Donna Smith

Print Name: Donna Smith

By: Julie Ward Bujalski  
Print Name: Julie Ward Bujalski  
Title: Mayor

APPROVED AS TO FORM

By: [Signature]  
City Attorney

By: [Signature]  
Print Name: DENISE M. KIRKPATRICK  
Title: City Clerk

WITNESSES:

PINELLAS COUNTY

Della Kling

Print Name: Della Kling

Jo Lugo

Print Name: Jo Lugo

By: Mark S. Woodard  
Mark S. Woodard, County Administrator

APPROVED AS TO FORM

BY: [Signature]  
Office of the County Attorney

ATTACHMENT

Exhibit A – Special Warranty Deed Inst #2016282813 for parcels 23-28-15-00000-330-0300 and 23-28-15-00000-330-0400 recorded September 14, 2016 in Official Records Book 19341, Page 1548-1550

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 201622813 09/14/2016 at 04:21 PM  
OFF REC BX: 19341 PG: 1848-1680  
DocType: DEED RECORDING: \$27.00  
D DOC STAMP: \$9300.00

Prepared by and return to:  
David E. Platte, Esq.  
Attorney at Law  
TRASK DARGNEAULT, L.L.P.  
1001 S. Ft. Harrison Ave. Suite 201  
Clearwater, FL 33756  
727-733-0494  
File Number: 16-1226  
Will Call No.:

[Space Above This Line For Recording Data]

## Special Warranty Deed

This Special Warranty Deed made this 9th day of September, 2016 between Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a corporation sole whose post office address is P.O. Box 40206, Saint Petersburg, FL 33743, grantor, and City of Dunedin, a Florida municipal corporation whose post office address is 542 Main Street, Dunedin, FL 34698, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Pinellas County, Florida, to-wit:

PARCEL "A"

DESCRIPTION:

A parcel of land lying in Section 22 and 23, Township 28 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 23, run thence along the West boundary of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 23, N  $00^{\circ}34'52''$ W, a distance of 1086.36 feet to the Point of Beginning; thence N  $83^{\circ}58'45''$ W, a distance of 93.50 feet; thence N  $62^{\circ}48'33''$ E, a distance of 205.01 feet; thence N  $66^{\circ}14'10''$ W, a distance of 76.82 feet to the North boundary of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of aforesaid Section 22; thence along said North boundary of said Southeast  $\frac{1}{4}$  of Section 22, S  $89^{\circ}38'28''$ E, a distance of 153.26 feet to the Northwest corner of aforesaid Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23; thence along the North boundary of said Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23, S  $89^{\circ}24'11''$ E, a distance of 658.56 feet to the Northwest corner of City of Dunedin Parcel, recorded in Official Records Book 17061, Page 1551, of the Public Records of Pinellas County, Florida; thence along the West boundary of said City of Dunedin Parcel, S  $00^{\circ}00'00''$ E, a distance of 664.27 feet to the North boundary of CARDINAL MANOR, according to the plat thereof, recorded in Plat Book 51, Page 61, of the Public Records of Pinellas County, Florida; thence along said North boundary of the plat of CARDINAL MANOR, N  $89^{\circ}14'23''$ W, a distance of 387.57 feet to the Northwest corner thereof; thence N  $03^{\circ}36'01''$ E, a distance of 116.41 feet; thence N  $00^{\circ}00'00''$ E, a distance of 218.60 feet; thence N  $90^{\circ}00'00''$ W, a distance of 119.59 feet; thence N  $62^{\circ}26'32''$ W, a distance 114.09 feet; thence N  $48^{\circ}39'10''$ W, a distance of 63.39 feet; thence N  $83^{\circ}58'45''$ W, a distance of 8.77 feet to the Point of Beginning.

DoubleTime

purchase price \$1,340,000.00

**PARCEL "B"**

**DESCRIPTION:**

A parcel of land lying in Section 23, Township 28 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 23, run thence along the West boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 23, N 00°34'52"W., a distance of 1322.76 feet to the Northwest corner of said Southwest 1/4 of the Southwest 1/4 of Section 23; thence along the North boundary of said Southwest 1/4 of the Southwest 1/4 of Section 23, the following two (2) courses: 1) S 89°24'11"E., a distance of 673.82 feet to the Northeast corner of City of Dunedin Parcel, recorded in Official Records Book 17861, Page 1551, of the Public Records of Pinellas County, Florida, also being the Point of Beginning; 2) continue S 89°24'11"E., a distance of 38.01 feet to the Northwest corner of PINEHURST HIGHLANDS according to the plat thereof, recorded in Plat Book 67, Page 12, of the Public Records of Pinellas County, Florida; thence along the West boundary of said plat of PINEHURST HIGHLANDS, S 00°34'36"E., a distance of 664.51 feet to the North boundary of CARDINAL MANOR FIRST ADDITION, according to the plat thereof, recorded in Plat Book 56, Page 28, of the Public Records of Pinellas County, Florida; thence along said North boundary of said plat of CARDINAL MANOR FIRST ADDITION, N 89°14'21"W., a distance of 38.01 feet to the Southeast corner of aforesaid City of Dunedin Parcel; thence along the East boundary of said City of Dunedin Parcel, N 00°34'36"W., a distance of 664.42 feet to the Point of Beginning.

USE RESTRICTION: The Property shall be used solely for parkland in perpetuity (the "Use Restrictions"). Grantee, for itself, and its successors and assigns, may not use the Property for any other purposes. The Use Restrictions shall run with the land and survive subsequent transfers.

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 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 claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: PETER J. VASTI

  
Witness Name: JOSEPH A. LIVRO

Robert N. Lynch, as Bishop of the Diocese of St. Petersburg,  
a Corporation Sole

By:   
Frank V. Murphy, Secretary of Administration of the  
Diocese of St. Petersburg, his attorney-in-fact

State of Florida  
County of Pinellas

The foregoing instrument was acknowledged before me this 9th day of September, 2016 by Frank V. Murphy, Secretary of Administration of the Diocese of St. Petersburg, a Corporation sole, as attorney-in-fact for Robert N. Lynch, as Bishop of the Diocese of St. Petersburg, a Corporation Sole, on behalf of the corporation. He  is personally known to me or  has produced a driver's license as identification.

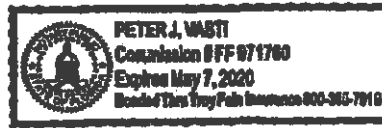
[Notary Seal]

  
Notary Public

PETER J. VASTI

Printed Name: \_\_\_\_\_

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



**OWNER'S POLICY OF TITLE INSURANCE**  
**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:



1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionIf a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

*(Covered Risks continued)*

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612)371-1111



By  President  
Attest  Secretary

**SERIAL**  
**OF6-8407514**

**(Covered Risks continued)**

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**CONDITIONS**

**1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,



- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
  - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
  - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
  - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
  - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
  - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
  - (j) "Title": The estate or interest described in Schedule A.
  - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks,

tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) **The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of**

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) **If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,**

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) **In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.**

#### **9. LIMITATION OF LIABILITY**

(a) **If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.**

(b) **In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.**

(c) **The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.**

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) **Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.**

- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in these instruments that address subrogation rights.

**14. ARBITRATION**

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**


In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.  
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.



**OWNERS  
TITLE INSURANCE  
POLICY**

**Old Republic National  
Title Insurance Company**

**For information about coverage or assistance in resolving complaints, call (612) 371-1111.**

Offices at  
400 Second Avenue South  
Minneapolis, Minnesota 55401

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
OWNER'S POLICY**

**Schedule A**

**Policy No.:** OF6-8407514  
**Date of Policy:** September 14, 2016 4:21PM

**Fund File Number:** 353444-2  
**Agent's File Reference:** 16-1226

**Amount of Insurance:** \$1,340,000.00

**Premium:**

**Address Reference:** FL

**1. Name of Insured:**

City of Dunedin, a Florida municipal corporation

**2. The estate or interest in the Land that is insured by this policy is FEE SIMPLE as shown by instrument recorded in O.R. Book 19341, Page 1548, Public Records of Pinellas County, Florida.**

**3. Title is vested in:**

City of Dunedin, a Florida municipal corporation

**4. The land referred to in this Policy is described as follows:**

See Exhibit A

**Old Republic National Title Insurance Company**  
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

**AGENT NO.:** 526301  
**ISSUED BY:** Trask Daigneault L.L.P.

**MAILING ADDRESS:**  
1001 S Fort Harrison Avenue Suite 201  
Clearwater, FL 33756

**AGENT'S SIGNATURE**

  
Trask Daigneault L.L.P.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
OWNER'S POLICY**

**Schedule B**

Policy No.: OF6-8407514

Fund File Number: 353444-2  
Agent's File Reference: 16-1226

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2016 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

**Note: Item(s) 2 - 5 (are) hereby deleted.**

7. All matters contained on the Plat of ROY L. GUY SUBDIVISION, as recorded in Plat Book 38, Page 42, Public Records of Pinellas County, Florida.
8. Easements in favor of Florida Power Corporation recorded in O.R. Book 2948, Page 409 and O.R. Book 4542, Page 2129, Public Records of Pinellas County, Florida.
9. Reservation of Easement for water, sewer, telephone, power lines and poles, and conduits for any other public utility to benefit the subject property contained in deed recorded in O.R. Book 8615, Page 1073, Public Records of Pinellas County, Florida.
10. Blanket Drainage/Utility Easement recorded in O.R. Book 7446, Page 321, Public Records of Pinellas County, Florida.
11. Terms and conditions contained in deed to City of Dunedin recorded in O.R. Book 6384, Page 360, Public Records of Pinellas County, Florida.
12. Easements in favor of the City of Dunedin recorded in O.R. Book 921, Page 704, Public Records of Pinellas County, Florida.
13. Rights of the lessees under unrecorded leases.
14. Survey matters: Lack of ingress and egress for the reason that the property does not abut, and there is no private easement to, a dedicated road, street or highway.
15. Restrictions as set forth in that certain instrument recorded in O.R. Book 19341, Page 1548, Public Records of Pinellas County, Florida.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
**OWNER'S POLICY**  
**Exhibit A**

**Policy No.:** OF6-8407514

**Fund File Number:** 353444-2  
**Agent's File Reference:** 16-1226

**PARCEL "A"**

**DESCRIPTION:** A parcel of land lying in Section 22 and 23, Township 28 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 23, run thence along the West boundary of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 23, N 00°34'52"W., a distance of 1086.36 feet to the Point of Beginning; thence N 88°58'45"W., a distance of 95.50 feet; thence N 02°46'55"E., a distance of 205.01 feet; thence N 66°14'10"W., a distance of 76.62 feet to the North boundary of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of aforesaid Section 22; thence along said North boundary of said Southeast  $\frac{1}{4}$  of Section 22, S 89°38'28"E., a distance of 153.26 feet to the Northwest corner of aforesaid Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23; thence along the North boundary of said Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23, S 89°24'11"E., a distance of 658.56 feet to the Northwest corner of City of Dunedin Parcel, recorded in Official Records Book 17061, Page 1551, of the Public Records of Pinellas County, Florida; thence along the West boundary of said City of Dunedin Parcel, S 00°06'08"E., a distance of 664.27 feet to the North boundary of CARDINAL MANOR, according to the plat thereof, recorded in Plat Book 51, Page 62, of the Public Records of Pinellas County, Florida; thence along said North boundary of the plat of CARDINAL MANOR, N 89°14'21"W., a distance of 387.57 feet to the Northwest corner thereof; thence N 03°36'01"E., a distance of 116.41 feet; thence N 00°00'00"E. a distance of 218.60 feet; thence N 90°00'00"W., a distance of 119.59 feet; thence N 62°26'32"W., a distance 114.09 feet; thence N 48°39'10"W., a distance of 63.39 feet; thence N 88°58'45"W., a distance of 8.77 feet to the Point of Beginning.

**PARCEL "B"**

**DESCRIPTION:** A parcel of land lying in Section 23, Township 28 South, Range 15 East, Pinellas County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 23, run thence along the West boundary of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 23, N 00°34'52"W., a distance of 1322.76 feet to the Northwest corner of said Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23; thence along the North boundary of said Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 23, the following two (2) courses: 1) S 89°24'11"E., a distance of 673.82 feet to the Northeast corner of City of Dunedin Parcel, recorded in Official Records Book 17061, Page 1551, of the Public Records of Pinellas County, Florida, also being the Point of Beginning; 2) continue S 89°24'11"E., a distance of 30.01 feet to the Northwest corner of PINEHURST HIGHLANDS according to the plat thereof, recorded in Plat Book 67, Page 12, of the Public Records of Pinellas County, Florida; thence along the West boundary of said plat of PINEHURST HIGHLANDS, S 00°34'36"E., a distance of 664.51 feet to the North boundary of CARDINAL MANOR FIRST ADDITION, according to the plat thereof, recorded in Plat Book 56, Page 20, of the Public Records of Pinellas County, Florida; thence along said North boundary of said plat of CARDINAL MANOR FIRST ADDITION, N 89°14'21"W., a distance of 30.01 feet to the Southeast corner of aforesaid City of Dunedin Parcel; thence along the East boundary of said City of Dunedin Parcel, N 00°34'36"W., a distance of 664.42 feet to the Point of Beginning.