

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into by and between **Highland Memorial Gardens, Inc.**, a Florida corporation (**As to Parcel 1**) and **Ann E. Whitley**, an individual (**As to Parcel 2**) (hereinafter, collectively referred to as "Seller") and the **City of Dunedin**, a municipal corporation of the State of Florida (the "City")("Purchaser").

WITNESSETH:

In consideration of the Earnest Money (as hereinafter defined), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by Purchaser and Seller, it is agreed as follows:

1. Agreement to Sell and Purchase; Earnest Money.

- (a) Seller agrees to sell and Purchaser agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, those certain parcels of real property located in Pinellas County, Florida, and as more particularly described on Exhibit "A" to this Agreement, along with all (i) improvements located thereon (including, without limitation, any structures, all HVAC units and systems, pumps, plumbing fixtures, window and door treatments (excluding stained glass), built-in cabinets and bookcases), and (ii) permits and development rights (including, without limitation, any density allocations), and (iii) any and all easements and other appurtenances benefiting the same (collectively, the "Property").
- (b) No later than five (5) business days after the delivery by Purchaser to Seller of an executed counterpart of this Agreement upon consideration and approval by its City Commission (the "Effective Date")¹, Purchaser shall deliver the sum of One Million and No/100 Dollars (\$1,000,000.00) in cash or its equivalent (the "Earnest Money") to Macfarlane Ferguson & McMullen, P.A. (the "Escrow Agent"). The entire Earnest Money shall be held in escrow to be applied toward the Purchase Price or otherwise held or delivered in accordance with the terms hereof. The entire Earnest Money shall be non-refundable after the final day of the Inspection Period as defined in Section 5 of this Agreement, unless there is either: (i) a failed Condition to Closing which is not the fault or responsibility of Purchaser or (ii) a Seller default under this Agreement.

2. Purchase Price, Method of Payment and Prorations.

- (a) The total purchase price for the Property (the "Purchase Price") is and shall be the sum of Ten Million and No/100 Dollars (\$10,000,000.00). The entire Purchase Price for the

¹ Expiration of Seller Signature: In the event the City Commission has not considered and approved this Agreement by March 1, 2021, Seller's signature to this Agreement shall be deemed expired unless this deadline is waived or extended by Seller.

Property, as adjusted by all credits and prorations permitted or required by Paragraph (b) of this Section, or elsewhere in this Agreement, will be paid at Closing.

- (b) Except as otherwise indicated below, all credits to Purchaser from the prorations described below shall be prorated as of the date of Closing and shall reduce the amount of cash and all credits to Seller described below shall increase the amount of cash payable at Closing. The following items will be prorated as follows:
- (i) Taxes. Seller acknowledges that Purchaser is exempt from real property taxation. At Closing, real estate taxes and assessments for the Property for the year within which the Closing occurs, if any, shall be prorated and paid in accordance with the procedures established by §196.295 Florida Statutes. Seller shall remain responsible and liable for all taxes regardless of when accrued and payable based on Seller's duration of ownership.
 - (ii) Receipts. If Purchaser is entitled to any rents or other receipts from tenants of the Property (or any part thereof) which have been paid to Seller and are allocable to the period after Closing, then such receipts shall be prorated and credited to Purchaser at Closing.
 - (iii) Utilities. Seller shall pay directly to the utility provider all amounts due for all utilities serving the Property prior to Closing, and shall be entitled to receive the refund of any deposits from said utility providers, if any, including, without limitation, power, gas, water, sewer, telephone, cable and sanitary assessments. Seller and Purchaser shall make arrangements with the utility providers to have all accounts read or billed through to the Closing Date, Purchaser shall establish such accounts as it deems appropriate with said utility providers for post-closing services. Nothing contained herein shall be construed as an amendment to any obligations under a separate agreement Seller may have regarding payment of utility charges until Closing, including but not limited to any agreements with current occupants of the Property.
 - (iv) General. Charges for those services and supply contracts, if any, which Purchaser expressly agrees in writing to assume at Closing, shall be prorated as of the Closing Date. Seller shall bear all costs and expenses in connection with the Property arising during or relating to the period prior to the Closing Date, and Purchaser shall bear all costs and expenses thereafter. Accordingly, to the extent Purchaser assumes in writing any service contract or other item of expense, the same shall be prorated at the Closing as of the Closing Date. Seller shall cause any and all service contracts not expressly assumed by Purchaser to be terminated prior to Closing.

3. Conditions to Closing. The obligation of Seller and Purchaser to consummate the Closing is subject to the satisfaction, as of the Closing Date of each of the following "Conditions to Closing" unless otherwise waived in whole or in part by the Parties at or prior to Closing:

- (a) All of the warranties and representations of Seller and Purchaser contained in this Agreement shall be true and correct;
- (b) Seller and Purchaser shall have each performed their respective obligations and/or cured any notice of default under this Agreement;
- (c) Seller and Purchaser shall have executed a dedication agreement, for recording at Closing, naming the Property in honor of Gladys E. Douglas. The dedication agreement will provide for naming in perpetuity in substantially the form attached as Exhibit "C" and the provisions thereof will run with the land;
- (d) This Agreement and the transactions contemplated herein shall be approved by Purchaser's governing body and Pinellas County shall have transferred its contribution toward the Purchase Price to Purchaser pursuant to the agreement between Purchaser and the County;
- (e) The Closing Agent shall be committed to issue to Purchaser the title insurance policy required by this Agreement; and
- (f) Seller shall be prepared to deliver occupancy and possession of the Property to Purchaser free of tenants, occupants and future tenancies under oral or written leases, or under any other possessory claim, except for those addressed in that certain Settlement Agreement dated January 28, 2021 (the "Settlement Agreement"), by and between Seller and current occupants of a portion of the Property. During the Inspection Period, Purchaser may seek to negotiate a commercially reasonable form of lease, license, or other use agreement with the parties to the Settlement Agreement to be entered into at Closing, provided such agreement is acceptable to Purchaser and the State of Florida's Florida Communities Trust. However, if Purchaser and the parties to the Settlement Agreement are unable to agree upon the final form of such agreement at least one (1) business day prior to a date thirty (30) days prior to Closing, then Seller shall deliver the Property free of any occupancy or possession.

If any of the contingencies listed in this Section have not been satisfied or waived by the Parties, then either party may terminate this Agreement by providing written notice thereof to the other party, so long as such failure was not the fault or responsibility of the party giving such notice and this Agreement shall be of no force and effect and the Earnest Money shall be returned to the Purchaser within ten (10) business days of the termination, unless such failure was the fault or responsibility of the Purchaser.

4. Title.

- (a) Seller shall convey to Purchaser at Closing marketable fee simple title to the Property, subject only to (i) ad valorem taxes for the year of Closing not yet due and payable; (ii) easements, covenants and other matters of record which Purchaser agrees in writing to accept (the "Permitted Title Exceptions"). The conveyance shall be made by general warranty deed properly executed in recordable form by Seller. Title to personal property (if any) shall be conveyed by bill of sale at Closing.

No later than five (5) days after the Effective Date, Purchaser shall order a commitment for the issuance of an owner's title insurance policy (the "Commitment") from Macfarlane Ferguson & McMullen, P.A. (the "Closing Agent"). During the Inspection Period, Purchaser shall review the Commitment and provide any objections to Seller in accordance with this Paragraph (a) of this Section. Purchaser may also elect to order an updated survey of the Property (the "Survey"). If the Purchaser elects to obtain the Survey, the Purchaser must order the Survey within five (5) business days after the Effective Date or the date on which Seller provides the existing survey (if any), whichever is later. Purchaser shall have ten (10) days from the latter of either (i) receipt of the Commitment, or (ii) the receipt of the Survey, if the Purchaser elects to obtain one, to notify Seller in writing of any objections to matters listed in the Commitment or Survey as applicable. Seller shall then have ten (10) days in which to elect to cure or remove such objectionable exceptions (the "Exceptions") by giving Purchaser written notice of such intention prior to the end of said 10-day period. If Seller fails to timely respond, then Seller shall be deemed to have refused to cure or remove the Exceptions. If Seller agrees to cure or remove any Exceptions, then Seller shall have a reasonable time, not to exceed twenty (20) days, to do so. If any new Exceptions or matters are revealed by the Updated Commitment (other than matters caused or consented to by Purchaser), then Purchaser shall have the right to object to such Exceptions by giving Seller written notice thereof. Seller shall then have five (5) days in which to elect to cure or remove such Exceptions. Purchaser may elect to obtain an update to the Commitment (the "Updated Commitment") within the ten (10) day period before Closing.

If Seller refuses or is unable to cure or remove any Exceptions within the permitted time periods, then Purchaser may elect, in its sole discretion, either to (i) terminate this Agreement and obtain the return of all Earnest Money; or (ii) proceed to close and accept title to the Property subject to the Exception(s). If Seller agrees to cure any Exceptions, then the Closing Date shall be extended on a day-for-day basis, if necessary, to allow the parties the time periods provided for in this Subsection to permit Seller to cure any Exceptions timely objected to by Purchaser.

Notwithstanding the foregoing, Purchaser need not object to any mortgage, lien or other Exception that may be discharged by the payment of money (collectively, "Monetary Liens"). Seller shall cause all Monetary Liens to be paid or discharged at or before

Closing, or to cause the same to be released so that the Property is conveyed to Purchaser free and clear of all Monetary Liens.

- (b) Marketable fee simple title as used herein means such fee simple title as is insurable by First American Title Insurance Company, or such other title insurer that Purchaser may select, to insure title to the Property under its standard ALTA owner's title insurance policy currently in use at standard rates, subject only to standard exceptions and the Permitted Title Exceptions.

5. Inspections.

- (a) Within five (5) business days of the Effective Date, Seller will provide to Purchaser for inspection copies of the Due Diligence Information listed on Exhibit "B" to this Agreement. For a period of forty-five (45) days from and after the Effective Date of this Agreement (the "Inspection Period") Purchaser or its agents shall have the right at any time during normal business hours to make such inspections, analyses, soil tests, environmental assessments and tests, appraisals, engineering reports, market feasibility studies, surveys, operational audits and other investigations of the Property (the "Inspections"), subject to notification in advance to any occupants of the Property named in the Settlement Agreement while such occupants remain on the Property. For the purposes of this Section 5 only, if the Inspection Period expires on a Monday (including taking into account any automatic extensions provided for in Section 18 of this Agreement) then the Inspection Period shall be automatically extended until the Tuesday immediately following such Monday. Notwithstanding the foregoing, if Purchaser has ordered the Survey in accordance with the timeframe set forth in Section 4 above and the Phase I environmental report within five (5) business days of the Effective Date and if Purchaser requires additional time to obtain any Phase I environmental report or the Survey, then the Inspection Period shall be automatically extended to the date that is five (5) business days after such report or Survey is delivered to Purchaser or a maximum of ninety (90) days from the date of order, whichever is shorter. The Closing Date shall also be extended on a day-for-day basis, if necessary, to allow the Purchaser the time periods provided for in this Subsection to permit Purchaser to obtain any Phase I environmental report or Surveys. The automatic extension of the Inspection Period shall be limited to those issues raised by the Survey and/or Phase I environmental report.

Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all expense of such inspections and any and all claims, actions, causes of action and liabilities for damage to persons or property of any kind incurred by Seller arising solely and directly from the actions of Purchaser in the conduct of said Inspections, but not for any defects or conditions of the Property which may be disclosed as a result of said Inspections that are not caused directly by Purchaser. However, nothing contained herein shall be construed as a waiver of any defense or limitation as to any third-party claims pursuant to the doctrine of sovereign immunity, or section 768.28, Florida Statutes. All Inspections shall be at Purchaser's sole cost and expense.

In the event Purchaser determines in its sole discretion, at any time on or before the end of the Inspection Period, that it does not desire to proceed with the purchase of the Property, Purchaser may elect to terminate this Agreement by giving written notice to Seller on or prior to 5:00 p.m. on the last day of the Inspection Period. If Purchaser elects to terminate this Agreement pursuant to this Section, Purchaser and Seller shall have no further right or obligations under this Agreement and the Escrow Agent shall immediately refund all Earnest Money to Purchaser.

6. Seller's Covenants, Warranties and Representations. As a material inducement to Purchaser for entering into this Agreement, Seller hereby represents and warrants that the following matters are true and correct as of the date hereof:
- (a) Seller is the sole owner of the Property and has full power and authority to consummate the transactions described herein. This Agreement and all instruments executed or to be executed by Seller in connection herewith are and will be binding on Seller.
 - (b) There are no oral or written leases affecting any part of the Property. While not an oral or written lease, Seller has disclosed that the Settlement Agreement provides for certain occupants to remain on the Property up to 30 days before Closing.
 - (c) Seller has received no written notice of any default, failure or breach by Seller under any lease or under any covenants, conditions, restrictions, rights-of-way or easements affecting the Property or any portions thereof, and no such default, failure or breach now exists, nor has any event occurred which, with the giving of notice or passage of time, or both, would constitute such a breach, failure or default.
 - (d) No assessments have been made against the Property which are unpaid or shall not be paid in full at or prior to the Closing (except those ad valorem taxes, if any, for the then current year which are not yet due and payable), whether or not they have become liens; Seller is not aware of any assessments against the Property for public improvements not yet in place.
 - (e) To the best of the knowledge of Seller, there are no eminent domain or condemnation proceedings threatened, filed, pending or contemplated which would affect the Property.
 - (f) To the best of the knowledge of Seller, there have been no Hazardous Materials stored, used or otherwise released on the Property. For purposes hereof, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) and amendments thereto or designated by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302) and such substances, materials and wastes which are or become regulated under any applicable local, state or federal law rule,

ordinance or regulation including, without limitation, any material, waste or substance which is: (i) petroleum and/or petroleum-based substances; (ii) asbestos and/or asbestos containing materials; (iii) polychlorinated biphenyls; (iv) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under any applicable federal, state or local law or regulation; (v) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); or (viii) any mold, mildew, fungi, spores, chemical and/or microbial matter.

- (g) To the best of knowledge of Seller, there are no agreements, including any service agreements of any kind, affecting the Property or the Building which may not be terminated by the giving of thirty (30) days' notice.
- (h) The representations contained in this Section 6 shall be true and correct at the time of Closing.

7. Closing.

- (a) Unless the parties agree otherwise, the closing of the transactions contemplated hereunder will be held at a mutually agreed time on or before the date that is sixty (60) business days from the Effective Date (the "Closing" or "Closing Date") at the offices of the Closing Agent. At the request of any of the parties, the Closing may be conducted by mail. At or before Closing, Seller shall deliver to Purchaser in accordance with the terms and conditions of this Agreement, the following:
 - (i) Possession, use and occupancy of the Property;
 - (ii) General warranty deed conveying fee simple title to the Property, subject only to any Permitted Title Exceptions;
 - (iii) Bill of sale for the personal property (if any);
 - (iv) An owner's affidavit and such other instruments as may be required by the Closing Agent for the issuance of the owner's title insurance policy as provided above; and
 - (v) All other documents reasonably necessary to complete the transaction contemplated by this Agreement or otherwise required by the terms of this Agreement.

- (b) At or before Closing, Purchaser shall deliver to Seller, in accordance with the terms and conditions of this Agreement, the following:
 - (i) The consideration referred to in Section 2 above;
 - (ii) A dedication agreement for recording; and
 - (iii) Any other documents reasonably requested by the Closing Agent to give effect to the transactions contemplated hereunder.
- (c) All documents to be delivered or executed at Closing shall be subject to the reasonable approval of counsel for Seller and Purchaser.

8. Closing Costs. Except as expressly provided herein, the parties shall pay the following costs of Closing:

- (a) Seller's Closing Costs. Seller shall pay for the following: (i) all transfer taxes and fees (including, as the non-exempt party to the transaction pursuant to section 201.01, any documentary stamp or transfer tax fees in connection with the warranty deed); (ii) costs associated with obtaining and recording any satisfactions, releases, corrective instruments, etc., necessary to convey title to the Property as contemplated hereby; (iii) Seller's brokers (if any); (iv) Seller's attorney's fees; and (v) any costs or fees associated with any deferred like-kind exchange pursuant to I.R.C. Section 1031 and the Treasury Regulations promulgated thereunder.
- (b) Purchaser's Closing Costs. Purchaser shall pay for (i) its Inspections; (iii) the Commitment; (iv) the Survey; (v) the owner's and, if applicable, any mortgagee's title insurance policy premium; (vi) cost of recording the warranty deed; (vii) Purchaser's attorneys' fees; and (viii) Purchaser's brokers (if any).

9. Default.

- (a) If Purchaser breaches, defaults or fails to perform its obligations under this Agreement and Seller has not breached, defaulted or failed to perform any material obligations under this Agreement, then, as Seller's sole remedy, the Earnest Money shall be paid to Seller as liquidated damages together with any funds necessary to compensate for damages incurred per Section 5(a). The parties acknowledge that, based on the information now available, it is not possible to estimate with certainty the actual amount of Seller's damages in the event of a default hereunder by Purchaser. However, the amount of the Earnest Money represents a reasonable estimate of such damages under the circumstances and based on the information now available to the parties.
- (b) If Seller breaches, defaults, or fails to perform any of its obligations under this Agreement, then Purchaser may elect to (i) proceed with the Closing and accept the

(Handwritten initials)

Property subject to any fault or defect (except any mortgage or lien which may be removed by the payment of money, which shall be discharged by Seller); or (ii) terminate this Agreement in which case the Earnest Money shall be returned to Purchaser, and Purchaser may pursue any other remedies available under Florida law.

10. Amendment. This Agreement may not be changed orally, but only by an agreement in writing executed by Purchaser and Seller.
11. Waiver. The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations set forth herein and/or any custom or practice of the parties at variance with the terms hereof shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this Agreement.
12. Notice. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when sent, if sent to the other proper party by e-mail, when delivered in fact to the other proper party or when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail or air express mail, such as Federal Express, with return receipt requested, whether accepted or refused, to the contact address set out below or at such other address as is specified by written notice so given in accordance herewith. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative parties hereto as follows:

SELLER:

R. Nathan Hightower, Esq.
2650 McCormick Drive, Suite 300
Clearwater, Florida 33759
Nhightower@amerilife.com

PURCHASER:

City of Dunedin
Attn: Jennifer Bramley, City Manager
542 Main Street
Dunedin, Florida 34698
E-Mail: Jbramley@DunedinFL.net

With a copy to:

Nikki C. Day, B.C.S.
Bryant Miller Olive, P.A.
201 N. Franklin Street, Suite 2700
Tampa, Florida 33602
nday@bmlaw.com

13. Applicable Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida.
14. Rights Cumulative. All rights, power, remedies and privileges conferred hereunder upon the parties shall be cumulative and not restrictive to those given by law or in equity unless otherwise expressly limited.
15. Entire Agreement. This Agreement, together with all exhibit(s) attached hereto, executed in conjunction herewith, constitute the entire agreement of the parties.
16. Assignment. Neither party shall have the right to assign its rights or duties under this Agreement without the other party's written consent, which consent may not be unreasonably withheld, conditioned or delayed.
17. Effective Date and Time for Acceptance. The effective date of this Agreement shall be the date on which this Agreement is executed by Seller and actually delivered to Purchaser. If not executed by Seller and a fully executed copy hereof delivered to Purchaser on or before March 1, 2021, then this Agreement shall, at Purchaser's option, be voidable.
18. Time Periods. If the last day of any time period provided for herein (or the date by which any event is scheduled to occur on any action is required or permitted to be taken) falls on a Saturday, Sunday or other day that is a banking holiday in the State of Florida, then such date shall be extended until the next succeeding day that is not a Saturday, Sunday or banking holiday.
19. Like-Kind Exchange. Seller may elect to structure the acquisition of the Property as a deferred like-kind exchange pursuant to I.R.C. Section 1031 and the Treasury Regulations promulgated thereunder. Purchaser shall cooperate in this regard, but at no cost or expense to Purchaser. Further, Purchaser's cooperation shall not require Purchaser to extend any periods of time hereunder or operate to modify any of Purchaser's obligations hereunder. In connection with such structure, Seller may assign its rights under this Agreement to a Qualified Intermediary for the sole purpose of complying with the applicable laws and regulations. Purchaser shall have no responsibility to ensure that any deferred like kind exchange executed by Seller qualifies for Seller's intended tax treatment.
20. Further Assurances. Each party agrees to execute and deliver such documents as the other may reasonably request, even after Closing, to consummate and give effect to the transactions contemplated hereunder.
21. Attorney's Fees and Cost. In the event of any litigation arising out of or brought for the purpose of enforcing this Agreement or any of the terms hereof including any indemnity provision, the prevailing party shall be entitled to the costs thereof, including reasonable attorney's fees at all levels of such litigation.



22. Brokers. Purchaser represents to Seller that Purchaser has not dealt with any realtor or broker who might claim or be entitled to any commission on the sale and purchase of the Property. Seller represents to Purchaser that Seller has not dealt with any realtor or broker who might claim or be entitled to any commission on the sale and purchase of the property other than Harris & Company. Each of Seller and Purchaser agrees to indemnify the other from and against any loss, cost or liability arising from the breach of his or its representation in this Section.
23. Risk of Loss. Seller has no intention of repairing anything related to any existing structure on the Property. Further, if any damage is caused by Purchaser's inspections then the cost to repair shall be the Purchaser's as contemplated in Section 5(a). Notwithstanding the foregoing, all risk of loss due to condemnation or destruction of the Property (or any part thereof) by fire, hazard or otherwise, shall remain with and be the responsibility of Seller until the date of Closing. Nothing contained herein shall be construed as an alteration or amendment to the Settlement Agreement. In the event of structural defects or losses after the Inspection Period but before the Closing, Purchaser's sole remedies shall be to choose to terminate this Agreement without any penalty or expense and the Earnest Money shall be returned to Purchaser, or Purchaser may proceed with the Closing despite such structural defects or losses.
24. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but, when taken together, shall constitute a single instrument. The parties agree that a signed counterpart received via facsimile or electronic transmission shall be binding upon the party executing such counterpart.

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THE UNDERSIGNED parties have caused this Agreement to be executed by their duly authorized representatives, and agree to be bound hereby as of the Effective Date.

PURCHASER:

CITY OF DUNEDIN, a Florida municipal corporation

By: Jacob Ward Bujalski

Title: Mayor

Date: 2/23/21

ATTEST:

Rebecca C Schmitt
City Clerk

APPROVED AS TO FORM:

Mesay
City Attorney

[Signature Page – Purchaser]


(RWH)

THE UNDERSIGNED parties have caused this Agreement to be executed by their duly authorized representatives, and agree to be bound hereby as of the Effective Date.

SELLER:

(As to Parcel 1)

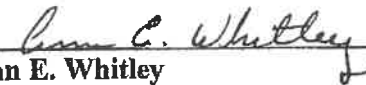
HIGHLAND MEMORIAL GARDENS, INC., a
Florida corporation

By: 

Title: President AUTHORIZED REPRESENTATIVE

Date: 2/22/2021

(As to Parcel 2)

By: 
Ann E. Whitley

Date: 2/22/2021

[Signature Page – Seller]

EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Pinellas, State of Florida, and described as follows:

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

The SW1/4 of the NW1/4 of Section 36, Township 28 South, Range 15 East less and except that part in the Northeast corner included in Plat of Dunedin Cemetery recorded in Plat Book 20, Page 47, of the Public Records of Pinellas County Florida.

ALSO LESS AND EXCEPT any portion thereof lying within road right of way along the East.

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

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

The West 396 feet of the SE1/4 of the NW1/4 of Section 36, Township 28 South, Range 15 East, lying in Pinellas County Florida.

LESS AND EXCEPT any portion thereof lying within road right of way along the West.

ALSO LESS AND EXCEPT those portions taken by Pinellas County for road right of way as described in Amended Order 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 conveyed by warranty deed recorded in Official Records Book 6194, Page 2151, of the Public Records of Pinellas County, Florida.

[Exhibit "A"]



EXHIBIT "B"
DUE DILIGENCE INFORMATION

1. Mortgage information and lender contact information;
2. Current ownership information as it pertains to the Property, including any trust documents required by the Closing Agent;
3. Environmental reports (including, without limitation, any and all Phase I, Phase II, Phase III regulatory searches, asbestos reports, etc.);
4. Soils reports/geotechnical reports;
5. Site plans;
6. Utility bills for past 12 months or as may be required by the Closing Agent;
7. Any leases;
8. The Settlement Agreement (fully executed);
9. Existing title policy and copies of underlying exception documents;
10. Existing Survey;
11. Florida Fish and Wildlife order issued to prior buyer under contract, Pulte Homes
12. Copies of prior litigation concerning the Property except for those available on public records without the need for specialized authorization;
13. Any City and County development agreements and developments orders pertaining to the Property;
14. Any contracts or agreements affecting the Property;
15. Any other governmental agency approvals pertaining to the Property; and
16. Plans or building drawings pertaining to the Property.

Seller shall be required to provide the foregoing information and documents only to the extent that they exist and are in Seller's possession or control.

[Exhibit "B"]

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EXHIBIT "C"

When recorded return to:
City Clerk
City of Dunedin, Florida
1415 Pinehurst Road
Dunedin, FL 34698

DEDICATION AGREEMENT

THIS DEDICATION AGREEMENT ("Agreement") is made as of this ____ day of _____ ("Effective Date"), by HIGHLAND MEMORIAL GARDENS, INC., a Florida corporation (As to Parcel 1) and ANN E. WHITLEY, an individual (As to Parcel 2) whose mailing addresses are _____ and _____ respectively ("Declarant"), and the CITY OF DUNEDIN, a Florida municipal corporation, whose principal address is 542 Main Street, Dunedin, Florida 34698 (the "City"), on the following terms and conditions:

WITNESSETH:

WHEREAS, as of the date hereof, Declarant is the owner of certain real property situated in Pinellas County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Declarant and the City desire to agree on certain covenants relative to the naming and dedication of the Property.

1. **RECITALS.** The foregoing recitals are true and correct and shall be incorporated herein by this reference.
2. **DECLARATION.** Declarant and the City hereby agree that the Property and every part thereof is and shall be owned, leased, or otherwise occupied, conveyed, hypothecated, encumbered or otherwise transferred, developed, improved, built upon or otherwise used, subject to the provisions of this Agreement. All of the covenants and restrictions contained herein shall run with the land and every part thereof for all purposes, and shall be binding upon Declarant, and Declarant's assignees and/or successors in interest. This Agreement shall be recorded in the Public Records of Pinellas County, Florida to evidence and give notice to all third parties of its terms. In the event of sale, assignment or rental of the Property, the terms of this Declaration shall be binding on such purchasers, tenants or assignees.
3. **DEDICATION.** The Property shall be named "The Gladys E. Douglas Preserve" and shall be dedicated in honor of Gladys E. Douglas and the City may take all such actions so as to effectuate such

[Exhibit "C"]



dedication including, but not limited to adopting a resolution, conducting press releases, publications and advertisements, and/or posting signage on the Property. Such activities shall be at the sole discretion of the City and the enumeration of the activities listed above shall not be construed as a requirement that the City take each or all such actions in order to effectuate such dedication.

4. MISCELLANEOUS PROVISIONS.

A. Applicable Law; Enforcement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Jurisdiction for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal action shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division. However, the Parties agree that before any court action is filed, they will work together and confer to attempt to resolve any issues without the need for court intervention. The Parties further agree that any enforcement is limited to non-monetary relief.

B. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement

C. Binding Effect. This Agreement shall be perpetual and shall run with the lands described herein, and the rights and obligations set forth herein shall be binding upon Declarant, and all successor owner(s) and/or assignee(s) of any fee simple ownership interest in the Property. The owner of the Property shall have full rights to enforce the terms of this Agreement, including the right to enforce the obligations herein. This Agreement may only be modified in writing by the Parties or their successors and/or assigns.

D. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa, and the use of the terms "include," "includes" and "including" shall be without limitation to the items which follow.

E. Severability. In case any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Declaration shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

F. Survival. The terms provisions, and conditions of this Section 4 shall survive the termination of this Agreement.

[Exhibit "C"]

RW

IN WITNESS WHEREOF, Declarant and the City have executed this Agreement as of the date first written above.

DECLARANT:

Witness #1:

Printed Name: _____

Witness #2:

Printed Name: _____

By: _____

[INSERT NOTARY BLOCKS]

CITY OF DUNEDIN:

Witness #1/Attest:

City Clerk

Witness #2:

Printed Name: _____

By: _____

[INSERT NOTARY BLOCKS]

[Exhibit "C"]

(Handwritten mark)