

ORDINANCE 15-36

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUNEDIN AND DUNEDIN COMMONS, LLC; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of Dunedin and Dunedin Commons, LLC. have entered into and concluded negotiations of a Development Agreement pertaining to and setting forth the terms and conditions for the development of certain parcels located at 375, 401, 403, and 407 Patricia Avenue; and 1060, 1065 and 1090 Scotsdale Street, Dunedin, Florida; and

WHEREAS, the Local Planning Agency of the City of Dunedin, Florida, has duly considered the terms and conditions of the Development Agreement, and has recommended that the same be approved; and

WHEREAS, due and proper public hearings on the said Development Agreement having been completed pursuant to Section 104-33.7.2 of the City's Land Development Code and Florida Statute 163.3225; and

WHEREAS, the City Commission wishes to authorize the Mayor of the City to sign the said Development Agreement with Dunedin Commons, LLC.; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY AND REGULARLY ASSEMBLED:

Section 1: That the Mayor is authorized to execute the Development Agreement between the City of Dunedin and Dunedin Commons, LLC, as attached hereto and incorporated by reference herein.

Section 2: This Ordinance shall become effective upon final passage and adoption.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, THIS 17th day of December, 2015.



Julie Ward Bujalski
Mayor

ATTEST:



Denise M. Kirkpatrick
City Clerk

READ FIRST TIME AND PASSED: November 05, 2015

READ SECOND TIME AND ADOPTED: December 17, 2015

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") made and entered into this 17th, day of December, 2015, by and between the **CITY OF DUNEDIN**, a municipal corporation of the State of Florida hereinafter referred to as "**City**" and **DUNEDIN COMMONS LLC**, a Florida limited liability company authorized to transact business in the State of Florida, hereinafter referred to as "**Developer**".

FOR AND IN CONSIDERATION of the mutual promises made and agreed to be kept hereunder and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the approval of certain uses by the City and conditioned on the performance in all respects of this Agreement by each of the parties, it is hereby agreed between the parties as follows:

RECITALS

1. Primerica Development, Inc. as the contract purchaser of the property located at 375 Patricia Avenue, 403 Patricia Avenue, 407 Patricia Avenue, 1060 Scotsdale Street and 1065 Scotsdale Street, Dunedin, Florida which is more specifically described in the Certificate of Title recorded in Official Records Book 16702 at Pages 2206 through 2213 of the Public Records of Pinellas County, Florida and attached hereto as Exhibit "A" intends to either assign its rights in the Purchase and Sale Agreement or consummate the purchase and convey its interest to Developer, and City is the owner of the property located at 401 Patricia Avenue and 1090 Scotsdale Street, Dunedin, Florida which is more specifically described in the Quit Claim Deed recorded in Official Record Book 5919 at Pages 18 through 20 of the Public Records of Pinellas County, Florida and attached hereto as Exhibit "B"; said properties collectively referred hereinafter to as the "Property".

2. Developer desires to develop the Property with approximately 280 apartment units, 56 townhome units or a 168-bed Assisted Living Facility, 7,200 gross square feet of retail and 44,649 gross square feet of office/Target Employment Center use with the following densities and intensities:

Residential*:	336 units / 480,000 sf / 17.23 UPA
Apartments	280 units / 368,000 sf / 0.68 ISR
Townhomes (or Assisted Living Facility)	56 units (168 beds) / 112,000 sf / 0.63 ISR
Retail/Other*:	7,200 sf / 14.5% FAR
Office/Target Employment Center*:	44,649 sf / 25% FAR

** Please see Exhibit "C" Architectural Renderings for exact heights.*

The dimensional requirements listed above are hereinafter referred to as the "Project", as more particularly shown on Exhibit "D" attached hereto and made part hereof ("Final Design Review", which includes a final site plan, architectural renderings and a landscape plan).

3. The proposed Site Plan includes apartments, townhomes (or Assisted Living Facility), retail, office/Target Employment Center use totaling 1,011,849 square feet and linear park totaling 3.22 acres. The Parties acknowledge that the Special Area Plan contemplates

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replacement of Target Employment Center use under certain conditions. Upon signing of this Agreement, subject to the time available for City staff and/or supplemented by a Developer paid consultant, the City agrees to use its best efforts as soon as possible to provide a replacement Target Employment Center site and amend the SAP to remove the TEC requirement on the subject property. Any costs incurred by the City shall be paid by the Developer. Developer agrees that for a period of two years following the signing of this Agreement, Developer will actively market the property to satisfy the office zoning requirement on the property. If the Developer is unsuccessful, the City agrees to assist the Developer in requesting an amendment to the 375 Patricia Ave. Special Area Plan from Pinellas County that would eliminate the Office requirement of the plan.

4. The development rights of the project are subject to the conditions of the Final Design Review approval as set below.

5. The City has determined that the Final Design Review, as described herein is consistent with Dunedin 2025 Comprehensive Plan and the City's Land Development Code (LDC) as required per Section 104-24.4 and Section 104-26 of the LDC.

6. The following development rights are hereby approved pursuant to this Agreement on the Property:

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Site Data Table 1

SITE DATA	EXISTING	PROPOSED APT	PROPOSED TOWNHOMES	PROPOSED RETAIL	PROP TEC / OFFICE	DITCHES & PROPOSED LINEAR PARK	ALLOWED - REQUIRED
USE OF PROPERTY							MIXED USE
LAND USE CATEGORY	PR-MU	PR-MU w/ SAP	PR-MU w/ SAP	PR-MU w/ SAP	PR-MU w/ SAP		
ZONING	FX-M	FX-H	FX-M	FX-M	FX-M		<i>See Table Below</i>
LOT AREA (Acres)	24.74	11.26	5.02	1.14	4.1	3.22	
DENSITY		280 UNITS	56 UNITS	N/A	N/A		
BLDG COVERAGE (Acres)		2.39	1.36	0.17	N/A		
GROSS FLOOR AREA (SF)		368,000	112,000	7,200	N/A		
SETBACKS							
FRONT							
SECONDARY FRONT							
SIDE							
SIDE							
REAR							
BLDG HEIGHT		3 & 4 Story	2 Story	1 Story			
VEHICULAR USE AREA (Acres)		4.73	1.46				
IMPERVIOUS SIDEWALKS & POOL AREA (Acres)		0.54	0.35				
IMPERVIOUS SURFACE RATIO		68%	63%				
OPEN SPACE (Acres)		3.6	1.85				
PARKING AREA INT LANDSCAPING							
PARKING		527	112	46			

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Site Data Table 2

Gross Land Area (GLA)	24.74 acres	(Includes two City Parcels)				
Excluded Land Area (ELA)						
Proposed park area		0.18	acres			
Proposed linear park		1.78	acres			
Existing drainage canals		1.26	acres			
Total ELA	3.22					
Net Developable Land Area (DLA)	21.52 acres					
Proposed Land Uses						
Retail / Other	1.14	acres	7,200	sq.ft.		
Office/TEC	4.10	acres	44,649	sq.ft.		
Residential	16.28	acres				
Apartments		11.26	acres	280	units	
Townhomes/ALF		5.02	acres	56	units	
ELA	3.22	acres				
	24.74	acres				
Land Use Allocation						
	Min	Acres	Max	Acres	Proposed Acres	
Retail/Other (based on DLA)	5%	1.08	25%	5.38	1.14	
Office/TEC (based on DLA)	15%	3.23	75%	16.14	4.10	
Residential (based on GLA)	15%	3.71	80%	19.79	19.50	
					24.74	
FAR / Density Allocation						
	Min	Sq.Ft./Units Based on Proposed Acres	Max	Sq.Ft./Units Based on Proposed Acres	Proposed FAR/Density	Proposed Sq.Ft./Units
Retail / Other (Based on DLA)	0%	-	45%	-	14.50%	7,200
Office/TEC (Based on DLA)	25%	44,649	60%	107,158	25.00%	44,649
Residential (Based on GLA)	-	-	18	351	17.23	336

7. The development rights set forth in this Agreement and Final Design Review approval are subject to the following conditions:

A. Approval of the related development agreement pertaining to the site development of the subject property as described and depicted in the approved Final Design Review for Case Number DEV-S/D-ZO-LDO 15-60.00.

B. Where necessary to accommodate proposed development, the applicant shall be responsible for the removal and/or relocation of any and all public utilities located on the subject site, including the granting of easements as may be required. This is regardless of whether the public utilities are known at the time of Final Design Review approval or discovered subsequent to such approval. Any required relocation will require approval from the City's Engineering Division.

C. All construction associated with this project shall be subject to the current requirements of the Florida Building Code, Dunedin Land Development Code, the Florida Fire Prevention Code, Life Safety Code and all other technical codes adopted by the City of Dunedin, and FEMA.

D. All on-site construction activities related to erosion control shall be applied as required by the Florida Building Code, the National Pollutant Discharge Elimination System's Best Management Practice (NPDES-BMP), and the Dunedin Code of Ordinances.

E. Final approval of the infrastructure permit from the City's Engineering Division prior to building permits being issued.

F. Final approval from the Building Official, Fire Marshal and City Engineer on all final inspections necessary to provide the Certificate of Occupancy for the apartments, townhome (or Assisted Living Facility), retail and office/Target Employment Center use as shown in the Final Design Review.

G. The City requires Concurrency approval prior to building permits being issued. The City agrees that the proposed Site Plan currently meets all City Concurrency requirements.

H. Developer granting Drainage/Utility Easements to City.

I. Developer granting two (2) well sites to City with locations to be determined during infrastructure review of site plan.

J. Developer maintaining and operating site boundary ditch system, and installation of rip rap or other side bank stabilization treatment at all perpendicular connections to the existing ditch system.

THE AGREEMENT BETWEEN THE PARTIES

8. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as fully enforceable agreements and representations by the parties hereto.

9. Authority. This Agreement is authorized by Section 163.3220, et seq. F.S. (2013) and Chapter 104, Division 3, Section 104-33 of the Code of Ordinances of the City of Dunedin.

10. Effective Date. This Agreement shall be effective upon its recordation and the recordation of deeds in the public records of Pinellas County vesting title to all of the property more particularly described in Exhibit "A" to Developer ("Effective Date"). In the event there is no deed recorded within 24 months of the recording of this Agreement, this Agreement shall be

deemed null and void and the City and the Developer shall be relieved of all obligations hereunder. In the event that there is an appeal or legal proceeding challenging this Agreement or challenging the other matters affecting the purpose, intent, or the rights of the Developer or the City to develop the Property as contemplated hereby, the Effective Date of this Agreement shall be extended and shall commence upon the conclusion of such litigation, including appeals and upon all rights of appeal having expired. In the event that a Court decision materially changes any aspect of this Agreement or has made the performance of a portion of this Agreement impossible or unacceptable to one of the parties, either party may choose to terminate this Agreement upon thirty (30) days written notice to the other party and the parties shall assist each other in returning each party to the positions and legal status that it enjoyed immediately prior to the date of the entry into this Agreement; or, alternatively, the parties shall work together to restore the material benefit if such is reasonably possible.

In the event that this Agreement is subject to termination pursuant to the provisions hereof, either party may record an affidavit signed by all parties hereto or their respective successors and assigns in the Public Records of Pinellas County, Florida reflecting that such termination has occurred and that this Agreement is thereby terminated and by such affidavit, notice that the termination provisions of this Agreement pursuant to this paragraph have occurred. The party recording such affidavit shall send a copy of the recorded affidavit to the other party and this Agreement shall be terminated and shall be deemed void and of no further force and effect. In the event that the Developer's fee simple title is encumbered by any mortgages, liens or other rights of third persons which are not subordinated to the terms, conditions, covenants and restrictions set forth in this Agreement, said third party encumbrances shall be of no force and effect as to the provisions of this Agreement.

This Agreement shall be superior to any mortgages, liens or other rights of third persons. Any mortgages or liens or encumbrances on the Property created contemporaneously or after the effective date of this Agreement shall be subject to and subordinate to the terms of this Agreement.

In the event that this Agreement is not executed by the Developer on or before 5:00 p.m. on the 31st day of December, 2015, this Agreement shall be null and void and of no further force and effect and any development permissions granted pursuant hereto shall no longer be valid.

11. Duration of Agreement. This Agreement shall terminate upon the earlier of the following dates: (i) the date on which construction of the Project is complete and issuance of the last Certificate of Occupancy for the Project; or (ii) ten (10) years from the Effective Date. This time period may be extended by mutual agreement of the parties. The recordation of the last Certificate of Occupancy by any party hereto or their successor in interest shall be conclusive evidence of the termination of this Agreement.

12. Third Party Rights. The parties represent, to their respective best knowledge, that nothing herein is barred or prohibited by any other contractual agreement to which it is a party, or by any Statute or rule of any governmental agency, or any third party's rights or by the rights of contract vendees, lien holders, mortgage holders or any other party with a direct or contingent interest in the Property, whether legal or equitable.

It shall be an absolute condition precedent to any obligation of the City under the terms of this Agreement that any current mortgage holder consent to and subordinate its mortgage interest to the terms of this Agreement.

If the Developer has title to the Property prior to the execution of this Agreement, the Developer shall submit a title opinion by a title company or attorney at law certifying in writing as of the date of approval of this Agreement by the City Commission of the City of Dunedin as to the status of title of such lands including all lien holders, mortgagees or any other encumbrances. The City will rely on such certification. If any lienholder or mortgagee is shown by the title opinion, a satisfaction or subordination shall be received by the City of Dunedin prior to the time the City executes this Agreement although the approval of the execution of this Agreement may be made by the City Commission contingent upon the receipt of such consent and subordination.

Any lienholder or mortgagee shall have the right to perform any term, covenant or condition and to remedy any default hereunder, and City shall accept such performance with the same force and effect as if furnished by Developer.

13. Law and Ordinance Compliance. The ordinances, policies and procedures of the City concerning development of the Property that are in existence as of the approval of this Agreement shall govern the development of the Project, and the same shall be in compliance with the applicable regulations of County, State and Federal agencies. No subsequently adopted ordinances, policies, or procedures shall apply to the Project except in accordance with the provisions of Section 163.3233(2), Florida Statutes (2015). Notwithstanding the foregoing, the City shall have the absolute discretion to amend and/or adopt life safety codes such as but not limited to fire codes, that may conflict with the provisions herein or may impose additional burdens on the Developer as is otherwise authorized by State Statutes or the regulations of governmental administrative agencies, provided that such life safety codes retroactively apply to all development similar to the Project in the City. The parties agree that such codes may be adopted without any special notice to the Developer and that the Developer shall not be entitled to any special hearing relative to the adoption of such codes. Failure of this Agreement to address a particular permit, condition, term, restriction, or to require a development permission shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions in any matter or thing required under existing Ordinances of the City or regulations of any other governmental agency, or any other entity having legal authority over the Property. Except as provided in this Agreement, all applicable impact fees, development review fees, building permit fees and all other fees of any type or kind shall be paid by Developer in accordance with their terms and in such amount applicable as they become due and payable.

14. No Estoppel. The parties agree that prior to the approval of this Agreement by the City Commission, the City's interest in entering into this Agreement, the studies, surveys, environmental studies, consultant plans or investigations, the expenditure of substantial funds, the staff approval or recommendation relative to the proposed development and any other act in furtherance of this Agreement, shall not be used by the Developer or its successors in title in any way whatsoever as committing the City legally through a theory of equitable estoppel, action in reliance, or any other legal theory as to the approval of such proposed development in the event that this Agreement is not approved by the City Commission or for any other reason does not take effect in all material respects.

The parties further agree that any and all action by the Developer or its representatives in negotiation of this Agreement, including all acts or expenditures in the implementation of this Agreement or submittals to other governmental bodies shall in no way be deemed to be an action in reliance giving rise to an equitable estoppel.

15. No Partnership or Joint Venture. The City and Developer agree that the matters contained in this Agreement shall under no circumstances constitute a joint venture, partnership

or agency between them. No third party shall be deemed to have any beneficial interest in this Agreement or any expectation of benefit or property rights or any other rights of any kind arising from this Agreement.

16. Final Design Review. In order to avoid any adverse impacts from the development of the Property on the abutting property owners and on the residents of the City of Dunedin, the parties agree that the Property will be developed in substantial conformance with the Final Design Review as such Final Design Review submittals may be modified by the requirements of other state and county governmental agencies having jurisdiction over the development of the Property. The appearance and use of the Property after development are the reasons that the City Commission exercised its legislative authority and entered into this Agreement. Except as may be authorized by the parties hereto, any material deviation from the commitments made by the parties herein shall be considered material defaults in this Agreement. The City shall not consent to any modification unless it deems that such is in the best interest of the public and in its discretion in reaching such decision it shall be deemed to be acting in a legislative capacity and within its sole and absolute discretion taking into account the public health, safety and welfare. The following specific requirements shall also be met:

A. The Property shall be developed and landscaped in accordance with the Final Design Review approval. A detailed landscape plan in the Final Design Review will be substantially adhered to. The landscaping within the Property shall be maintained by the Developer or its successor. The purpose of landscaping and the continued development and care of the landscaping on the Property is, in part, for the benefit of the abutting property owners and to screen light, noise and other possible negative aspects of the development. Such landscaping shall be provided prior to the Certificate of Occupancy being issued and will be maintained in good and healthy conditions at all times by the Developer or its successor.

There shall not be any material deviation from the provisions of the Final Design Review documents unless such is approved by the City Commission of the City of Dunedin at a public hearing conducted for such purpose and this Agreement is modified in writing by the parties thereto for the purpose of agreeing to such deviation.

B. The Property shall be developed substantially in accordance with the Final Design Review submittal.

C. All outdoor lighting on the Property shall be directed downward so as not to be disruptive to the residential neighborhoods abutting the Property and shall be oriented and shielded so that no light is cast directly on abutting property. Light cast onto abutting properties by reflection or otherwise shall be limited to an intensity that is substantially in conformance with the lighting conditions in residential neighborhoods in the City of Dunedin. At no time shall the Developer or its successor allow a nuisance condition to exist on the Property. Furthermore, all outdoor lighting shall be compliant with Chapter 107, Division 4, Section 107- 40 (Lighting) of the Dunedin Land Development Code.

D. Dumpster and trash pickup will be contained within the Property and fully screened from adjacent residential properties.

E. Ingress and egress to the Property shall be as shown on the Final Site Plan.

F. Building heights, architectural style and location will be as shown on the Final

Design Review submittal. The architectural style reflected as an attachment to or being part of the Final Design Review shall be complied with in all material respects during the development of the Project.

G. This Agreement and the Final Design Review Plan attached hereto specify certain minimum setbacks, building heights, sign sizes and similar dimensional requirements and agreements. No changes may be made in these agreed upon dimensional requirements, except as described in Section 104-24.11.1 of the LDC, or in any matter that is reflected on the Final Design Review or addressed specifically in this Agreement through any appeal process to the Board of Adjustment and Appeal for a variance, conditional use permit or other process which would serve to vary or change the terms of this Development Agreement and the Final Design Review attached hereto. The only change which may be requested by the parties is for an amendment to this Agreement which revised amendment is legislatively considered by the City Commission and agreed to by the City Commission, set forth in writing as an amendment to this Agreement and executed by the parties hereto or their successors or assigns. The Developer, and its successors and assigns specifically waive and relinquish any right to change the terms of this Agreement through any administrative or legal process, including a decision by a court of competent jurisdiction, unless agreed to by the parties. Notwithstanding the above, the Developer does not waive its right to challenge, judicially or otherwise, the construction or interpretation of this Development Agreement.

H. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct, and maintain a linear park at the top of the bank of the existing privately owned and maintained drainage canals that border on the East and North boundary lines of the Property and shown on the Dunedin Commons Greenspace Development Plan. The Developer shall install approximately 1,600 feet of landscaping and irrigation along the path, 8 benches, a gazebo, 1,600 feet of 8 ft. wide permeable (non-vegetative) path, 1,250 square feet of parking and up to 1,600 feet of 4 ft. black vinyl coated fence to separate the park from the ditch. The Developer shall repair and replace the park amenities as required. The Developer will install lockable gates that will be closed at sunset.

17. Public Infrastructure. The Developer or its successor in title, as appropriate, at its sole cost, shall design, construct and maintain, until acceptance by the City and conveyance by recordable instrument or bill of sale, as appropriate, to the City, all public infrastructure facilities and lands necessary to serve the Project which are shown on the Final Site Plan, except as noted in "C" below as to cost, provided that said public infrastructure facilities have received construction plan approval and that all applicable review procedures have been complied with fully, inspected and accepted by the City. Public infrastructure facilities shall include those facilities to be located in rights-of-way or easement areas conveyed to the City, as shown on the approved engineering construction drawings and shall include, but not be limited to the following:

- A. Pedestrian ways, sidewalks, and crosswalks located within the public right-of-way.
- B. Potable water mains identified to be extensions to the existing public water system located within easements.
- C. Providing to the City appropriate utility and access easements for the design and installation, all at City expense, of raw water mains from two Developer dedicated well sites on the Property.

D. Except for privately owned and maintained stormwater drainage conveyance systems traversing the Property, serving to conduct, transmit, channel or otherwise provide for stormwater flow from, through and to adjoining lands according to the existing site topography. The Developer shall provide for adequate access and insure the continued and regular private maintenance and working condition of the existing onsite stormwater conveyance ditches.

E. The Developer shall be responsible for designing, permitting, constructing and maintaining sufficient erosion control measures and/or bank stabilization to minimize existing ditch bank scour, so as to prevent sediment transport and downstream system degradation.

F. Street signage and pavement striping located within public right-of-way. Developer shall have no maintenance obligation with respect to same.

G. The design, permitting, construction and dedication to the City of any and all necessary modifications to the existing traffic signal mast-arm assembly at the intersection of Beltrees Street and Patricia Avenue, if any.

Public infrastructure facilities, as shown on the approved infrastructure plan, shall be complete, and approved for acceptance by the City prior to the issuance of any Certificate of Occupancy on the Property. The Developer shall provide the appropriate letter of credit in a form satisfactory to the City Attorney, drawable on or through a national banking institution with offices in Pinellas County or an acceptable Performance Bond. Said letter of credit shall be deposited with the City to guarantee the completion of public infrastructure facilities prior to the time that Certificates of Occupancy are issued on the Property and public access and facilities to serve the proposed structures are available in accordance with City regulations. The obligations contained in this Paragraph 17 shall be subject to the provisions in Paragraph 26 hereof.

18. Public Facilities. The City shall make available at the boundary of the Property the following City owned and operated infrastructure: potable water and sanitary sewer. The City makes no guarantees as to the ability of these existing facilities to meet domestic and fire flow levels of service as required for the Project by City and other applicable regulations. Should upgrades to existing City owned infrastructure be necessary, the cost to facilitate such upgrades will be the sole responsibility of the Developer. Any public infrastructure interconnections within the Project boundaries required to support the Project from existing City facilities located within public right-of-way will be constructed by the Developer and dedicated to the City in appropriate easements.

Developer agrees to promptly repair any damage caused to any public infrastructure facility damaged by Developer, or its contractors, and will be responsible for any associated liability or fines related to such damage.

19. Permits. Development permits, which may need to be approved and issued, include, but are not limited to the following:

A. City of Dunedin vertical building permits.

B. Southwest Florida Water Management District surface water management permit.

C. City of Dunedin Engineering Division infrastructure permit.

D. All other approvals or permits as required by existing governmental regulations as they now exist.

Except as set forth in this Agreement, all development permits required to be obtained by the Developer for the Project will be obtained at the sole cost of the Developer and in the event that any required development permissions issued by entities other than the City are not received, no further development of the Property shall be allowed until such time as the City and the Developer have reviewed the matter and determined whether to modify or terminate this Agreement.

20. City Impact Fees and Credits.

A. The City has estimated the impact fees that the Developer shall pay to the City as follows:

Table of Estimated Impact Fees

Transportation Impact Fees	Unit of Measure	Unit fee	Units	Total
Multi-family Residential	per unit	\$1,420.000	280	\$397,600.00
Townhome	per unit	\$1,248.000	56	\$69,888.00
Office / TEC	per 1,000 sf	\$3,292.000	44.65	\$146,987.80
General Commercial	per 1,000 sf	\$3,396.000	7.20	\$24,451.20
				\$638,927.00

Impact Fees	Unit of Measure	Unit fee	Units	Total
Fire Department Development Residential	per unit	\$270.00	336	\$90,720.00
Fire Department Development Non-residential	per 3,000 sf	\$285.00	17.28	\$4,924.80
				\$95,644.80
Law Enforcement Development Residential	per unit	\$94.73	336	\$31,829.28
Law Enforcement Development Non-residential	per sf	\$0.08	51,849	\$4,147.92
				\$35,977.20
Water Development	per unit	\$1,961.00	336	\$658,896.00
Sewer Development	per unit	\$1,666.00	336	\$559,776.00
				\$1,218,672.00

Total: \$1,989,221.00

Parkland Dedication (LDO) Fees	
Fair Market Value Recommendation (per acre):	\$94,537
Fair Market Value Approval (per acre):	\$94,537

A. No. of Units	336
B. Person/Unit Factor	2
C. No. of People (A x B)	672
D. Parkland Standard Factor	0.006
E. Acreage Requirement (C x D)	4.032
F. Acreage Dedicated to the City	1.960
G. Remaining Acreage Required	2.072
H. Fair Market Value (per acre)	\$94,537
I. LD Fee Requirement (E x F)	\$195,881

Private Recreation Credit Calculation

J. Private Acreage for Credit (3.75% max)	1.51
K. LDO Fee Credit	(\$142,940)
L. LDOC Credit for Linear Park	(\$52,941)
M. Total LDO Fee with Credit	\$0

Upon submission of complete construction drawings the City will compute the actual impact fees due to the City.

B. The City has computed and will grant certain impact fee credits for the Project to the Developer consistent with City ordinances and reflecting previous uses on the Property, which entitle the Developer to the following impact fee credits:

Table of Impact Fee Credits¹

Impact Fee Category	Unit of Measure	Unit Fee	Units	Total Fee Credit
Fire Facility Fee	per 3,000 sf	285.00	70.42	\$ 20,069.61
Sewer Impact Fee	Residential Unit	1,666.00	29.5	49,147.00
Transportation Impact Fee (Office)	per 1,000 sf	2,767.00	167.094	462,349.10
Transportation Impact Fee (General Industrial)	per 1,000 sf	1,414.00	44.165	73,578.89
Water Impact Fee	Residential Unit	1,961.00	29.5	57,849.50
Law Enforcement Fee	per sf	.08	211,259	16,900.72

Total: \$ 679,894.80

¹ Calculations are based on the fixture count supplied by David George of Cushman & Wakefield, and on the following building square footage assumptions:

44,165 sf	Industrial	1 Story Building
86,027 sf	Office	2 Story Building
81,067 sf	Office	3 Story Building

The City agrees that Developer shall have the sole and exclusive right to allocate Impact Fee Credits among the subparcels that comprise the Property, and the City will honor such allocation, provided that written notice is provided to City of same.

21. City Contributions.

A. In consideration for the Developer's conveyance of utility easements, as more particularly described in Exhibit "E", and the conveyance of two well sites, as more particularly described in Exhibit "F", the City shall convey to the Developer, those properties described in Exhibit "B". The City shall install and maintain appropriate mutually agreed buffering/screening around the two well sites.

B. City will contribute the following grubbing and land clearing incentives to the Developer:

(i) \$100,000.00 in Phase I for the residential apartment parcel development to be paid in four (4) equal annual installments of \$25,000.00 each commencing on the date of the issuance of the first Certificate of Occupancy.

(ii) \$50,000.00 in Phase II for the development to be paid in four (4) equal annual installments of \$12,500.00 each commencing on the date of the issuance of the first Certificate of Occupancy.

22. Recycling. The Developer and its successors-in-title will cooperate with City to encourage and promote recycling activities within the Project and such commitment will be reflected in a covenant running with the Project lands.

23. Annual Review. The City of Dunedin shall review the Project once every twelve (12) calendar months from the Effective Date.

24. Recordation. Not later than fourteen (14) days after the execution of this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court in Pinellas County, Florida, and a copy of the recorded Agreement shall be submitted to the Florida Department of Economic Opportunity within fourteen (14) days after the Agreement is recorded. The burdens of this Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors and assigns in interest to the parties to this Agreement.

25. Agreement as Covenant. This Agreement shall constitute a covenant running with the Property for the duration hereof and shall be binding upon the Developer and upon all persons deriving title by, through or under said Developer and upon its successors and assigns in title. The agreements contained herein shall benefit and limit all present and future owners of the Property, and the City for the term hereof.

26. Subdivision of the Property. The parties agree that the Project complies with the Special Area Plan which regulates the development of the Property. The parties also acknowledge that the Property will likely be subdivided into three (3) subparcels, and one (1) subparcel containing the drainage canals/ditches and proposed linear park, as shown on Exhibit "D" (the "Subparcel" or "Subparcels"). Despite the subdivision, the parcels included in the Special Area Plan will be regulated collectively regarding maximum density and intensity. The Site Plan attached as Exhibit "D" to this agreement represents the maximum residential density allowed by the Special Area Plan.

The City agrees that each Subparcel that is developed in conformity with the Special Area Plan shall be deemed legally conforming for all purposes, and treated separately and independent of the other Subparcels by the City for any and all regulatory purposes. The owner of any

Subparcel may proceed to develop, or request an amendment to the Special Area Plan as it pertains to their subparcel, without the consent of the owner of any of the other Subparcels. The public infrastructure obligations set forth in Paragraph 17 hereof shall be subject and subordinate to the provisions of this Paragraph 26. For example, the public infrastructure obligations of each subparcel shall be independent of the other subparcels, provided one (1) of the three (3) developable parcels retains sole ownership and maintenance responsibilities over the entire parcel containing the drainage canals/ditches and maintenance responsibilities over the proposed linear park.

27. Legislative Act. This Agreement is agreed to be an legislative act of the City in furtherance of its powers to regulate land use and development within its boundaries and, as such, shall be superior to the rights of existing mortgagees, lien holders or other persons with a legal or equitable interest in the Property and this Agreement and the obligations and responsibilities arising hereunder as to the Developer shall be superior to the rights of said mortgagees or lien holders and shall not be subject to foreclosure under the terms of mortgages or liens entered into or recorded prior to the execution and recordation of this Agreement. The execution of this Agreement or the consent to this Agreement by any existing mortgage holder, lien holder or other persons having an encumbrance on the Property shall be deemed to be in agreement with the matters set forth in this paragraph.

28. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and no modification hereof shall be made except by written agreement executed with the same formality as this Agreement. The parties agree that there are no outstanding agreements of any kind other than are reflected herein and, except as is otherwise specifically provided herein, for the term of the Agreement the Property shall be subject to the laws, ordinances and regulations of the City of Dunedin as they exist as of the date of this Agreement. Any reference in this Agreement to "Developer" contemplates and includes the fee simple title owners of record of the Property their heirs, assigns or successors in title and interest. Any oral agreements, agreements created by written correspondence or any other matter previously discussed or agreed upon between the parties are merged herein.

29. Enforcement. The parties agree that either party may seek legal and equitable remedies for the enforcement of this Agreement, provided however that neither the City nor the Developer may seek or be entitled to any monetary damages from each other as a result of any breach or default of this Agreement. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

Except as provided above, the parties agree that any legislative and quasi-judicial decisions, if any are required, by the City regarding the appropriate land use or other development regulations impacting the Property shall, in no event or under any conditions, give rise to a claim for monetary damages or attorney fees against the City and any claim for such damages or fees by the Developer or its successors or assigns are specifically waived.

30. Execution. The Developer represents and warrants that this Agreement has been executed by those persons having equitable title in the subject Property.

The City represents that the officials executing this Agreement on behalf of the City have the legal authority to do so, that this Agreement has been approved in accordance with the ordinances and Charter of the City and applicable State law, that appropriate approval of this Agreement has been received in a public hearing and that the City Commission of the City of

Dunedin has authorized the execution of this Agreement by the appropriate City officials.

31. Severability. In the event that any of the covenants, agreements, terms, or provisions contained in this Agreement shall be found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall be in no way affected, prejudiced, or disturbed thereby.

32. Estoppel Certificates. Within twenty (20) days after request in writing by either party or any lender, the other party will furnish a written statement in form and substance reasonably acceptable to the requesting party, duly acknowledging the fact that (a) this Development Agreement is in full force and effect, (b) there are no uncured defaults hereunder by City or Developer, if that be the case, and (c) additional information concerning such other matters as reasonably requested. In the event that either party shall fail to deliver such estoppel certificate within such twenty (20) day period, the requesting party shall forward such request directly to the City Manager and the City Attorney or to the Developer with copies to the Developer's general counsel by certified mail, return receipt requested or by Federal Express or other delivery service in which delivery must be signed for. In the case where the Developer is the requesting party, the Developer may in its sole discretion but without obligation, appear at a public meeting and request the estoppel certificate to insure that the City Manager and staff are aware of the request and the Developer may rely on the statement of the City Manager at such public meeting or may request that the City Manager be directed by the City Commission to respond to the estoppel certificate request in a timely manner.

33. Venue. Venue for the enforcement of this Agreement shall be exclusively in Pinellas County, Florida.

34. Default. Upon default or breach of any substantive portion of this Agreement by any party, the non-defaulting party shall provide written notice via overnight, traceable delivery service of the default and opportunity to cure within sixty (60) days to the defaulting party. Upon the failure of the Developer to cure such defaults, the City shall provide notice via overnight traceable delivery service to Developer of its intent to terminate this Agreement on a date not less than sixty (60) days from the date of such notice and upon the expiration of such period, the City, unless ordered otherwise by a court of competent jurisdiction, may revoke the then existing development permits issued by it and the Developer shall have no claim for damages against the City arising from such revocation. Alternatively, the City may proceed in court to obtain any legal or equitable remedies available to it to enforce the terms of this Agreement. In the event of any default or breach of any substantive portion of this Agreement by the City, the Developer may: (i) give written notice via overnight traceable delivery service to the City of said default with an opportunity to cure within sixty (60) days of receipt of such notice. In the event City fails to cure within said time period, the Developer may thereafter proceed in a court of competent jurisdiction to institute proceedings for specific performance or to obtain any other legal or equitable remedy to cure the default of this Agreement by the City. In any litigation arising hereunder, the prevailing party shall be entitled to recover its costs and attorney's fees at mediation, trial and through any appellate proceedings.

35. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid or by Federal Express, UPS, USPS or similar overnight delivery services, addressed as follows:

To the City:

Robert DiSpirito, City Manager
City Hall
City of Dunedin
542 Main Street
Dunedin, Florida 34698

To Developer:

Dunedin Commons, LLC
Richard L. Trzeinski, Registered Agent
3629 Madaca Lane
Tampa, FL 33618

Copy to:

Thomas J. Trask, Esquire, City Attorney
City of Dunedin
Trask Daigneault, LLP
1001 S Fort Harrison Ave., Suite 201
Clearwater, FL 33756

Copy to:

Ed Armstrong, Esquire
Hill Ward Henderson
600 Cleveland Street, Suite 800
Clearwater, FL 33755

Notice shall be deemed to have given upon receipt or refusal.

36. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors and assigns in interest to the parties of this Agreement.

37. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this 17 day of December, 2015.

CITY OF DUNEDIN



ATTEST:
Denise Kirkpatrick
Denise Kirkpatrick, City Clerk

Julie Ward Bujalski
Julie Ward Bujalski, Mayor

APPROVED AS TO FORM:

Robert DiSpirito
Robert DiSpirito, City Manager

Thomas J. Trask
Thomas J. Trask, City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17 day of December, 2015, by **Julie Ward Bujalski**, Mayor of the City of Dunedin, who is personally known to me or has produced a driver's license or as identification.

Courtney Elizabeth Perryman
COURTNEY ELIZABETH PERRYMAN
Commission # FF 146122 Notary Public
Expires July 29, 2018 My Commission Expires:
Bonded Thru Troy Fair Insurance 800-385-7019

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17 day of December, 2015, by **Robert DiSpirito**, City Manager of the City of Dunedin, who is personally known to me or has produced a driver's license or as identification.

Courtney Elizabeth Perryman
Notary Public
My Commission Expires:



DUNEDIN COMMONS LLC, a Florida limited liability company

By: *Richard L. Trzcinski*
Its: Manager

WITNESS:

[Signature]
LOUIE R. FABRIZIO
Print Name

WITNESS:

[Signature]
SCOTT G. RUSSEL Print
Name

STATE OF FLORIDA
COUNTY OF ~~PINELLAS~~ Hillsborough

The foregoing instrument was acknowledged before me this 18th day of December, 2015, by Richard L. Trzcinski of DUNEDIN COMMONS LLC, who is personally known to me or has produced a driver's license or as identification.

Carol Smiddy
Notary Public
My Commission Expires: 8/13/19

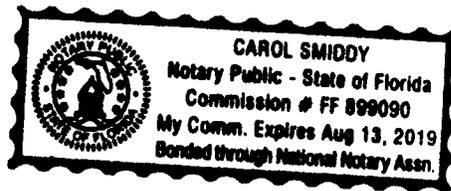


Exhibit "A"

**LEGAL DESCRIPTION OF
DUNEDIN COMMONS LLC PROPERTY**

**as described within attached Certificate of Title entered
September 11, 2009 and recorded in Official Records Book
16702, Pages 2206 through 2213, inclusive, of the Public
Records of Pinellas County, Florida.**

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

Plaintiff.

v.

TPA INVESTMENTS, LLC AND GRADY C.
PRIDGEN III,

Defendants.

Documentary Tax Pd. \$.70¢
\$ _____ Intangible Tax Pd.
Kun Burke, Clerk, Pinellas County
By Shere DeMatteo, Deputy Clerk

Case No. 09-11332-CI-13

UCN:52200 9CA011332 XX CI CI

CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed an Amended Certificate of Sale in this action on August 31, 2009, for the real and personal property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following real and personal property in Pinellas County, Florida, more particularly described in Exhibit "1" or Schedule "1," that follows:

PARCEL 1:

A TRACT OF LAND BEING PART OF THE SW 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE
SW 1/4 OF SAID SECTION 35, PROCEED NORTH 00°17'00" EAST ALONG
THE CENTERLINE OF PATRICIA AVENUE AND THE 40 ACRE LINE,
774.90 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN
DESCRIBED; THENCE SOUTH 88°54'16" EAST 900.0 FEET; THENCE
SOUTH 00°17'00" WEST 313.08 FEET; THENCE NORTH 89°01'07" WEST
899.98 FEET TO A POINT IN SAID CENTERLINE OF PATRICIA AVENUE
AND SAID 40 ACRE LINE; THENCE NORTH 00°17'00" EAST ALONG SAID
CENTERLINE, 314.87 FEET TO THE POINT OF BEGINNING; LESS THE
WEST 50.00 FEET THEREOF DEEDED TO PINELLAS COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST AND RUN THENCE S. 0°17'00" W., 171.0 FEET ALONG THE CENTER-LINE OF PATRICIA AVENUE AND THE 40 ACRE LINE FOR A POINT OF BEGINNING; THENCE CONTINUE S. 0°17'00" W., 400.0 FEET; THENCE S. 88°52'03" E., 900.0 FEET PARALLEL TO THE EAST AND WEST 1/4 SECTION LINE; THENCE N. 0°17'00" W., 400.0 FEET PARALLEL TO THE CENTER-LINE OF SAID PATRICIA AVENUE; THENCE N. 88°52'03" W., 900.0 FEET TO THE POINT OF BEGINNING, LESS THE WEST 50.0 FEET THEREOF DEEDED TO COUNTY OF PINELLAS BY DEED RECORDED IN OFFICIAL RECORDS BOOK 206, PAGE 73, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

AND

PARCEL 2A:

A TRACT OF LAND BEING PART OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 35, PROCEED NORTH 00°17'00" EAST ALONG THE CENTERLINE OF PATRICIA AVENUE AND THE 40 ACRE LINE, 774.90 FEET; THENCE SOUTH 88°54'16" EAST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 00°17'00" EAST 0.95 FEET; THENCE SOUTH 88°54'03" EAST 849.99 FEET; THENCE SOUTH 00°17'00" WEST 0.94 FEET; THENCE NORTH 88°54'16" WEST 850.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PARCEL OF LAND LOCATED IN SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35, ALSO BEING A POINT IN THE CENTER LINE OF PATRICIA AVENUE, RUN SOUTH 88°52'03" EAST ALONG THE EAST WEST CENTERLINE OF SAID SECTION 35, 50.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE SAID PATRICIA AVENUE FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°52'03" EAST ALONG THE SAID EAST WEST

CENTERLINE OF SECTION 35, 693.64 FEET; THENCE NORTH 0°09'32" EAST 130.02 FEET; THENCE SOUTH 88°52'03" EAST 368.07 FEET; THENCE SOUTH 42°41'13" EAST 73.39 FEET; THENCE SOUTH 47°18'47" WEST 216.49 FEET; THENCE ALONG A CURVE TO THE RIGHT, CHORD BEARING SOUTH 61°48'17" WEST CHORD DISTANCE 200.41 FEET ARC DISTANCE 202.57 FEET RADIUS 400.00 FEET; THENCE NORTH 88°52'03" WEST 499.35 FEET; THENCE NORTH 0°09'32" EAST 141.02 FEET; THENCE NORTH 88°52'03" WEST 277.11 FEET TO A POINT ON THE SAID EASTERLY RIGHT OF WAY OF PATRICIA AVENUE; THENCE NORTH 0°09'32" EAST ALONG SAID RIGHT OF WAY 30.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 5919, PAGE 18, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

OVERALL LEGAL DESCRIPTION (PARCELS 1, 2, 2A & 3, "OVERALL LEGAL DESCRIPTION"):

A TRACT OF LAND BEING PART OF THE SW 1/4 AND THE NW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35 TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, ALSO BEING A POINT IN THE CENTER LINE OF PATRICIA AVENUE RUN SOUTH 88°52'03" EAST ALONG THE EAST WEST CENTERLINE OF SAID SECTION 35, 50.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SAID PATRICIA AVENUE; THENCE CONTINUE SOUTH 88°54'03" EAST ALONG THE SAID EAST WEST CENTERLINE OF SECTION 35, 652.67 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°54'03" EAST ALONG SAID EAST WEST CENTERLINE OF SAID SECTION 35, 377.37 FEET; THENCE SOUTH 47°16'47" WEST, A DISTANCE OF 105.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 202.57 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 29°00'56", AND A CHORD WHICH BEARS SOUTH 61°46'17" WEST A DISTANCE OF 200.41 FEET; THENCE SOUTH 88°54'03" EAST 73.03 FEET; THENCE SOUTH 00°17'00" WEST 714.02 FEET; THENCE NORTH 89°01'07" WEST 849.97 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF PATRICIA AVENUE; THENCE NORTH 00°17'00" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 715.72 FEET; THENCE SOUTH 88°54'03" EAST 277.59 FEET; THENCE NORTH 00°07'32" EAST 131.02 FEET; THENCE SOUTH 88°54'11" EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 815.00 FEET; THENCE EASTERLY ALONG THE ARC OF

SAID CURVE A DISTANCE OF 185.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°02'43", AND A CHORD WHICH BEARS NORTH 84°34'22" EAST, A DISTANCE OF 185.16 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 735.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 167.34 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°02'41", AND A CHORD WHICH BEARS NORTH 84°34'23" EAST; A DISTANCE OF 166.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE SOUTH 89 DEGREES 01'07" EAST, 1,333.79 FEET; THENCE NORTH 00 DEGREES 08'48" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 490.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 03'43" WEST, 137.37 FEET; THENCE SOUTH 51 DEGREES 59'27" WEST, 306.65 FEET; THENCE NORTH 89 DEGREES 01'07" WEST, 101.21 FEET; THENCE NORTH 00 DEGREES 17'00" EAST, 373.08 FEET; THENCE NORTH 00 DEGREES 15'39" EAST, 399.97 FEET; THENCE NORTH 88 DEGREES 25'37" WEST, 73.10 FEET; THENCE A CURVE TO THE RIGHT WITH A RADIUS OF 400.00 FEET; DELTA ANGLE OF 29 DEGREES 00'37", CHORD OF 200.37 FEET, ARC OF 202.5309 FEET; TANGENT OF 103.49 FEET; CHORD BEARING NORTH 61 DEGREES 50'46" EAST, THENCE NORTH 47 DEGREES 18'47" EAST, 104.85 FEET; THENCE SOUTH 88 DEGREES 53'24" EAST, 250.94 FEET; THENCE SOUTH 00 DEGREES 08'48" WEST, 852.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF DUNEDIN, AS DESCRIBED IN QUIT CLAIM DEEDS AS RECORDED IN OFFICIAL RECORDS BOOK 5183, PAGE 166 AND OFFICIAL RECORDS BOOK 5183, PAGE 175, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE

15 EAST; THENCE SOUTH 89 DEGREES 01'07" EAST, 1,333.79 FEET; THENCE NORTH 00 DEGREES 08'48" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 490.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 41 DEGREES 03'43" WEST, 137.37 FEET; THENCE SOUTH 51 DEGREES 59'27" WEST, 306.65 FEET; THENCE NORTH 89 DEGREES 01'07" WEST 101.21 FEET; THENCE NORTH 00 DEGREES 17'00" EAST 373.08 FEET; THENCE NORTH 00 DEGREES 15'39" EAST, 399.97 FEET; THENCE NORTH 88 DEGREES 25'37" WEST, 73.10 FEET; THENCE A CURVE TO THE RIGHT WITH A RADIUS OF 400.00 FEET; DELTA ANGLE OF 29 DEGREES 00'37", CHORD OF 200.37 FEET; ARC OF 202.5309 FEET; TANGENT OF 103.49 FEET; CHORD BEARING NORTH 61 DEGREES 50'48" EAST; THENCE NORTH 47 DEGREES 18'47" EAST, 104.85 FEET; THENCE SOUTH 88 DEGREES 53'24" EAST, 250.94 FEET; THENCE SOUTH 00 DEGREES 08'48" WEST, 852.30 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF DUNEDIN, AS DESCRIBED IN QUITCLAIM DEEDS AS RECORDED IN OFFICIAL RECORDS BOOK 5183, PAGE 166 AND OFFICIAL RECORDS BOOK 5183, PAGE 175 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING PORTION THEREOF:

A TRACT OF LAND LYING IN THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, CITY OF DUNEDIN, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; RUN THENCE SOUTH 89°01'07" EAST A DISTANCE OF 1,333.79 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE NORTH 00°08'48" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35 A DISTANCE OF 490.98 FEET; THENCE NORTH 41°03'43" WEST A DISTANCE OF 137.37 FEET (N 41°48'44" W, 136.47 FEET (F)) TO THE SOUTHERLY RIGHT OF WAY LINE OF SCOTSDALE AVENUE AS MONUMENTED; THENCE SOUTH 51°59'27" WEST A DISTANCE OF 306.65 FEET (306.15 FEET (F)); THENCE NORTH 89°01'07" WEST A DISTANCE OF 101.21 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN NORTH 00°17'00" EAST A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SCOTSDALE AVENUE; THENCE NORTH 00°17'42" EAST A DISTANCE OF 314.05 FEET; THENCE NORTH 00°16'21" EAST A DISTANCE OF 399.97 FEET; THENCE NORTH 88°54'05" WEST A DISTANCE OF 73.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A

DISTANCE OF 57.40 FEET THROUGH A CENTRAL ANGLE OF 08°13'17" (SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 72°10'04" EAST A CHORD DISTANCE OF 57.35 FEET) TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 400.00 FEET, A DISTANCE OF 145.17 FEET THROUGH A CENTRAL ANGLE OF 20°47'39" (SAID CURVE SUBTENDED BY A CHORD BEARING NORTH 57°39'36" EAST A CHORD DISTANCE OF 144.38 FEET); THENCE NORTH 47°16'45" EAST A DISTANCE OF 105.17 FEET; THENCE SOUTH 88°54'05" EAST A DISTANCE OF 199.50 FEET; THENCE SOUTH 00°05'58" WEST A DISTANCE OF 152.40 FEET; THENCE NORTH 88°54'05" WEST A DISTANCE OF 398.52 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE SOUTH 30 FEET OF THE EAST 300 FEET OF THE WEST 350 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

PARCEL 6:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35 AS A POINT OF REFERENCE; RUN THENCE SOUTH 88°52'03" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'32" EAST, A DISTANCE OF 130.02 FEET; THENCE SOUTH 88°52'03" EAST A DISTANCE OF 335.07 FEET; THENCE SOUTH 00°09'32" WEST A DISTANCE OF 130.02 FEET TO A POINT ON THE SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35; THENCE NORTH 88°52'03" WEST A DISTANCE OF 335.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4884, PAGE 621, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, THENCE RUN SOUTH 88 DEGREES 52'03" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 35, A DISTANCE OF 669.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00

DEGREES 09'32" EAST 130.02 FEET; THENCE SOUTH 88 DEGREES 52'03" EAST 16.08 FEET; THENCE RUN SOUTH 00 DEGREES 09'32" WEST 130.02 FEET; THENCE NORTH 88 DEGREES 52'03" WEST 16.08 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS FOR INGRESS AND EGRESS BENEFITING PARCEL 6 ABOVE AS MORE PARTICULARLY SET FORTH AND DESCRIBED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED IN O.R. BOOK 12154, PAGE 117, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

DESCRIPTION OF PERSONAL AND OTHER PROPERTY

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Schedule 1 attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "Subject Property"); together with all rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Subject Property; all advance payments of insurance premiums made by Debtor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof;

together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

WAS SOLD TO: WELLS FARGO BANK NATIONAL ASSOCIATION
WHOSE ADDRESS IS: CARLTON FIELDS PA P O BOX 2861 ST PETERSBURG FL 33731

WITNESS my hand and the seal of this Court on September 11, 2009.

KEN BURKE,
Clerk of Circuit Court

By: *Anne Shirell*
Deputy Clerk

Copies to:

Lee H. Rightmyer, Esq.
Carlton Fields, P.A.
P.O. Box 2861
St. Petersburg, Florida 33731-2861

Camille Iurillo, Esq.
Iurillo & Associates P.A.
600 First Avenue North, Suite 308
St. Petersburg, FL 33701-3609

UNOFFICIAL

Exhibit "B"

**LEGAL DESCRIPTION OF
CITY PROPERTY**

as described within attached Quit Claim Deed entered January 2, 1985 and recorded in Official Records Book 5919, Pages 18 through 20, inclusive, of the Public Records of Pinellas County, Florida.

This Indenture.

Wherever used herein, the term "party" shall include the heirs, personal representatives, executors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "acts" shall include all the acts herein described, if more than one.

Made this 2nd day of January, A. D. 1985

Between **A.C. NIELSEN COMPANY**

a corporation existing under the laws of the State of Delaware party of the first part, and

THE CITY OF DUNEDIN, FLORIDA, a Florida municipal corporation, of the County of Pinellas and State of Florida party of the second part,
750 Tellico Lake Blvd. Dunedin Fl. 33528

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Pinellas State of Florida, to wit:

15 15474559 46 22 JAN 85
13.00
0.45
13.45 CHX

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO the lien of County taxes for the year 1984 and subsequent years.

SUBJECT TO easements and restrictions of record.

13.45
45
13.45
Saracino

JAN 22 4 52 PM '85
Keller & Associates
CREAT. & RECORDS DIVISION

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its the day and year above written.

(Corporate Seal)

A.C. NIELSEN COMPANY

By [Signature] Vice President.

Attest: [Signature] Assistant Secretary

Signed, Sealed and Delivered in Our Presence:

SW 35V
241 A

BELTREES R/W

This instrument was prepared by: JOHN G. HUBBARD, ESQ.
P.O. Box 1178
Dunedin, FL 33528-1178
RETURN TO:

State of ILLINOIS
County of _____

D.P. 5919 PAGE 19

I Hereby Certify, That on this 2nd day of January A. D. 1985,
before me personally appeared W. N. Fleischman Vice President and
James H. Carter, Jr. , respectively President and Assistant Secretary
of A.C. NIELSEN COMPANY , a corporation
under the laws of the State of Delaware , to me known to be the
persons described in and who executed the foregoing conveyance to

THE CITY OF DUNEDIN, FLORIDA, a Florida municipal corporation,
and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

Witness my signature and official seal at Northbrook
in the County of Cook and State of Illinois the day and
year last aforesaid.

My Commission Expires April 4 1987 Patricia Kitter
Notary Public

Date

TO

Quitclaim Deed
FROM CORPORATION

DESCRIPTION: PARCEL 1

Section____, Township____South, Range____East

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 50.00 feet to a point on the Easterly Right-of-Way of Patricia Avenue for a Point of Beginning. Thence continue S 88°-52'-03" E, 652.04 feet; thence by the arc of a curve to the Southwest, having a radius of 735.00 feet, an arc of 167.34 feet, a chord of 166.74 feet, chord bearing S 84°-36'-31" W, to a Point of Reverse curve; thence along an arc of curve to the right, having a radius of 815.00 feet, an arc of 185.56 feet, a chord of 185.16 feet, chord bearing S 84°-36'-31" W, thence N 88°-52'-03" W, 25.00 feet, thence N 0°-09'-32" E, 10.00 feet; thence N 88°-52'-03" W, 277.11 feet to a point on the easterly Right-of-Way of Patricia Avenue; thence N 0°-09'-32" E, 30.00 feet to the Point of Beginning.

O.P. 5919 PAGE 20

Contains 0.36 acres ±

DESCRIPTION: PARCEL 2

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 743.64 feet for a Point of Beginning; thence N 0°-09'-32" E, 80.00 feet; thence S 88°-52'-03" E, 415.21 feet; thence S 42°-41'-13" E, 4.07 feet; thence S 47°-18'-47" W, 111.28 feet; thence N 88°-52'-03" W, 336.38 feet to the Point of Beginning.

Contains 0.69 acres ±

DESCRIPTION: PARCEL 3

Commence at the Northwest corner of the Northeast 1/4, of the Southwest 1/4, of Section 35, Township 28 South, Range 15 East, and run S 88°-52'-03" E, 743.64 feet; thence N 0°-09'-32" E, 80.00 feet for a Point of Beginning; thence continue N 0°-09'-32" E, 50.02 feet; thence S 88°-52'-03" E, 368.07 feet; thence S 42°-41'-13" E, 69.32 feet; thence N 88°-52'-03" W, 415.21 feet to the Point of Beginning.

Contains 0.45 acres ±

Exhibit "A"

Exhibit "C"

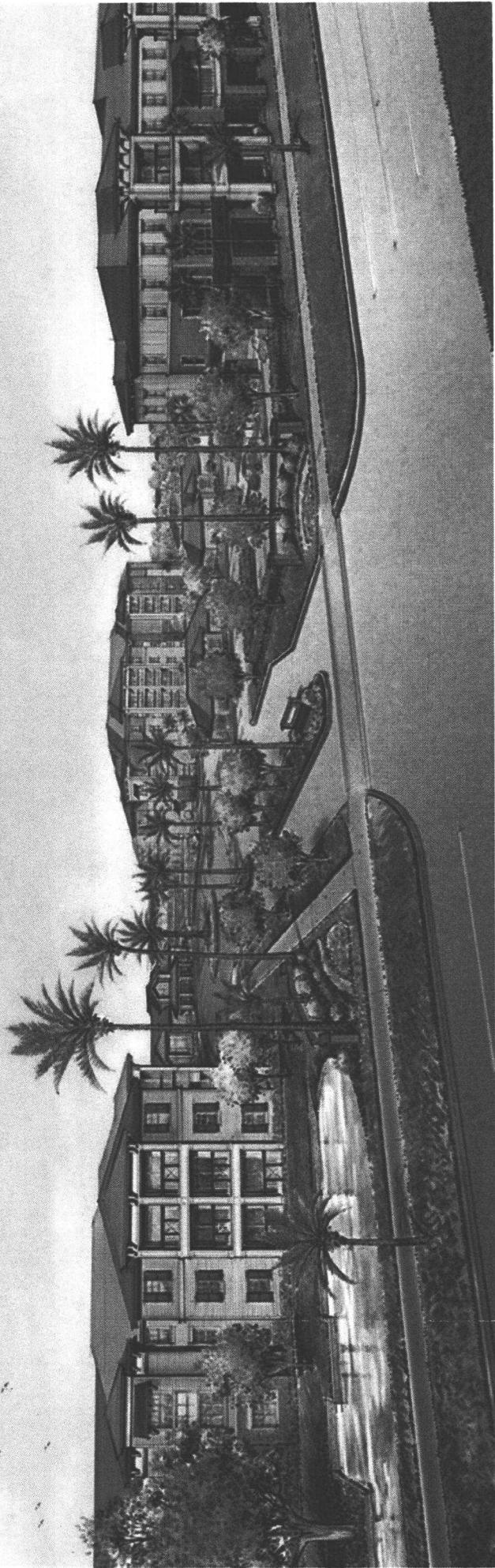
ARCHITECTURAL RENDERINGS

DATED SEPTEMBER 25, 2015



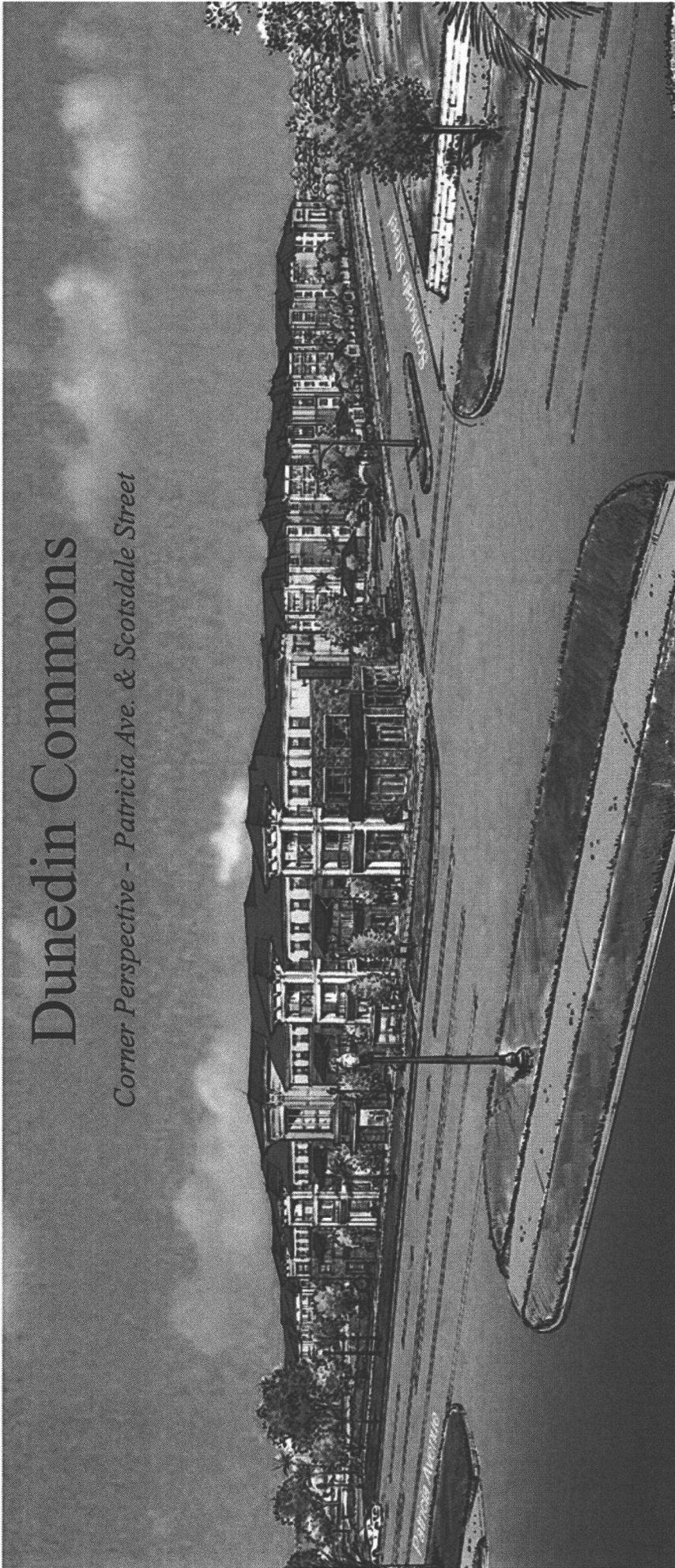
Dunedin Commons

PRICA
GROUP ONE, INC.



Dunedin Commons

Corner Perspective - Patricia Ave. & Scotsdale Street



FORUM

745 Oriole Avenue • Suite 1121 • Allamonte Springs, FL 32701
407.830.1400 • www.ForumArchitecture.com • AN02791

Site Perspective & Section Renderings

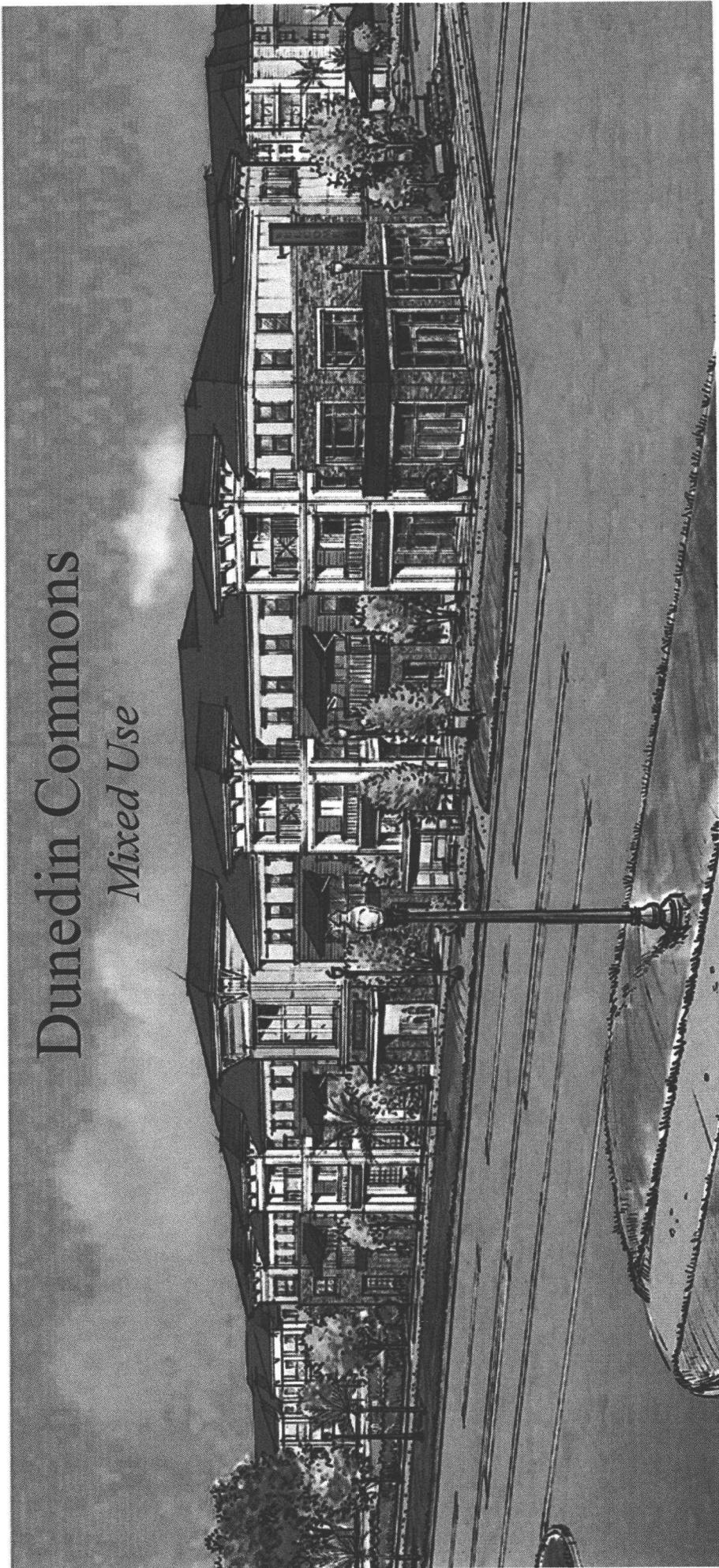
DUNEDIN COMMONS

02 SEP 2015 • Dunedin, FL

PRIMICA
GROUP ONE, INC.

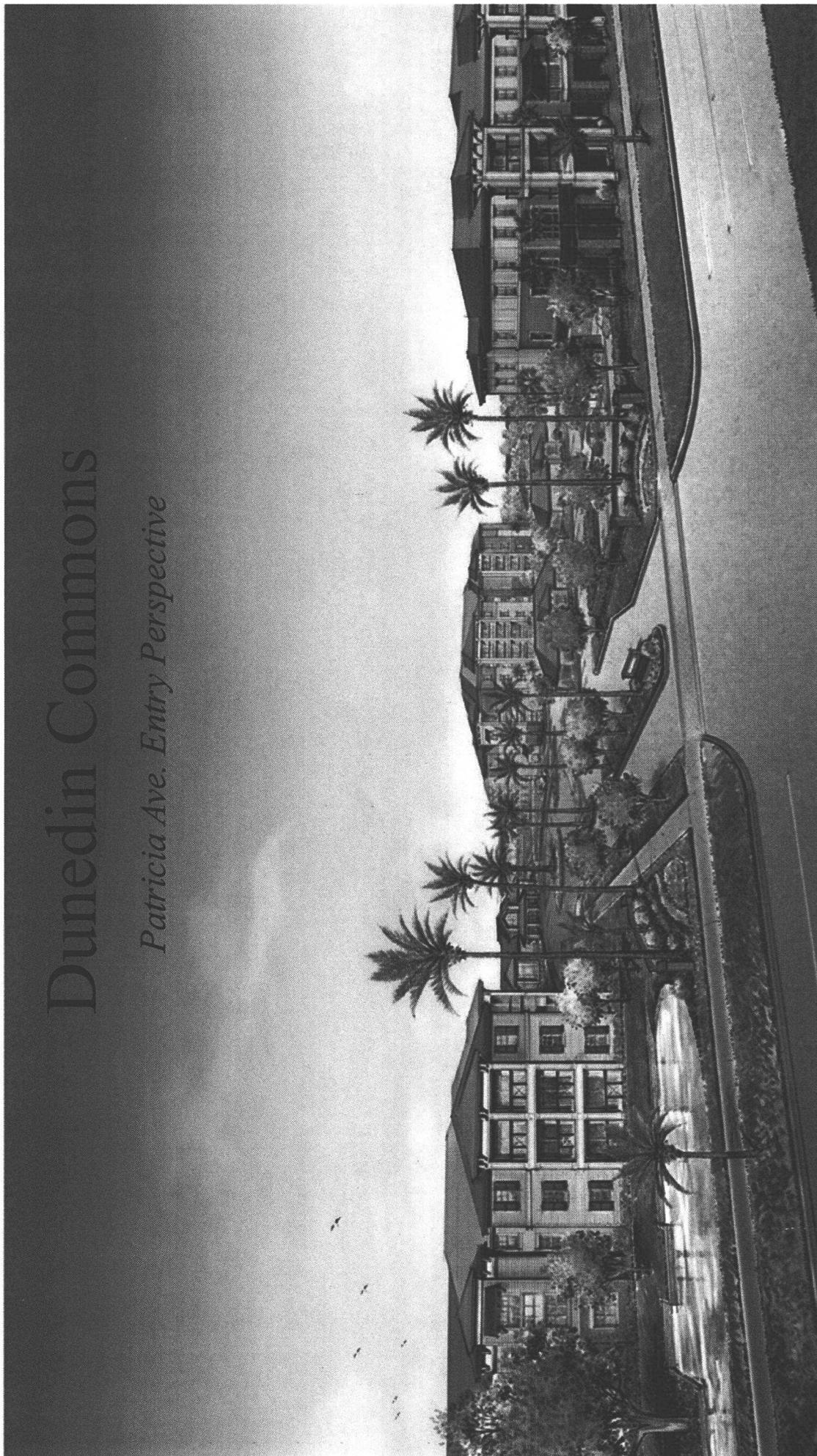
Dunedin Commons

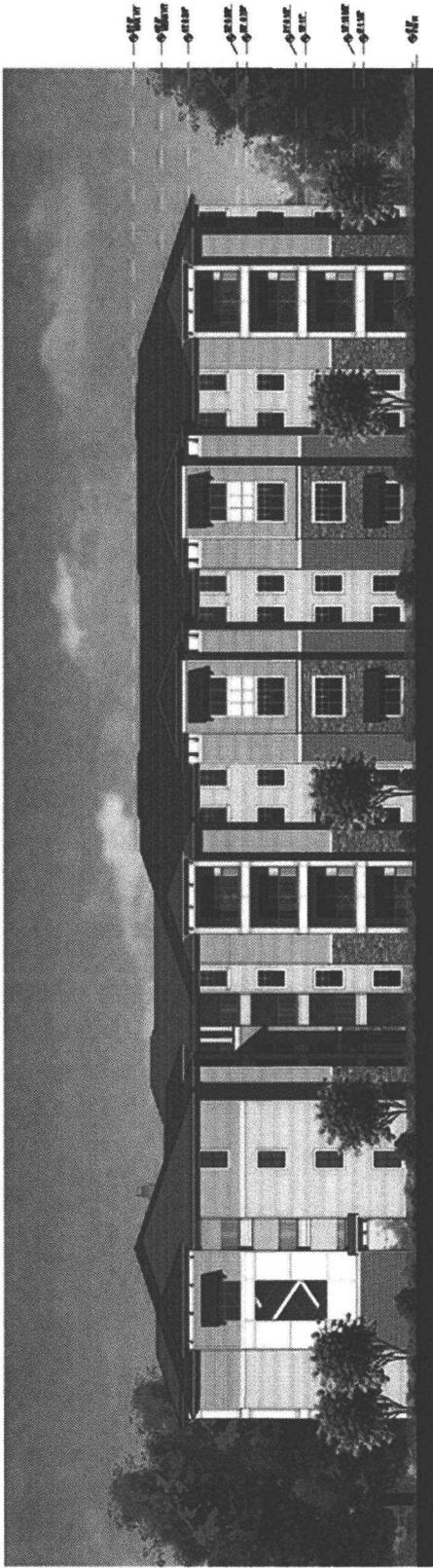
Mixed Use



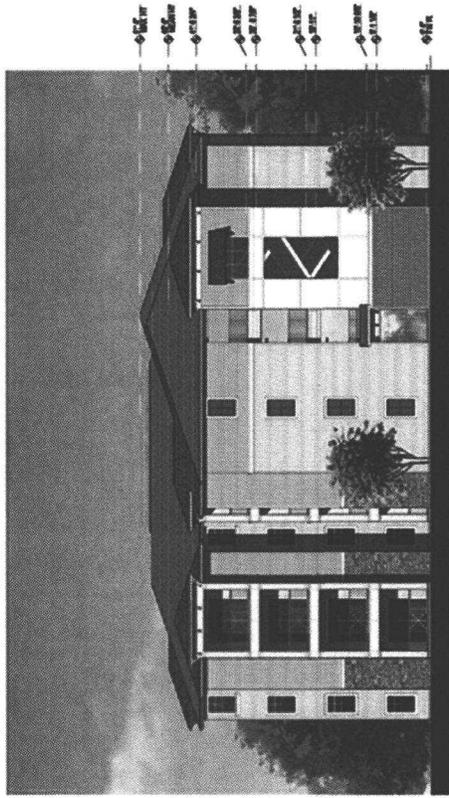
Dunedin Commons

Patricia Ave. Entry Perspective

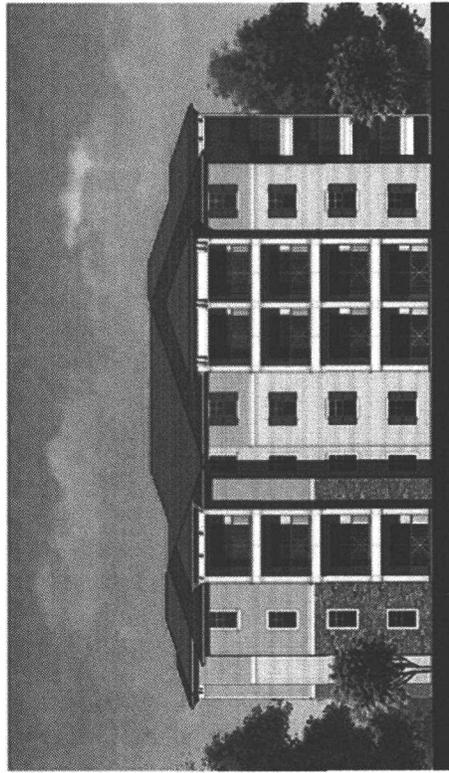




Building Type II - Front Elevation



Building Type II - Side Elevation



Building Type II - Color Elevation

DUNEDIN COMMONS

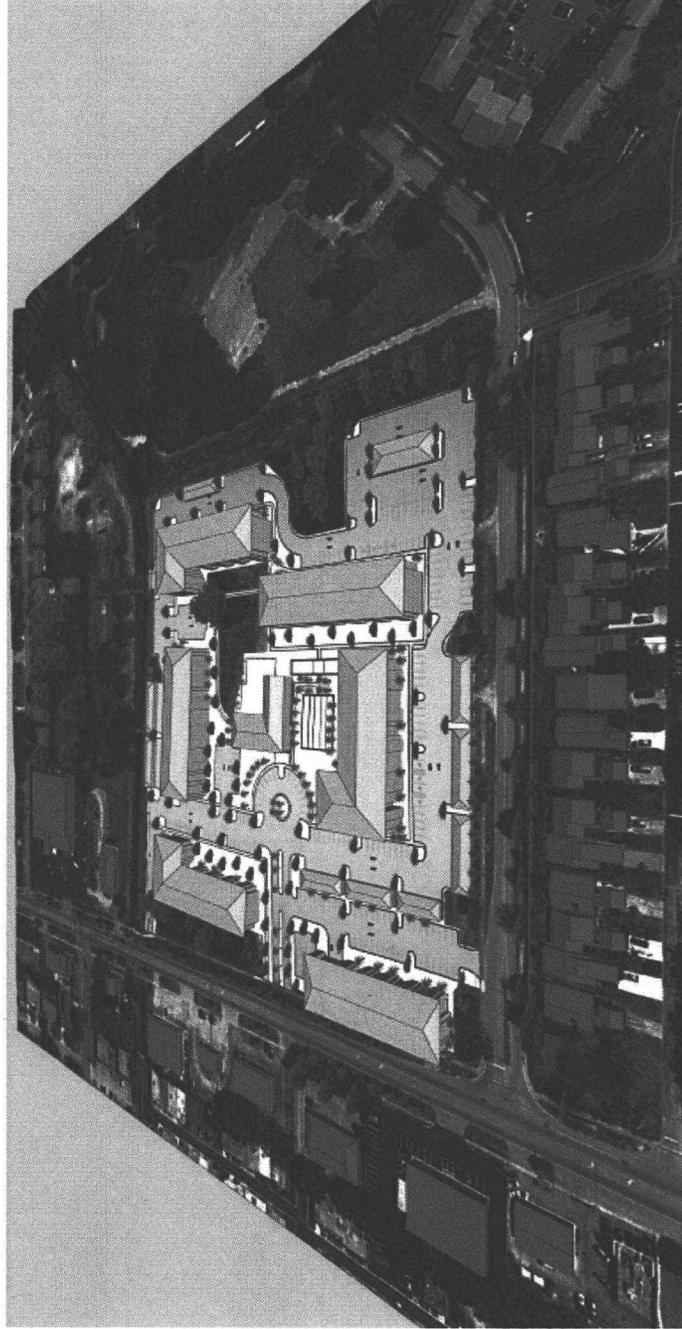
PRIMEICA

Color Elevations

FORUM

Community Meeting – 9/29/15

PRICA
GROUP ONE, INC.



Community Meeting – 9/29/15

PRICA
GROUP ONE, INC.



Exhibit "D"

FINAL SITE PLAN

DATED SEPTEMBER 2, 2015

CONCEPTUAL SITE PLANS FOR DUNEDIN COMMONS

PARCEL ID: 35-28-15-00000-310-0400
PINELLAS COUNTY, FLORIDA
PRIMERICA GROUP ONE

3629 Madaca Lane
Tampa, Florida 33618

DEVELOPMENT DESCRIPTION

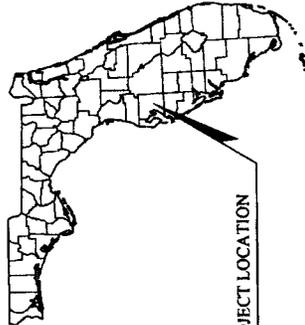
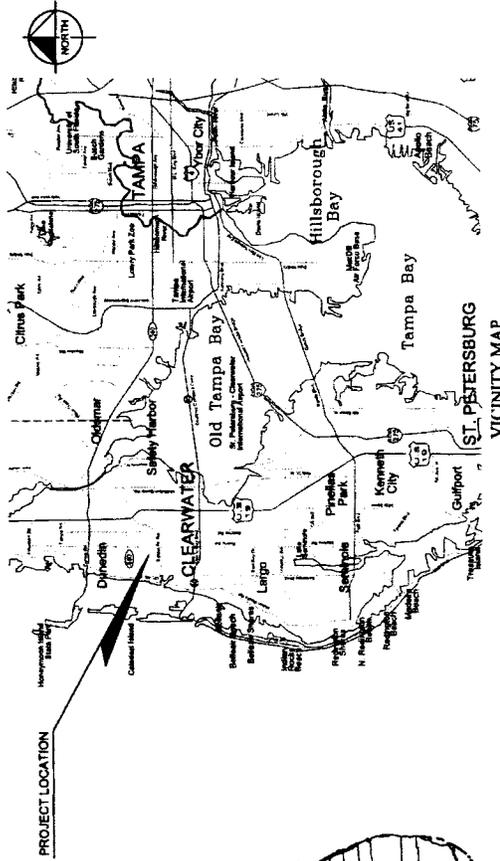
- SITE DATA**
- TOTAL SITE AREA: 24.74 AC
 - ADDRESS: 3629 MADACA AVENUE, DUNEDIN, FL 34608
 - PROPOSED USE: APARTMENT HOMES (280 UNITS), TOWNHOMES (66 UNITS), RETAIL (7,200 SF), OFFICE / TEC / PARK (4.10 ACRES)
 - FLOOD ZONE: X

USE CATEGORY	AREA (SQ FT)	APPROXIMATE UNITS	APPROXIMATE RETAIL	PROPOSED RETAIL	PROPOSED OFFICE	PROPOSED PARK
APARTMENT HOMES	280,000	280	0	0	0	0
TOWNHOMES	66,000	66	0	0	0	0
RETAIL	7,200	0	7,200	7,200	0	0
OFFICE / TEC / PARK	4,100	0	0	0	0	4,100
TOTAL	353,300	346	7,200	7,200	0	4,100

BASED ON REQUIREMENTS

- REQUIRED PARKING:
 - APARTMENT UNITS: 1 SPACES/UNIT (MIN) 2 SPACES/UNIT (MAX)
 - TOWNHOME UNITS: 1 SPACES/UNIT (MIN) 2 SPACES/UNIT (MAX)
 - RETAIL: 6 SPACES/1000 SF
- APARTMENT UNITS: 280 X 1 = 280 SPACES (MIN) / 560 SPACES (MAX)
- TOWNHOME UNITS: 66 X 1 = 66 SPACES (MIN) / 132 SPACES (MAX)
- RETAIL: 7,200 SF / 1000 X 8 = 43 SPACES
- 379 MIN SPACES REQUIRED / 728 MAX SPACES ALLOWED
- PROVIDED PARKING:
 - APARTMENTS = 522 (INC. 21 UNDER BLDG AND 21 ADA)
 - TOWNHOMES = 112 (56 IN GARAGES / 56 IN DRIVEWAYS)
 - RETAIL = 43 (INC. 2 ADA)
- TOTAL PARKING PROVIDED = 677 SPACES (APTS, TOWNH & RETAIL)

ISSUED FOR: CONCEPTUAL SITE PLAN SUBMITTAL



INDEX	
SHEET	DESCRIPTION
001	COVER SHEET
002	CONCEPTUAL SITE PLAN

NO.	DATE	DESCRIPTION

Engineering ~ Environmental
Water Resource
4200 W. Littleton Ave.
Tampa, Florida 33609
Phone: 813.285.1100 Fax: 813.285.6810



ISSUED FOR: PERMITTING
SECTION: 22
DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: [blank]



PREPARED BY
WRA
Engineering ~ Environmental
Water Resource
4200 W. Littleton Avenue
Tampa, Florida 33609
Phone: 813.285.1100 Fax: 813.285.6810
www.wraengineering.com

811
CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
www.811.com

Exhibit "E"

LEGAL DESCRIPTION OF UTILITY EASEMENTS

as described within attached Drainage/Utility Easement entered September 29, 2015 and recorded in Official Records Book 18944, Pages 1158 through 1160 of the Public Records of Pinellas County, Florida.

DRAINAGE/UTILITY EASEMENT

375 Patricia Avenue
(Address)

THIS INDENTURE, made and entered into this 29th day of September, 2015 between **WELLS FARGO BANK, NATIONAL ASSOCIATION** hereinafter called the Grantor(s) and the **CITY OF DUNEDIN**, its successors and assigns, hereinafter called the Grantee,

WITNESSETH

That for and in consideration of the premises, the sum of One Dollar (\$1.00) and other valuable consideration, the Grantor(s) herein do hereby grant, bargain, sell and convey unto the Grantee, its successors, and assigns, a non-exclusive easement solely for drainage purposes and/or utility right-of-way purposes, incidental purposes by way of illustration, but not limitation, for the furnishing and laying of underground drainage, water, sewer, gas, telephone, cable TV, or electrical lines, on the land, over along and across the following described real property, situated, lying and being in the County of Pinellas, State of Florida, more particularly described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD THE same in perpetuity together with all necessary rights and privileges incidental to the use and enjoyment of such easement and the installation, maintenance and protection of installations made thereon.

IN WITNESS WHEREOF, the Grantor(s) have set their hands and seals the day and year first hereinabove set forth.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Erin H. Acton
Printed Name of Witness

[Signature]
Witness

ROUND K. CALL
Printed Name of Witness

WELLS FARGO BANK, NATIONAL ASSOCIATION

Susan G. Moore
Signature of Grantor

SUSAN G. MOORE
Printed Name of Grantor

Prepared By:
Engineering Division
City of Dunedin
P. O. Box 1348
Dunedin, Florida 34697-1348
Phone (727) 298-3000

STATE OF FLORIDA)
COUNTY OF ~~PINELLAS~~ Duval

The foregoing instrument was acknowledged before me this 29th day of September, 2015 by Susan G. Moore, whom personally known to me or who has produced _____ (type of identification) as identification and who executed the foregoing instrument.

Carray Young
(Signature of Person taking acknowledgements)

(Name of Officer taking acknowledgement - typed, printed or stamped)

(SEAL)

CARRAY YOUNG
Notary Public, State of Florida
My Comm. Expires Feb. 4, 2017
Commission No. EE 852371

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015288346 10/05/2015 at 02:59 PM
OFF REC BK: 18944 PG: 1158-1160
DocType: EAS RECORDING: \$27.00

EXHIBIT "A"

EASEMENT #1

COMMENCE AT NORTHWEST CORNER OF NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 35 TOWNSHIP 28 SOUTH RANGE 15 EAST AND RUN THENCE SOUTH 88°52'03" EAST, 50.01 FEET; THENCE SOUTH 0°09'32" WEST, 30.01 FEET; THENCE SOUTH 88°52'03" EAST, 277.11 FEET; THENCE SOUTH 0°09'32" WEST, 9.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'03" EAST, 25.00 FEET; THENCE SOUTH 0°09'32" WEST, 131.52 FEET; THENCE NORTH 88°52'03" WEST, 25.00 FEET; THENCE NORTH 0°09'32" EAST, 131.52 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF "PARCEL 3" IN A LEGAL DESCRIPTION FOUND IN OFFICIAL RECORD BOOK 16702, PAGE(S) 2206-2212, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EASEMENT #2

THE EASTERLY 25.00 FEET OF THE WESTERLY 350.00 FEET OF THE SOUTHERLY 30.00 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST.

BEING A PORTION OF "PARCEL 5" IN A LEGAL DESCRIPTION FOUND IN OFFICIAL RECORD BOOK 16702, PAGE(S) 2206-2212, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EASEMENT #3

THE WESTERLY FIFTEEN (15.00) FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 35 AS THE POINT OF REFERENCE: RUN THENCE SOUTH 88°52'03" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35 A DISTANCE OF 350.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°09'32" EAST, A DISTANCE OF 130.02 FEET; THENCE SOUTH 88°52'03" EAST, A DISTANCE OF 335.07 FEET; THENCE SOUTH 00°09'32" WEST, A DISTANCE OF 130.02 FEET TO A POINT ON THE SAID SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35; THENCE NORTH 88°52'03" WEST, A DISTANCE OF 335.07 FEET TO THE POINT OF BEGINNING.

EASEMENT #3 CONT.

LESS AND EXCEPT LANDS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4884, PAGE 621 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, THENCE RUN SOUTH 88°52'03" EAST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 35, A DISTANCE OF 669.00 FEET FOR THE POINT OF BEGINNING; THENCE RUN NORTH 00°09'32" EAST, 130.02 FEET; THENCE SOUTH 88°52'03" EAST, 16.08 FEET; THENCE RUN SOUTH 00°09'32" WEST, 130.02 FEET; THENCE NORTH 88°52'03" WEST, 16.08 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF "PARCEL 6" IN A LEGAL DESCRIPTION FOUND IN OFFICIAL RECORD BOOK 16702, PAGE(S) 2206-2212, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

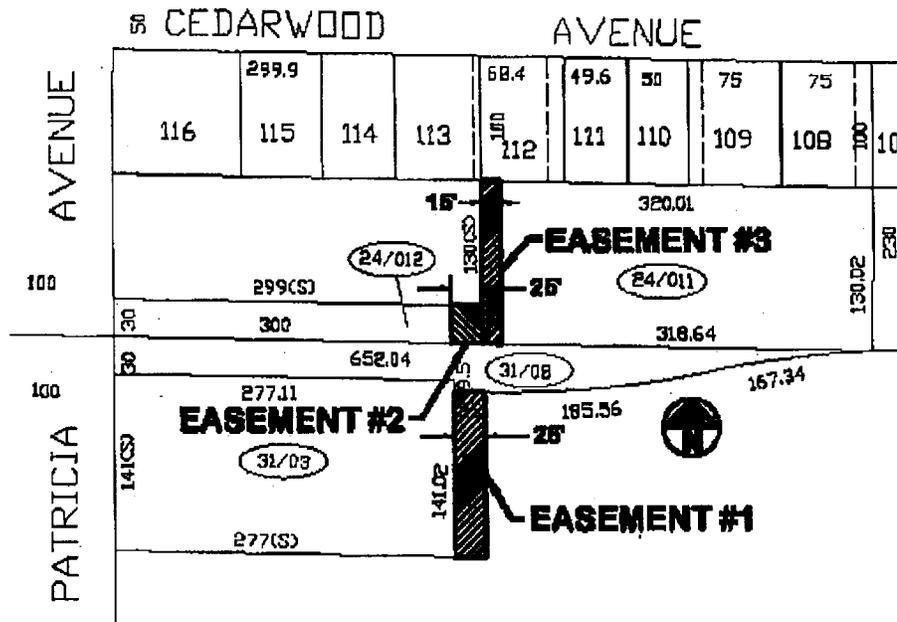
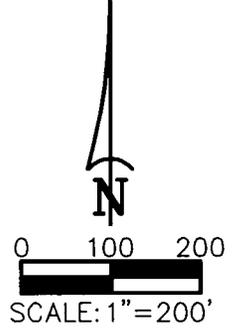


Exhibit "F"

**LEGAL DESCRIPTION OF
TWO (2) WELL SITES**

SECTION 35, TOWNSHIP 28S, RANGE 15E
 PINELLAS COUNTY, FLORIDA
 PROJECT NUMBER 4512-01



C U R V E T A B L E				
CURVE	ARC	RADIUS	DELTA	CHORD BEARING & LENGTH
C2	136.10'	200.00'	38°59'24"	S71°29'10"W, 133.49'

PATRICIA AVENUE
 EAST R/W LINE

POB A

N89°01'18"W 667.68' NORTH R/W LINE
 SCOTSDALE STREET

POB B
 S51°59'27"W 312.93'
 SOUTH R/W LINE
 N53°20'38"W 622.27'

LEGEND
 COR = CORNER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY

POC
 SW COR, NE 1/4,
 SW 1/4, SEC 35

SOUTH LINE, NE 1/4, SW 1/4, SEC 35
 S89°01'18"E 1332.95'

SE COR, NE 1/4,
 SW 1/4, SEC 35

N00°08'48"E 665.43'
 NORTH/SOUTH CENTERLINE, SEC 35

NOT A SURVEY

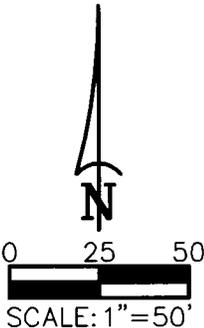
SHEET 1 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H: \JN\4512\DWG\4512SD WELLS.DWG			

PATRICIA AVENUE
 WELL EASEMENT

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

SECTION 35, TOWNSHIP 28S, RANGE 15E
 PINELLAS COUNTY, FLORIDA
 PROJECT NUMBER 4512-01

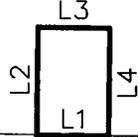


LEGEND

COR = CORNER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	N89°01'18"W
L2	30.00	N00°58'35"E
L3	20.00	S89°01'18"E
L4	30.00	S00°58'35"W

PATRICIA AVENUE



NORTH R/W LINE

SCOTSDALE STREET

SOUTH R/W LINE

NOT A SURVEY

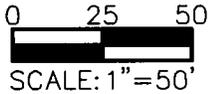
SHEET 2 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H: \JN\4512\DWG\4512SD WELLS.DWG			

PATRICIA AVENUE
 WELL EASEMENT

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

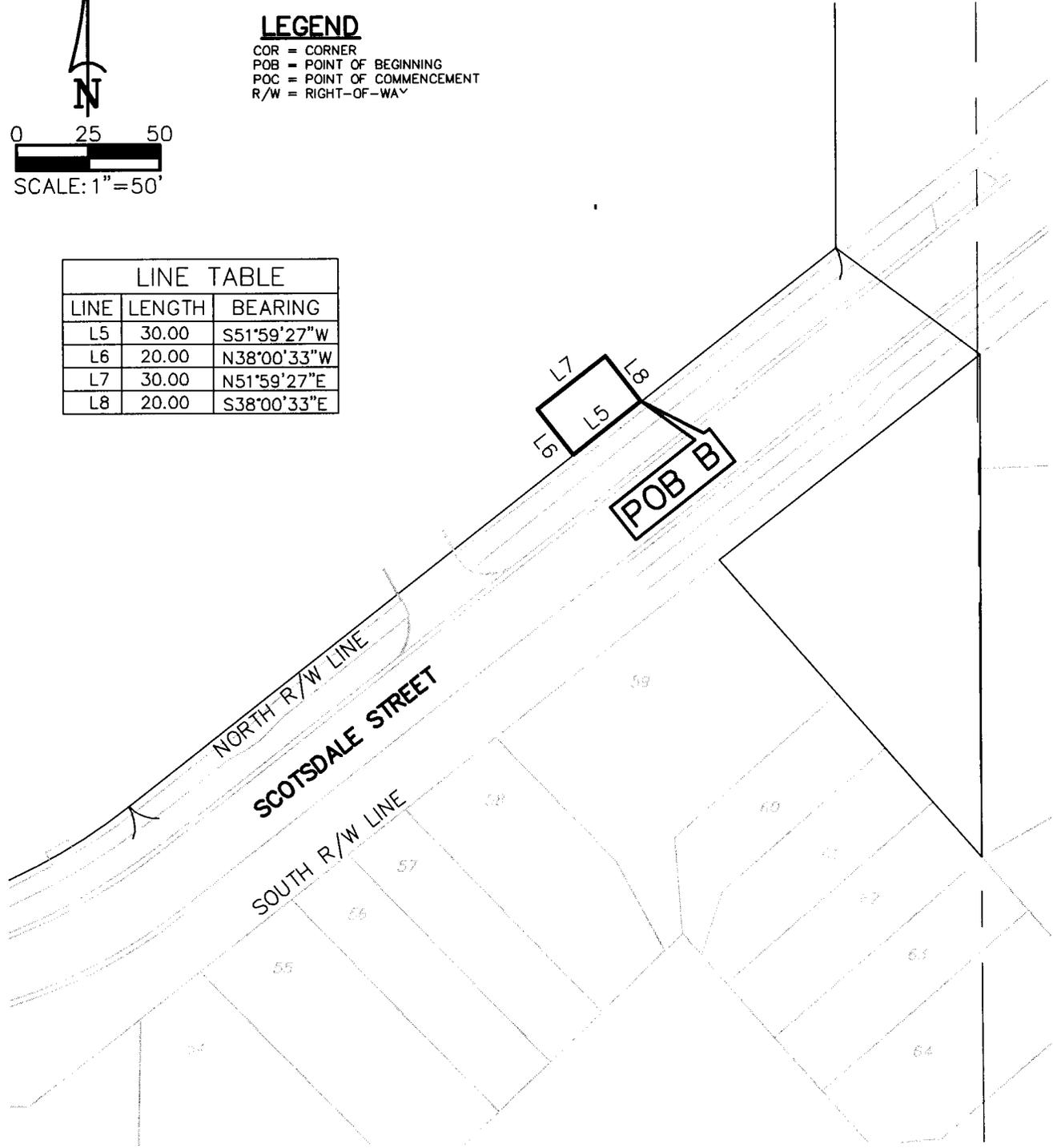
SECTION 35, TOWNSHIP 28S, RANGE 15E
 PINELLAS COUNTY, FLORIDA
 PROJECT NUMBER 4512-01



LEGEND

COR = CORNER
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT
 R/W = RIGHT-OF-WAY

LINE TABLE		
LINE	LENGTH	BEARING
L5	30.00	S51°59'27"W
L6	20.00	N38°00'33"W
L7	30.00	N51°59'27"E
L8	20.00	S38°00'33"E



NOT A SURVEY

SHEET 3 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H: \JN\4512\DWG\4512SD WELLS.DWG			

PATRICIA AVENUE
WELL EASEMENT



POLARIS ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113

DESCRIPTION

A PORTION OF LAND LYING AND BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, S89°01'18"E, 1332.95 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35, N00°08'48"E, 665.43 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE N.53°20'38"W., 62.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) S.51°59'27"W., 312.93 FEET TO A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET; (2) THENCE WESTERLY ALONG SAID CURVE 136.10 FEET, THROUGH A CENTRAL ANGLE OF 38°59'24" (CHORD BEARING S71°29'10"W, 133.49 FEET); (3) THENCE N.89°01'18"W., 667.68 FEET TO THE POINT OF BEGINNING 'A'; (4) THENCE CONTINUE N.89°01'18"W., 20.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N.00°58'35"E., 30.00 FEET; THENCE S.89°01'18"E., 20.00 FEET; THENCE S.00°58'35"W., 30.00 FEET TO THE POINT OF BEGINNING 'A'.

CONTAINING 0.014 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF LAND LYING AND BEING A PART OF THE SE 1/4 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, S89°01'18"E, 1332.95 FEET TO THE SOUTHEAST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 35, N00°08'48"E, 665.43 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE N.53°20'38"W., 62.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SCOTSDALE STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S.51°59'27"W., 86.09 FEET TO THE POINT OF BEGINNING 'B'; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, S.51°59'27"W., 30.00 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, N.38°00'33"W., 20.00 FEET; THENCE N.51°59'27"E., 30.00 FEET; THENCE S.38°00'33"E., 20.00 FEET TO THE POINT OF BEGINNING 'B'.

CONTAINING 0.014 ACRES, MORE OR LESS.

NOTES

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 28 SOUTH, RANGE 15 EAST, SAID LINE BEING S89°01'18"E.
2. LEGAL DESCRIPTION WAS PREPARED BY POLARIS ASSOCIATES, INC.
3. RE-USE OF THIS SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO.
4. THIS SKETCH IS NOT INTENDED TO SHOW THE LOCATION OR EXISTENCE OF ANY JURISDICTIONAL, HAZARDOUS OR ENVIRONMENTALLY SENSITIVE AREAS.
5. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Dan Rizzuto
 DAN H. RIZZUTO
 PROFESSIONAL LAND SURVEYOR
 LS 5227, STATE OF FLORIDA

NOT A SURVEY

SHEET 4 OF 4

ITEM	DATE	BY	QC
SKETCH & DESCRIPTION	11-30-15	JT	DHR
H: \JN\4512\DWG\4512SD WELLS.DWG			

PATRICIA AVENUE

WELL EASEMENT



POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 2165 SUNNYDALE BOULEVARD, SUITE D
 CLEARWATER, FLORIDA 33765
 (727) 461-6113