

*Law Offices of
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TITLE OPINION

TO: Candace E. Woodworth, Assistant Planner
Morris Depew

FROM: Peter J. Vasti, Esq.

DATE: April 13, 2020

RE: Frank J. Dewane, as Bishop of the Diocese of Venice, a corporation sole/FBO
Our Lady of Mercy Parish in Boca Grande, Inc.
Property: 240/250 Park Avenue/221 West Railroad Avenue, Boca Grande, FL
County Parcel ID: 14-43-20-01-00006.0060 (Lots 4 through 7 & 13 through 16)
& 14-43-20-01-00006.0110 (Lots 11 & 12)

We certify that we have examined the Title Search Report from Commonwealth Land Title Insurance Company, dated March 30, 2020, which is attached as Exhibit "A" and incorporated herein, for the following property described as:

Lots 4 through 7 and Lots 13 through 16, Block 6, together with that part of the vacated alley lying adjacent to and East of said Lots 4 through 7 and West of Lots 13 through 16, and Lots 11 and 12, Block 6, REVISED PLAT OF BOCA GRANDE, according to the map or plat thereof, as recorded in Plat Book 7, Page 1, of the Public Records of Lee County, Florida.

We further certify to Lee County that we have examined the title to the property described above, and that we find the fee simple title to the property vested in:

Frank J. Dewane, as Bishop of the Diocese of Venice, a corporation sole, by virtue of Warranty Deed from its predecessor, dated December 27, 1984, recorded in Official Records Book 1763, Page 3140 and Warranty Deed from Charlie Mae Presley dated December 31, 1986, recorded in Official Records Book 1889, Page 199, and Affidavit, recorded in Instrument No. 2007000047666, Public Records of Lee County, Florida;

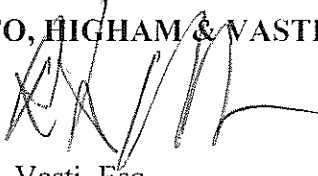
and

Frank J. Dewane, as Bishop of the Diocese of Venice, a corporation sole, by virtue of that certain Trustee's Deed from The Northern Trust Company, as Successor Trustee of the Doris J. Bishop Irrevocable Trust Agreement dated April 21, 1987, as restated, and recorded December 19, 2017, in Official Records Book Instrument No. 2017000269319.

Said Properties are subject to the encumbrances shown on Exhibit "A", as well as the Restrictions and Easements also shown therein. Said Properties are not encumbered by any mortgages

IN WITNESS WHEREOF, DiVito, Higham & Vasti, P.A., a duly authorized Agent of Commonwealth Land Title Insurance Company, has caused this opinion and Title Search Report to be signed by an authorized signatory this 13th day of April, 2020.

DiVITO, HIGHAM & VASTI, P.A.

A handwritten signature in black ink, appearing to read 'PJV', with a long horizontal flourish extending to the right.

Peter J. Vasti, Esq.
Authorized Agent

PJV/llf
Encl.
Cc: Bo Nepip

Transaction Identification Data for reference only:

Divito, Higham & Vasti, P.A.
4514 Central Avenue,
St. Petersburg, FL 33711
ALTA Universal ID:
LOAN ID Number:
Issuing Office File Number: DOV-OLOM
(Use for AgentTRAX documents)
Property Address: 240/250 Park Ave., et al
Boca Grande, FL 33921 FL
Order No.: 8333643
Revision Number:

Commonwealth Land Title Insurance Company

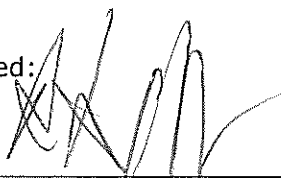
SCHEDULE A
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 03/30/2020 at: 5:00 PM
2. Policy or Policies to be issued:
 - A. ALTA Owners 2006 with Florida Modifications
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Schedule A item 4 herein
Proposed Amount of Insurance: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc.):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

Frank J. Dewane, as Bishop of the Diocese of Venice, a corporation sole, by virtue of Warranty Deeds recorded in Official Records Book 1763, Page 3140, Official Records Book 1889, Page 199, Trustee's Deed recorded in Official Records Instrument No. 2017000269319 and Affidavit of Succession recorded in Official Records Instrument No. 2007000047666, of the Public Records of Lee County, Florida.
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:



BY: _____

Authorized Officer or Agent

**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from Frank J. Dewane, as Bishop of the Diocese of Venice, a corporation sole, Grantor, to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Schedule A item 4 herein, Grantee, conveying the land described on Schedule A hereof.
5. Proof of payment of any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Lee County, Florida, any special taxing district and any municipality.
6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.
7. An Affidavit in form acceptable to Commonwealth Land Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
8. The name(s) of the proposed insured under the policy must be furnished and this form is subject to such further exceptions and/or requirements as may then be deemed necessary.
9. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as

SCHEDULE B SECTION I
Requirements continued

collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

10. This is a preliminary commitment that requires the review and approval by the underwriting department for the company and/or state underwriting counsel. Accordingly, this commitment is not effective to bind the Company until the necessary approval is obtained from the underwriting department and/or state underwriting counsel. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review.

NOTE: 2019 Real Property Taxes in the gross amount of \$313.08 are Paid, under Tax I.D. No. 14-43-20-01-00006.0060 (Folio I.D. 10000471), Lots 4 through 7 and 13 through 16.

NOTE: 2019 Real Property Taxes in the gross amount of \$196.60 are Paid, under Tax I.D. No. 14-43-20-01-00006.0110 (Folio I.D. 10000474), Lots 11 and 12.

NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.

END OF SCHEDULE B SECTION I

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Revised Plat of Boca Grande, recorded in Plat Book 7, Page 1, of the Public Records of Lee County, Florida.
6. Agreement recorded in Official Records Book 1976, Page 1772.
7. Resolution Designating Historic Resource (HD 90-05-01 District) recorded in Official Records Book 2164, Page 1166.
8. Subject land lies within the boundaries for Mandatory Garbage Collection, Lee County Ordinance No. 86-14, recorded in Official Records Book 2189, Page 3281 and amended by Ordinance No. 86-38, recorded in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida and will be subject to future assessments by Lee County.
9. Memorandum of Lease Agreement by and between Frank J. Dewane, as Bishop of the Diocese of Venice, a corporation sole, Landlord, and Our Lady of mercy Parish in Boca Grande, Inc. d/b/a Our lady of Mercy Parish, Tenant, recorded in Official Records Instrument No. 2017000065555.

**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

10. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

NOTE: Resolution No. 96-04-142 vacating alleyway recorded in Official Records Book 2695, Page 671.

NOTE: All recording references in this form shall refer to the public records of Lee County, Florida, unless otherwise noted.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Commonwealth Land Title Insurance Company, 2203 North Lois Ave, Suite 450 , Tampa, FL 33607; Telephone 866-632-6200.

Searched By: Robert Toadvine - robert.toadvine@fnf.com

END OF SCHEDULE B SECTION II

EXHIBIT "A"

Lots 4 through 7 and Lots 13 through 16, Block 6, together with that part of the vacated alley lying adjacent to and East of said Lots 4 through 7 and West of Lots 13 through 16, AND Lots 11 and 12, Block 6, Revised Plat of Boca Grande, according to the map or plat thereof, as recorded in Plat Book 7, Page 1, of the Public Records of Lee County, Florida.