

**DEVELOPER'S AGREEMENT
BETWEEN
THE CITY OF FORT PIERCE, FLORIDA
AND
ST. ANDREW'S EPISCOPAL ACADEMY, INC.
AND
ST. ANDREW'S EPISCOPAL CHURCH**

This Developer's Agreement (hereinafter "Agreement") is entered into as of the ____ day of _____, 2015, by and between the **City of Fort Pierce**, a Florida municipal corporation, whose mailing address is P.O. Box 1480, Fort Pierce, FL 34954 (hereinafter "City") and **St. Andrew's Episcopal Academy, Inc.**, a Florida non-profit corporation, whose mailing address is 210 South Indian River Drive, Fort Pierce, FL 34950 (hereinafter "SAEA") and **St. Andrew's Episcopal Church**, a Florida non-profit corporation, whose mailing address is 210 South Indian River Drive, Fort Pierce, FL 34950 (hereinafter "SAEC", which together with SAEA are hereinafter collectively referred to as "Developer"). City, SAEA and SAEC are individually referred to herein as "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Developer, as the owner of the real property more particularly described in Exhibit "B" attached hereto and incorporated herein (hereinafter "Property"), has requested that City abandon a portion of Boston Avenue as more particularly described in Exhibit "A" attached hereto and incorporated herein (hereinafter "Boston Avenue Abandonment"), and City is agreeable to such abandonment under the conditions set forth in Ordinance 14-018 and herein contained; and

WHEREAS, City on September 2, 2014, adopted Ordinance 14-018 ("Ordinance") which upon becoming effective, would approve the requested Boston Avenue Abandonment; and

WHEREAS, the Ordinance becomes effective upon all conditions precedent described therein being met and accepted by the City; and

WHEREAS, SAEA currently operates a private school on a portion of the Property and wishes to expand the school and to develop the Property to provide additional classrooms and facilities to serve the school as generally depicted on the conceptual site plan attached hereto as Exhibit "C" ("Conceptual Site Plan"); and

WHEREAS, the expansion of the school and the development of the Property as proposed cannot be accomplished without the Boston Avenue Abandonment; and

WHEREAS, Developer has agreed to convey to the City an approximately .08 acre parcel of land as described on Exhibit "D" attached hereto (hereinafter the "Pedestrian Plaza") in exchange for the Boston Avenue Abandonment; and

WHEREAS, Developer has further agreed to improve the Pedestrian Plaza, as more specifically set forth herein, in exchange for the Boston Avenue Abandonment; and

WHEREAS, the Parties are entering into this Agreement to assure that the Boston Avenue Abandonment occurs for the purpose of expanding the school and developing the Property as described herein and to assure that the obligations and commitments of the Parties described herein and in the Ordinance are met.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby adopted and incorporated herein.
2. **Developer Obligations.** In exchange for the Boston Avenue Abandonment by the City, Developer agrees as follows:
 - a. No later than September 2, 2015, Developer shall obtain City approval of a Site Plan as generally depicted on Exhibit "C" hereto, for development of the Property as a school and ancillary facilities which may include, but not be limited to, an auditorium/gymnasium, multi-use playing field, parking and drop-off areas and other associated infrastructure. It is agreed and understood by the Parties that Exhibit "C" is a very preliminary conceptual plan and that the final configuration and details of the actual Site Plan for the school may vary.
 - b. Within thirty (30) days after execution of this Agreement, Developer shall establish the necessary Unity of Title between Parcel 2410-804-0004-000-1 and either Parcel 2410-804-0003-000-4 or Parcel 2410-808-0001-000-2 to prevent Parcel 2410-804-0004-000-1 from becoming a non-conforming lot since it otherwise will not have access to a public right-of-way. In the event that the Boston Avenue Abandonment does not become effective, or if alternative access to a public right-of way is provided for Parcel 2410-804-0004-000-1, City agrees to release the Unity of Title upon request of Developer.
 - c. Developer agrees to improve and convey to City the Pedestrian Plaza parcel described on Exhibit "D" as follows:
 - i. Developer will improve the Pedestrian Plaza with stamped and died decorative concrete paving, six (6) benches, one (1) trash can, four (4) light poles, six (6) 12 foot maypan palms, bahia sod and a dry sprinkler system (not connected to a water supply) all as more specifically shown and described in Exhibit "E" attached hereto, including design, permitting and construction (the "Pedestrian Plaza Improvements").
 - ii. Developer will complete the Pedestrian Plaza Improvements within 12 months after the last to occur of the following events: a) approval of the Site Plan as required by Paragraph 2.a. above, b) the expiration of all appeal periods for the Site Plan approval with no appeal or other challenge having been filed, and c) receipt of any necessary

permits and approvals from City and any other applicable regulatory authorities required for the construction of such Pedestrian Plaza Improvements. Within 30 days after receipt of approval of the Site Plan required by Paragraph 2.a. above, Developer shall provide City with a letter of credit or such other form of security acceptable to the City Attorney, in the amount of 110% of the cost of the Pedestrian Plaza Improvements, securing the construction thereof.

- iii. Prior to the effective date of the Ordinance, Developer shall provide a Special Warranty Deed conveying the Pedestrian Plaza to City, which deed shall be held in escrow by the City Attorney until the Pedestrian Plaza Improvements are completed. Upon completion of the Pedestrian Plaza Improvements, City shall accept the conveyance of the Pedestrian Plaza and record the Special Warranty Deed.

3. **City Obligations.** The Parties hereto agree that in the event that the Ordinance does not become effective as a result of failure to meet the conditions precedent therein or if there is a failure to meet the conditions of Paragraph 2 above, then the following shall occur:

- a. Developer shall be relieved from all obligations under this Agreement; and
- b. City will cause the City Attorney to return to Developer the Special Warranty Deed if same is being held in escrow and will re-convey to Developer any interest in the Pedestrian Plaza that Developer may have conveyed to City; and
- c. City will release the Unity of Title; and
- d. All proceedings relating to the Boston Avenue Abandonment shall be null and void and of no further force or effect.

City agrees and acknowledges that this Agreement satisfies the first condition precedent of the Ordinance which requires a Developer's Agreement and that upon Final Site Plan Approval as required by the second condition precedent of the Ordinance and by this Agreement all conditions precedent of the Ordinance will have been met, the Ordinance will be effective, and the City will have no further interest in or claim to the property described in Exhibit "A" hereto, the Boston Avenue Abandonment.

4. **Bulkhead Maintenance.** Upon City's acceptance of the conveyance of the Pedestrian Plaza, Developer shall no longer have any responsibility to maintain that portion of the bulkhead along the Indian River abutting the Pedestrian Plaza. Maintenance of the bulkhead on all portions of the Property abutting the Indian River, other than that portion of the bulkhead abutting the Pedestrian Plaza, as shown on Exhibit "F", attached hereto and made a part hereof, shall continue to be the responsibility of Developer; provided however, that nothing herein pertaining to bulkhead maintenance shall be construed as a condition precedent, nor shall the same impact or affect the abandonment of Boston Avenue, the effectiveness of the Ordinance, or the obligation of Developer to construct and convey the Pedestrian Plaza.

5. **Time.** The City Commission may approve extensions to the time deadlines provided in this Agreement for good cause shown, upon request by Developer. In the event of a force majeure, the Parties agree that such event is grounds for extension of any time deadlines herein, and agree to cooperate on a fair extension of same.

6. **Notices.** Any notice, demand, consent, approval or other document required or permitted to be given to any Party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by overnight courier, to the following address (or such other address as any Party may designate at any time in writing):

If to City: City Manager
 P.O. Box 1480
 Fort Pierce, FL 34954

With a copy to:

City Attorney
P.O. Box 1480
Fort Pierce, FL 34954

If to SAEA: St. Andrew's Episcopal Academy, Inc.
 Attn: Head of School
 210 South Indian River Drive
 Fort Pierce, FL 34950

With a copy to:

W. Lee Dobbins, Esq.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

If to SAEC: St. Andrew's Episcopal Church
 Attn: Rector
 210 South Indian River Drive
 Fort Pierce, FL 34950

With a copy to:

Brooke Austin, Esq.
Austin & Powers Law Group P.L.
Historic P.P. Cobb Building
100 Avenue A, Suite 2C
Fort Pierce, FL 34950

The foregoing is not intended to require that notice of the approval or denial of development permits be given as provided for in this provision.

7. **Permitting and Review.** Nothing in this Agreement is intended to limit or restrict the powers or responsibilities of City in acting upon and applying City's Comprehensive Plan or Code of Ordinances, nor shall this Agreement entitle Developer to compel City to take any actions regarding permits or other development approvals, save and except to timely and fairly apply due process to such applications for permit approval as may flow from this Agreement. The failure of this Agreement to address a particular permit, condition, term or restriction existing at the time of execution of this Agreement shall not relieve the Developer of the necessity of complying with the law governing permitting requirements, conditions, terms or restrictions.

8. **Miscellaneous provisions.**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of any dispute arising hereunder shall be in St. Lucie County, Florida.
- b. City and Developer shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance. However, nothing in this Agreement shall be construed to limit the right of either Developer or City to pursue any and all remedies available at law or in equity to enforce this Agreement.
- c. This Agreement contains and sets forth all the promises, covenants, agreements, conditions and understandings among the Parties with respect to the subject matter of this Agreement. No subsequent alteration, amendment, change, or addition to this Agreement or its attachments will be binding on the Parties unless in writing and signed by them and made a part of this Agreement by direct reference.
- d. In the event of any dispute or litigation over the terms and conditions of this Agreement, each Party shall be responsible for its own attorneys' fees and costs.
- e. The terms of this Agreement shall be binding on the respective successors, representatives, agents, and assigns of the Parties.
- f. This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the Parties hereto, and shall run with title to the property and be binding upon the successor and the assigns of SAEA and SAEC.
- g. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument.
- h. Each Party has had the opportunity for its legal counsel to review this Agreement and has had equal responsibility for the drafting of this Agreement.

- i. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement.
- j. This Agreement is solely for the benefit of the formal Parties to this Agreement and no right or cause of action shall accrue by reason hereof, to or for the benefit of any third Party not a formal Party hereto. Nothing in this Agreement, express or implied, is intended nor shall be construed to confer nor give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, successors and assigns.
- k. The Developer shall comply with all federal, state and local, laws, codes, ordinances and regulations governing the permitting and construction of the improvements to the Property.

9. **Effective Date.**

This Agreement shall be effective upon signature by SAEA and SAEC and approval of final signature by City.

IN WITNESS WHEREOF, the Parties have caused this agreement to be duly executed by their respective authorized representatives on the dates set forth below.

ATTEST:

Linda W. Cox, City Clerk

CITY:

CITY OF FORT PIERCE, FLORIDA

By: _____
Linda Hudson
Mayor Commissioner

Date: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Robert V. Schwerer, Esq.
City Attorney

SAEA:

ST. ANDREW'S EPISCOPAL ACADEMY,
INC., a Florida non-profit corporation

By: Caterina Angelone

Title: CEO / Head of Schools

Sign: [Signature]
Print: FRANK SAWYER

Sign: [Signature]
Print: Cheryl Horgan

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 21 day of July, 2015 by Caterina Angelone as Head of Schools of St. Andrew's Episcopal Academy, Inc., who is personally known to me or produced _____ as identification.



NOTARY PUBLIC
Sign: [Signature]
Print: Lauren Lewis
State of Florida at Large
My Commission Number: FF 226404
My Commission Expires: 5/3/19

EXHIBIT "A"
BOSTON AVENUE ABANDONMENT

EXHIBIT "B"
PROPERTY OWNED BY SAEA AND SAEC

EXHIBIT "C"
CONCEPTUAL SITE PLAN

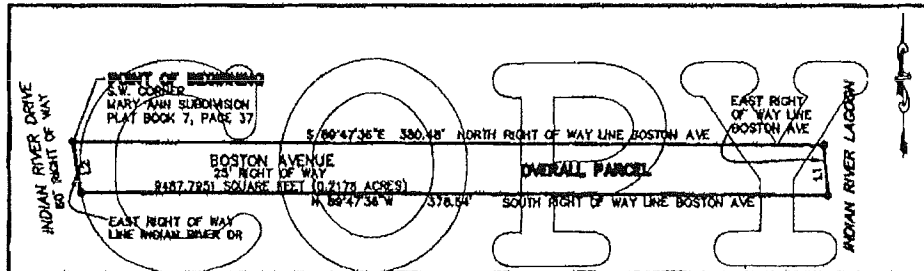
EXHIBIT "D"
PEDESTRIAN PLAZA

EXHIBIT "E"
PEDESTRIAN PLAZA IMPROVEMENTS

EXHIBIT "F"
BULKHEAD MAINTENANCE DEPICTION

EXHIBIT "A"

Right-of-way for Abandonment



Legal Description:

A PORTION OF CITY RIGHT-OF-WAY KNOWN AS BOSTON AVENUE, LOCATED BETWEEN SOUTH INDIAN RIVER DRIVE AND THE INDIAN RIVER, AS RECORDED IN PLAT BOOK 5, PAGE 32 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, OR MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF BOSTON AVENUE LYING EASTERLY OF INDIAN RIVER DRIVE SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF MARY ANN SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 37, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE RUN S 89°47'36"E (BASED ON BEARINGS) ALONG THE SOUTH LINE OF SAID MARY ANN SUBDIVISION AND THE NORTH LINE OF SAID BOSTON AVENUE (25 FOOT RIGHT OF WAY), A DISTANCE OF 380.48 FEET MORE OR LESS TO THE EAST RIGHT OF BOSTON AVENUE; THENCE RUN S 0446'02"E ALONG SAID EAST RIGHT OF WAY OF BOSTON AVENUE, A DISTANCE OF 25.09 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID BOSTON AVENUE; THENCE LEAVING SAID EASTERLY LINE, RUN N 8947'36"W ALONG THE SOUTH RIGHT OF WAY LINE OF SAID BOSTON AVENUE, A DISTANCE OF 378.54 FEET MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF INDIAN RIVER DRIVE (A 60 FOOT RIGHT OF WAY); THENCE LEAVING SAID SOUTH LINE OF BOSTON AVENUE, RUN N 0908'15"W ALONG SAID RIGHT OF WAY LINE OF INDIAN RIVER DRIVE, A DISTANCE OF 25.34 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.22 ACRES MORE OR LESS.

COPY

LEGAL DESCRIPTION:

PARCEL 1:

ALL THAT CERTAIN LAND LYING EAST OF THE EXISTING PAVEMENT OF INDIAN RIVER DRIVE AND BOUNDED ON THE NORTH BY THE NORTH BOUNDARY LINE OF LOT 2 OF BLOCK A OF W.F. RICHARDS AND JAMES ANDREW RESUBDIVISION OF LOTS 3, 4, 5 AND 6, EAST OF FLORIDA EAST COAST RAILWAY OF TYLER'S SUBDIVISION OF LOT 4 IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST BEING ANDREWS AND RICHARDS' ADDITION TO FORT PIERCE ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, AT PAGE 191 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, PROJECTED TO THE INDIAN RIVER; AND BOUNDED ON THE EAST BY THE WEST BANK OF THE INDIAN RIVER; BOUNDED ON THE SOUTH BY THE SOUTH BOUNDARY OF SAID LOT 2 PROJECTED TO THE INDIAN RIVER; TOGETHER WITH ALL RIPARIAN RIGHTS; ALL IN ACCORDANCE WITH THE SURVEY OF SAID LAND MADE BY ALTON A. REGISTER, C.E., AND DATED OCTOBER 14, 1950. TOGETHER WITH PARCEL MORE PARTICULARLY DESCRIBED IN DEED BOOK 161, PAGE 136, ST. LUCIE COUNTY PUBLIC RECORDS.

PARCEL 2:

BEING ALL THAT PART LYING EAST OF SOUTH INDIAN RIVER DRIVE OF LOT 1, BLOCK A, OF RICHARDS AND ANDREWS RESUBDIVISION OF LOTS 3, 4, 5 AND 6 (EAST OF F.E.C. RAILWAY); OF TYLER'S SUBDIVISION OF LOT 4, SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, INCLUDING ALL RIPARIAN RIGHTS AND LITTORAL RIGHTS APPURTENANT AND BELONGING THERE TO, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

AND

BEGIN AT A POINT WHERE THE SOUTH LINE OF MARY ANN SUBDIVISION, AS PER PLAT BOOK 7, PAGE 37, BISECTS THE EAST RIGHT OF WAY LINE OF SOUTH INDIAN RIVER DRIVE (NOW KNOWN AS ST. ANDREWS LANE), RUN THENCE EASTERLY, ALONG SAID SOUTH LINE OF MARY ANN SUBDIVISION, A DISTANCE OF APPROXIMATELY 380.18 FEET, MORE OR LESS TO A POINT OF THE WESTERLY EDGE OF THE INDIAN RIVER, RUN THENCE SOUTHERLY ALONG SAID WESTERLY EDGE OF THE INDIAN RIVER, A DISTANCE OF APPROXIMATELY 25.00 FEET MORE OR LESS, TO A POINT ON THE NORTH LINE OF LOT 1 EXTENDED OF RICHARDS AND ANDREWS SUBDIVISION, AS PER PLAT BOOK 1, PAGE 191, RUN THENCE WEST ON THE NORTH LINE OF SAID LOT 1, A DISTANCE OF APPROXIMATELY 376.04 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF ST. ANDREWS LANE, RUN THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF APPROXIMATELY 25.34 FEET, TO THE POINT OF BEGINNING, INCLUDING ALL RIPARIAN RIGHTS AND LITTORAL RIGHTS APPURTENANT AND BELONGING THERETO, ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

LESS

BEING ON THE NORTH 20 FEET OF THE WEST 160 FEET OF THAT PART OF LOT ONE, LYING EAST OF SOUTH INDIAN RIVER DRIVE, WHICH SAID LOT IS PART OF BLOCK A, OF RICHARDS AND ANDREWS RESUBDIVISION OF LOTS 3, 4, 5 AND 6, (EAST OF F.E.C. RAILWAY) OF TYLER'S SUBDIVISION OF LOT 4, SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ACCORDING TO SURVEY MAP MADE BY J.D. FRIES, COUNTY SURVEYORS OF BREVARD COUNTY AND RECORDS IN PLAT BOOK 1, PAGE 181 OF THE RECORDS OF ST. LUCIE COUNTY, FLORIDA; SAID MAP SHOWING RICHARDS AND ANDREWS ADDITION TO FORT PIERCE; WHICH WOULD BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST SIDE OF SOUTH INDIAN RIVER DRIVE (WHICH INCLUDES ST. ANDREWS LANE) WHERE IT INTERSECTS WITH THE SOUTH BOUNDARY OF MARY ANN SUBDIVISION, RUN THENCE EASTERLY ALONG SAID SOUTH LINE OF MARY ANN SUBDIVISION, A DISTANCE OF 160 FEET TO A POINT, THENCE RUN SOUTH AT A RIGHT ANGLE TO THE SAID SOUTH LINE OF MARY ANN SUBDIVISION, A DISTANCE OF 20 FEET TO A POINT, THENCE RUN WEST, PARALLEL WITH THE SOUTH LINE OF SAID MARY ANN SUBDIVISION, A DISTANCE OF APPROXIMATELY 160 FEET TO A POINT ON THE WEST SIDE OF SOUTH INDIAN RIVER DRIVE; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SOUTH INDIAN RIVER DRIVE, A DISTANCE OF APPROXIMATELY 20 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THE SOUTH 100 FEET OF MARY ANN SUBDIVISION, PLAT BOOK 7, PAGE 37, ST. LUCIE COUNTY, FLORIDA, EXCEPT THAT PART THEREOF DEEDED TO SUNRISE HOMES IN DEED BOOK 130, PAGE 247, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS: FOR POINT OF BEGINNING A CONCRETE MONUMENT IN SOUTHWEST CORNER OF MARY ANN SUBDIVISION 140.78 FEET TO A STAKE, THENCE WITH A BACK ANGLE OF 81°26' TO THE RIGHT, A DISTANCE OF 198.73 FEET TO THE SOUTH SIDE OF PROPOSED STREET, THENCE RUN WESTERLY ALONG SOUTH SIDE PROPOSED STREET 140.47 FEET TO A PIPE ON EAST SIDE OF INDIAN RIVER DRIVE, THENCE SOUTHERLY ALONG EAST SIDE OF INDIAN RIVER DRIVE 176.22 FEET A POINT OF BEGINNING.

AND

BEGINNING AT A PIPE MARKING THE SOUTHEAST CORNER OF LANDS OF EVA L. WHITEMAN AS DESCRIBED IN DEED BOOK 235, PAGE 404, ST. LUCIE COUNTY, FLORIDA, PUBLIC RECORDS, RUN NORTHWESTERLY ALONG EAST LINE OF SAID WHITEMAN LANDS 79.09 FEET TO THE NORTH EDGE OF EXISTING CONCRETE WALK; THENCE WESTERLY ALONG THE NORTH EDGE OF SAID CONCRETE WALK 5.3 FEET; THENCE SOUTHERLY ALONG THE WEST EDGE OF SAID CONCRETE WALK 41 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTERLY PARALLEL TO THE AFORESAID EAST LINE OF WHITEMAN LANDS, RUN 38.8 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID WHITEMAN LANDS; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID WHITEMAN LANDS 11.8 FEET TO THE POINT OF BEGINNING, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

EXHIBIT "B"

Page 2 of 2

INDIAN RIVER DRIVE

PARCEL 4:

POINT OF BEGINNING IS A CONCRETE MONUMENT IN THE SOUTHWEST CORNER OF MARY ANN SUBDIVISION; FROM SAID POINT OF BEGINNING RUN EASTERLY ALONG THE SOUTH LINE OF MARY ANN SUBDIVISION A DISTANCE OF 148.78 FEET TO A STAKE; THENCE WITH A BACK ANGLE OF 81°23' TO THE RIGHT A DISTANCE OF 198.78 FEET TO A STAKE ON THE SOUTH SIDE OF A PROPOSED STREET; THENCE WESTERLY ALONG THE SOUTH SIDE OF SAID STREET A DISTANCE OF 140.47 FEET TO A ONE-HALF INCH GALVANIZED IRON PIPE ON THE EAST SIDE OF INDIAN RIVER DRIVE; THENCE SOUTHERLY ALONG THE EAST SIDE OF INDIAN RIVER DRIVE A DISTANCE OF 176.22 FEET TO POINT OF BEGINNING. MARY ANN SUBDIVISION MENTIONED IS ACCORDING TO THE PLAT THEREOF ON FILE IN PLAT BOOK 7, PAGE 37, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED BY EVA L. WHITEMAN TO MILFORD S. PURCEL AND IDA COPLAN PURCEL BY DEED DATED OCTOBER 5, 1987, RECORDED IN O.R. BOOK 188, PAGE 2210, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 5:

MARY ANN SUBDIVISION, FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION, RUN EAST 148.78 FEET; THENCE WITH BACK ANGLE OF 81 DEGREES 23 MINUTES, RUN NORTHERLY TO A POINT 100 FEET DUE NORTH OF THE SOUTH LINE OF SAID MARY ANN SUBDIVISION FOR A POINT OF BEGINNING; THENCE CONTINUE NORTHERLY TO THE SOUTH LINE OF A 25 FOOT STREET; THENCE NORTHEASTERLY ON SAID RIGHT OF WAY LINE TO THE RIVER; THENCE SOUTHERLY TO A POINT 100 FEET DUE NORTH OF THE SOUTH LINE OF SAID MARY ANN SUBDIVISION; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID MARY ANN SUBDIVISION TO THE POINT OF BEGINNING. ALL AS IN OFFICIAL RECORD BOOK 528-578 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. MARY ANN SUBDIVISION MENTIONED IS ACCORDING TO THE PLAT THEREOF ON FILE IN PLAT BOOK 7, PAGE 37, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 6:

ST. LUCIE COUNTY RIVERSIDE PARK AS RECORDED IN PLAT BOOK 7, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LESS THAT LAND CONVEYED TO EPISCOPAL CHURCH.

PARCEL 7:

LOT 3, BLOCK A, OF W.F. RICHARDS AND JAMES ANDREW'S RESUBDIVISION OF LOTS 3, 4, 5 AND 6 EAST OF RAILWAY OF TYLER'S SUBDIVISION OF LOT 4, SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, BEING ANDREWS AND RICHARDS ADDITION TO FORT PIERCE ACCORDING TO THE PLAT IN PLAT BOOK 1, PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND THAT PARCEL CONSISTING OF ALL PROPERTY LYING EAST OF INDIAN RIVER DRIVE (STATE ROAD 707) TO THE INDIAN RIVER SITUATED BETWEEN STRAIGHT LINE EXTENSIONS OF THE ABOVE DESCRIBED PROPERTY TOGETHER WITH ALL RIPARIAN RIGHTS APPERTAINING THERETO, AS RECORDED IN OFFICIAL RECORD BOOK 2931, PAGE 1323.

60' RIPTON WAY

PARCEL 8:

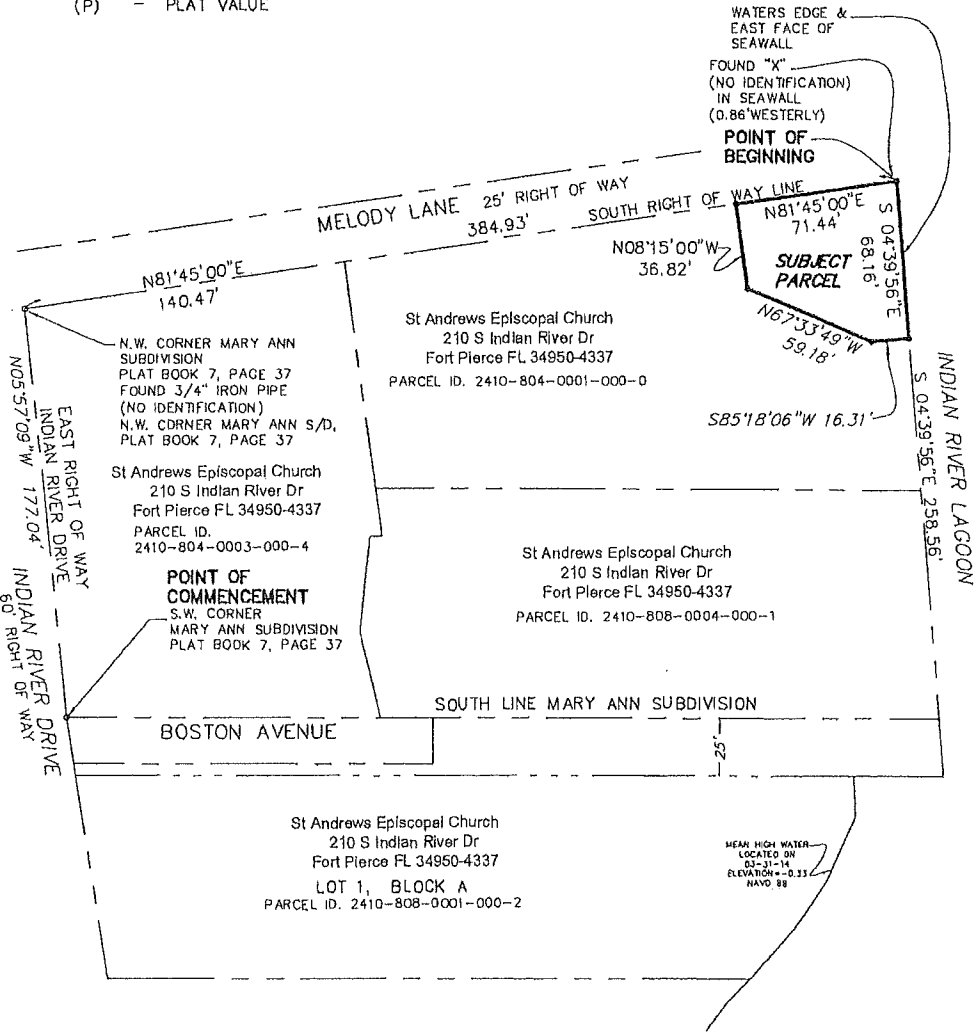
THAT PORTION OF LOT 4, BLOCK A, ANDREWS AND RICHARDS ADDITION TO FT. PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 191 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING EAST OF INDIAN RIVER DRIVE WITH RIPARIAN RIGHTS, OFFICIAL RECORDS BOOK 320, PAGE 2258.

SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)

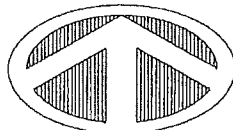
EXHIBIT "A"

Legend & Abbreviations: (symbols not scaleable for size)

- | | |
|--------------------------------------|--------------------------------|
| PLS - PROFESSIONAL LAND SURVEYOR | CR - COUNTY ROAD |
| PSM - PROFESSIONAL SURVEYOR & MAPPER | R/W - RIGHT OF WAY |
| LB - LAND SURVEYING BUSINESS | O.R.B. - OFFICIAL RECORD BOOK |
| ⊕ - CENTERLINE | P.O.C. - POINT OF COMMENCEMENT |
| (M) - MEASURED VALUE | P.O.B - POINT OF BEGINNING |
| (P) - PLAT VALUE | |

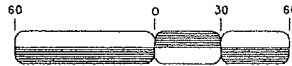


SKETCH OF DESCRIPTION



North

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

SKETCH OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

PLAT OF SURVEY FOR: ST. ANDREWS ACADEMY

PROJ. NO. 14-015-EA DATE: 07-10-14

DWN. BY: C.H.B.

CKD. BY: S.P.T.

THIS PLAT AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPDR. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.



MERIDIAN

LAND SURVEYORS

1217 INDIAN RIVER BLVD, SUITE 201
VERO BEACH, FL 32960 LB46905
PHONE: 772-794-1213, FAX: 772-794-1096
E-MAIL: LB6905@BELL.SOUTH.FL.NET



SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)

Report of Survey: (Project # 14-015-EA)

- * TYPE OF SURVEY: SKETCH OF DESCRIPTION - NOT A FIELD BOUNDARY SURVEY
- * THIS SURVEY PERFORMED BY:
HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B. #6905 d.b.a. MERIDIAN LAND SURVEYORS
1717 INDIAN RIVER BOULEVARD, SUITE 201, VERO BEACH, FLORIDA 32960
- * PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:
CHARLES H. BLANCHARD, P.S.M. #5755

EXHIBIT "A"

Legal Description:

A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF MARY ANN SUBDIVISION AS RECORDED IN PLAT BOOK 7, PAGE 37, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, RUN NORTH 05°57'09" WEST (BASIS OF BEARINGS) ALONG THE EAST RIGHT OF WAY LINE OF INDIAN RIVER DRIVE, A 60 FOOT RIGHT OF WAY, A DISTANCE OF 177.04 FEET TO A FOUND 3/4" IRON PIPE AND THE NORTH WEST CORNER OF SAID MARY ANN SUBDIVISION AND THE SOUTH RIGHT OF WAY LINE OF MELODY LANE, A 25 FOOT RIGHT OF WAY; THENCE RUN NORTH 81°45'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 384.93 FEET TO THE WATERS EDGE OF THE INDIAN RIVER LAGOON AND THE EAST FACE OF A 1.00 FOOT WIDE SEAWALL; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 04°39'56" EAST ALONG SAID WATERS EDGE AND EAST FACE OF SEAWALL, A DISTANCE OF 68.16 FEET; THENCE LEAVING SAID WATERS EDGE AND EAST FACE OF SEAWALL, RUN SOUTH 85°18'06" WEST, A DISTANCE OF 16.31 FEET; THENCE RUN NORTH 67°33'49" WEST, A DISTANCE OF 59.18 FEET; THENCE RUN NORTH 08°15'00" WEST, A DISTANCE OF 36.82 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF MELODY LANE; THENCE RUN NORTH 81°45'00" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 71.44 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.08 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION
PLAT OF SURVEY FOR: ST. ANDREWS ACADEMY

SKETCH OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY



MERIDIAN

LAND SURVEYORS

1717 INDIAN RIVER BLYD, SUITE 201
VERO BEACH, FL. 32960 LB#6905
PHONE: 772-794-1213, FAX: 772-794-1096
E-MAIL: LB6905@BELLSOUTH.NET



THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

[Signature]
4-10-15
CHARLES H. BLANCHARD, P.S.M. #5755

EXHIBIT "E"

Page 1 of 3

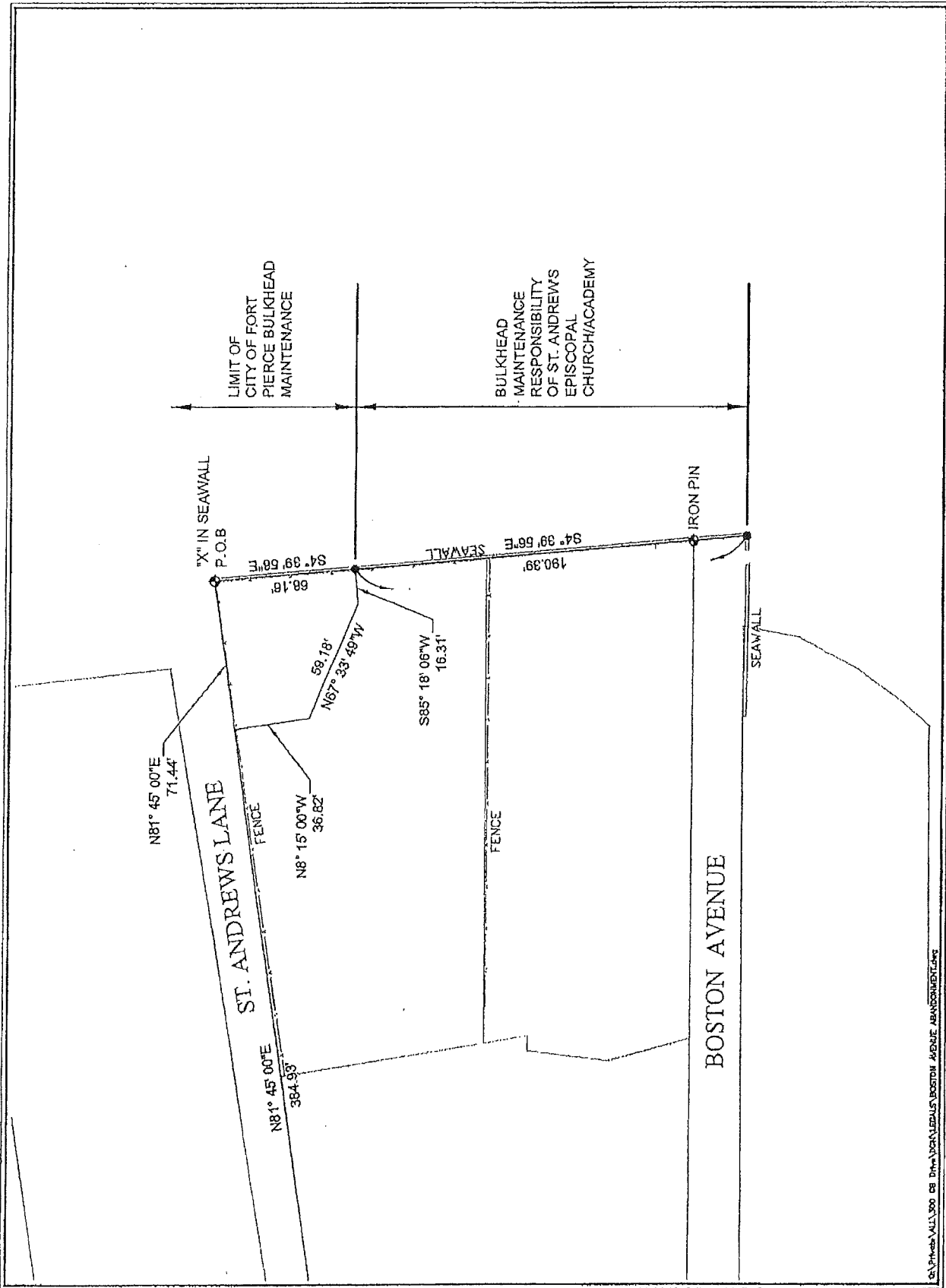
C.A.M GROUP

Schedule of Values

Project #: Saint Andrews Episcopal Academy (Pedestrian Plaza)
 Address: 320 South Indian River Drive, Fort Pierce Florida
 Business Segment: Education
 6-Jun-15

Item	Total Cost	Comments
Div. 1 General Conditions		
Cam PM/Superintendent	\$7,504.00	Cam labor/Project Manager/Supervision
Permitting	\$1,290.00	
Waste Removal	\$941.00	2-30 yrd. cans at 420 per can
Port A let	\$313.00	
	\$10,048.00	
Div 2 Site Work		
Demolition-Concrete	4,266.00	
Site Work	4,480.00	
Survey	1,680.00	
Dry Sprinkler System	8,727.00	
Proposed Landscape	3,864.00	6-of-12 ft. maypan palms and sod
	TOTAL	
	\$23,007.00	
Div 3 & 4 Concrete/Masonry		
Stamped & Dled Concrete	38,290.00	+/- 1,511 Sq. Ft. of Stamped Concrete/ +/- 850 Sq. Ft. of Dled Concrete Includes base for Art Work Sulpture as per plan 14-274 Site plan Dated 01-May-15
	TOTAL	
	\$38,290.00	Includes concrete pads under benches
Div 6 Woods Plastics, Composites, Ornimental		
Art Work		To be supplied and installed by others
Benches	10,177.00	6 Victor Stanley benches Model: C-10 6' with ductile Iron end frames (Black)
Hot Dip Benches (Galvanized)	1,452.00	As recommended by Manufacture
Trash Can	1,456.00	1 Keystone Ridge Midtown Trash Can MT3-32 (Black-32 gallons)
Hot Dip Trash Can (Galvanized)	1,096.00	As recommended by Manufacture
	TOTAL	
	\$14,181.00	
Div 16 Electrical		
Lighting Electrical	36,108.00	LED bulbs included/increased for Sprinkler Electrical
FPAU	1,120.00	
	TOTAL	
	\$37,228.00	
Total	\$122,754.00	

EXHIBIT "F"



City of Fort Pierce, Department of Engineering, 1000 S. PALM BLVD., FORT PIERCE, FL 34948



CITY OF FORT PIERCE
DEPARTMENT OF ENGINEERING

EXHIBIT "F"

DATE: 6/18/14
SCALE: 1" = 40'
DRAWN:



NO.	DATE	BY

PROJECT

1 OF 1