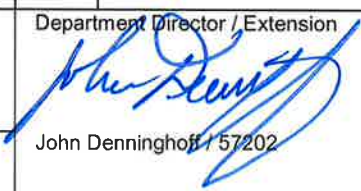


Meeting Date
July 12, 2016



Replacement	
AGENDA	
Section	Public Hearing
Item No.	IV E

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Resolution and Exchange Agreement between Holy Trinity Episcopal Academy, Inc. (HTP) and Brevard County (County) related to the Pineda Causeway Grade Change Project - District 4 (Fiscal Impact: \$185,000.00)		
DEPT/OFFICE:	Public Works Department / Land Acquisition Section		
Requested Action:	<p>It is requested that the Board of County Commissioners review, approve and authorize the Chairman to execute the Resolution and Exchange Agreement as advertised. The agreement includes the exchange of HTP property rights for vacant, County owned property and a cash payment to HTP.</p>		
Summary Explanation & Background:	<p>The subject property is located in Section 19, Township 26 South, Range 37 East.</p> <p>The Exchange Agreement was advertised on July 4, 2016 and July 11, 2016 as required by Section 125.37, Florida.</p> <p>On October 4, 2011, the Board of County Commissioners approved and authorized the chairman to execute a Joint Participation Agreement (JPA) with FDOT for the design, right of way acquisition and construction of an overpass on the Pineda Causeway over the Florida East Coast Railway (FEC) right of way in the amount of \$26,160,000.00.</p> <p>As part of this project, certain property rights are needed from Holy Trinity Episcopal Academy, Inc. (HTP). The parcels have been appraised with a total appraised value of \$457,250.00*.</p> <p>Prior to making the County's offer there has been extensive coordination between the County, HTP and the design team to arrive at a design which satisfactorily addresses all identified concerns associated with the proposed new infrastructure.</p> <p>An offer was made to HTP to acquire the parcels needed and they made a counter offer to Brevard County with a request to exchange a vacant County owned property as well as cash in the amount of \$185,000.00.</p> <p>(See page 2 for continuation of the Summary which provides a synopsis of negotiations and agreement)</p> <p style="padding-left: 40px;">Fiscal Impact FY 2016-2017: Up to \$185,000.00 FY 2017-2018: None</p> <p>*parcel descriptions attached as exhibit associated with Contract for Sale and Purchase and Addendum</p>		
Clerk to the Board Instructions:	Forward the original executed Resolution, original executed Exchange Agreement and Board approval memo to Department.		
Exhibits Attached:	Exchange Agreement with Exhibits, Resolution with Exhibits, Location Map, Property Fact Sheets, advertisements		
Contract /Agreement (If attached):	Reviewed by County Attorney	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/> PR <input type="checkbox"/>
County Manager	Assistant County Manager	Department Director / Extension	
Stockton Whitten	Assistant County Manager	 John Denninghoff / 57202	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

July 13, 2016

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item IV.E., Resolution and Exchange Agreement with Holy Trinity Episcopal Academy, Inc. (HTP) Related to the Pineda Causeway Grade Change Project

The Board of Commissioners, in regular session on July 12, 2016, adopted Resolution No. 16-105, and executed Exchange Agreement with Holy Trinity Episcopal Academy, Inc. relating to the Pineda Causeway Grade Change Project, including the exchange of HTP property rights for vacant, County-owned property and a cash payment to HTP. Enclosed are certified Resolution and executed Exchange Agreement.

Upon execution by HTP, please return the fully-executed Exchange Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Contracts Administration
Finance
Budget

**Exchange Agreement between
Holy Trinity Episcopal Academy, Inc. and Brevard County
agenda report continued from page 1. .**

The vacant County owned parcel was appraised by Clayton, Roper & Marshall with an appraised market value of \$460,000.00. HTP provided a Broker's Opinion of Value prepared by Lightle, Beckner, and Robinson in the amount of \$250,000.00 for the same vacant County owned parcel.

HTP also indicated that there will be additional costs to them associated with the Project that were not included in the Roper appraisal and that they will have to take care of including but not limited to:

1. Additional security related to the Temporary Construction Easements allowing for adjacent property owners and tenants to cross HTP property.
2. Security and information services related to the Project for the duration of the Project (estimated 18 months).
3. Parking lot (existing HTP site) modifications resulting from the new driveway alignment.
4. Landscaping related to the retaining wall to be constructed for the overpass and the new HTP driveway.
5. Sign relocation cost correction (they estimated \$50,000.00 while the appraisal estimated \$20,000.00)
6. Total additional cost (Items 1 – 5) \$139,100.00

HTP Parcels

Initial offer (as appraised) -	\$457,250.00
Estimated additional cost to HTP -	\$139,100.00
Total potential value to HTP -	\$596,350.00

Vacant County Owned property:

Market value (per Roper Appraisal for Brevard County) -	\$460,000.00
Market value (broker opinion of value for HTP) -	\$250,000.00 (Difference in Market Value - \$210,000.00)
Average Market Value –	\$355,000.00

\$596,350.00 (potential value to HTP) less \$185,000.00 (cash to HTP) = \$411,350.00 less \$355,000.00 (average value for vacant property) = \$56,350.00 (estimated value that this offer would save County)

Range for cash compensation value claimed by HTP in addition to the vacant County land:

\$136,350.00 (\$596,350.00 - \$460,000.00)

TO

\$346,350.00 (\$596,350.00 - \$250,000.00)

Conclusion:

By accepting the HTP counter offer of the vacant County owned property and \$185,000.00 will be paying \$56,350.00 below the initial offer added to and including averaged appraised value of the vacant property.

Options for Board Action:

1. Accept the counter offer and approve and authorize Chairman to execute the Exchange Agreement and Resolution.
2. Reject the counter offer and instruct staff to negotiate with HTP further.
3. Reject the counter offer and instruct staff to proceed with condemnation.

Staff recommends option 1 which will avoid litigation expenses and keep the project moving forward toward construction.

BOARD OF COUNTY COMMISSIONERS

AGENDA: EXCHANGE OF PROPERTY BETWEEN HOLY TRINITY EPISCOPAL ACADEMY, INC. AND BREVARD COUNTY RELATED TO THE PINEDA CAUSEWAY GRADE SEPARATION PROJECT - DISTRICT 4

AGENCY: PUBLIC WORKS DEPARTMENT / LAND ACQUISITION SECTION

AGENCY CONTACT: DAN JONES LAND ACQUISITION SUPERVISOR

CONTACT PHONE: 321-690-6847 (5-2726)

REVIEW

	APPROVE	DISAPPROVE	DATE
LAND ACQUISITION Dan Jones, Supervisor	<u></u>	_____	<u>7/8/16</u>
COUNTY ATTORNEY Eden Bentley Deputy County Attorney	<u></u>	_____	<u>7/8/16</u>
PUBLIC WORKS John Denninghoff, Director	<u></u>	_____	<u>7/8/16</u>

AGENDA DUE DATE: June 26, 2016 for the July 12, 2016 Board meeting

IF ANY REVIEWING OFFICE HAS QUESTIONS OR CONCERNS REGARDING THIS PACKAGE, PLEASE ADVISE AGENCY CONTACT IMMEDIATELY.

PLEASE CALL DEBBIE CRUZ AT 690-6847 (5-6847) WHEN READY TO BE PICKED UP.

THANK YOU.

RESOLUTION NO. 2016- 105

A RESOLUTION PURSUANT TO SECTION 125.37, FLORIDA STATUTES (2016), AUTHORIZING THE EXCHANGE OF COUNTY PROPERTY FOR OTHER REAL PROPERTY; CONDITIONS PRIOR TO TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida (COUNTY), owns certain real property described in Exhibit "I" (known as County Owned Vacant Property) and desires to exchange that property for interests in property owned by Holy Trinity Episcopal Academy, Inc. (HTP) described in Exhibits "A" through "G" (inclusive); and

WHEREAS, HTP owns certain real property described in Exhibits "A" through "G" (inclusive)(known as Parcels 101, 102, 800, 800A, 700, 701, 702 and desires to exchange it for real property owned by the County known as County Owned Vacant Property (Exhibit "I"; and

WHEREAS, the real property owned by the COUNTY is not needed for COUNTY purposes; and

WHEREAS, the exchange is in the best interest of the COUNTY; and

WHEREAS, an agreement concerning real property between the COUNTY and HTP is contingent upon the exchange of real property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. The COUNTY hereby agrees to grant to HTP the real property described in Exhibit "I" by County Deed.
2. The COUNTY hereby agrees to accept from HTP in exchange, the real property rights as described in Exhibits "A" through "G" by Warranty Deed, Permanent Easement and Temporary Construction Easements as shown on Exhibits attached.
3. The COUNTY has determined that the real property interest needed by HTP is not needed for COUNTY purposes.
4. This Resolution shall become effective immediately upon its adoption.


This Resolution is PASSED AND ADOPTED in Regular Session, this 12 day of July, 2016

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Jim Barfield, Chairman

Brevard County Commission

As Approved by the Board July 12, 2016

LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 101 (Fee Simple)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida and the POINT OF BEGINNING; thence, departing said Southerly right-of-way line, South 18°49'20" East, along said East line, a distance of 56.01 feet; thence, departing said East line, North 44°07'00" West, a distance of 61.64 feet to the aforesaid Southerly right-of-way line of Pineda Causeway; thence North 70°33'25" East, along said Southerly right-of-way line, a distance of 26.34' feet to the POINT OF BEGINNING.

Containing 738 square feet, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606 130

THIS SKETCH IS NOT A SURVEY

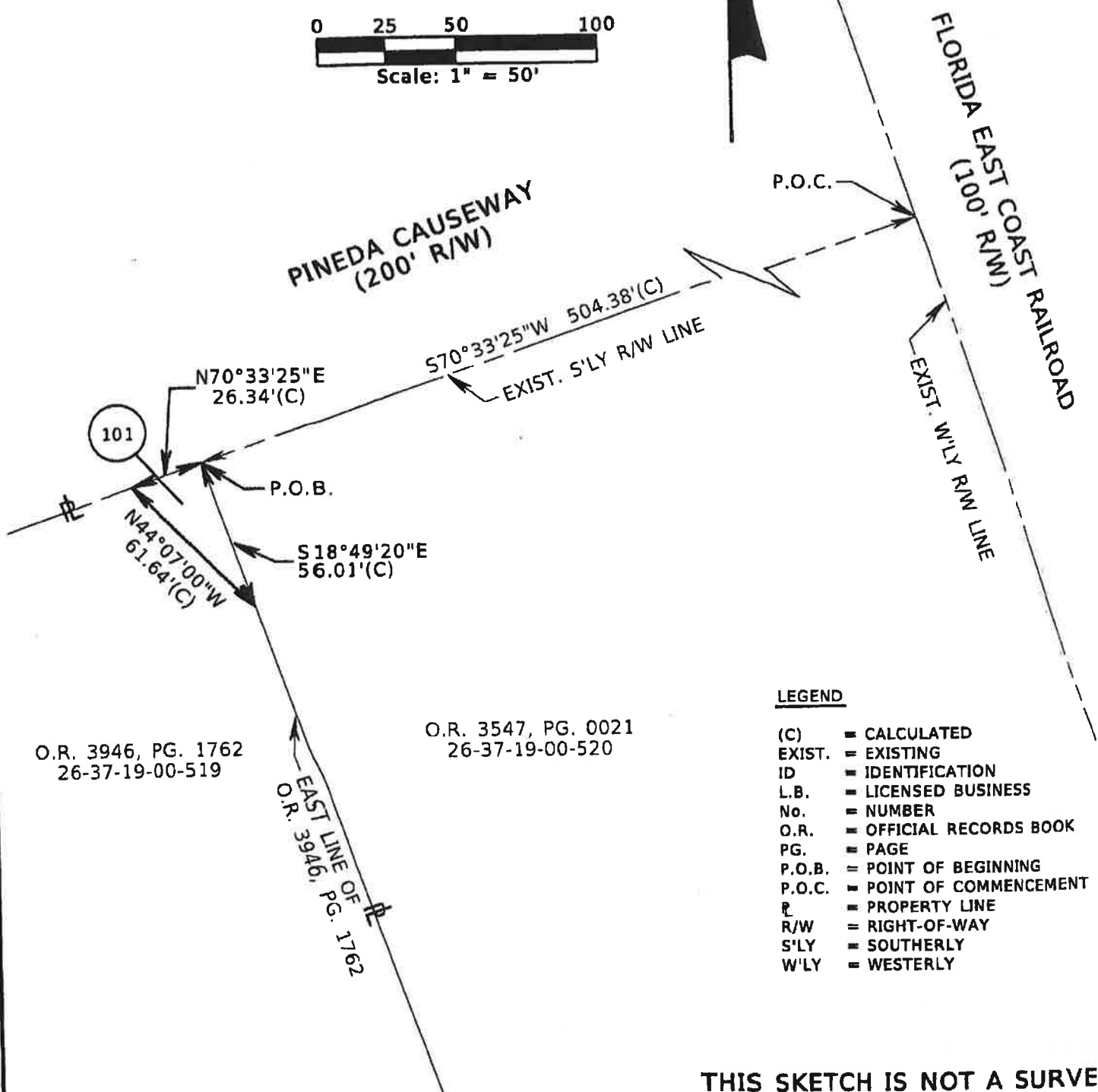
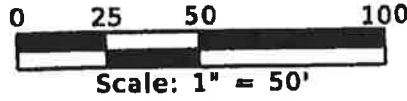
BOBBY PAULK, PSM DATE FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH
	PARCEL 101		
	BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
	DRAWN	B.PAULK	8/20/2015
CHECKED	B.PREWETT	8/20/2015	SCALE: N/A
			SKETCH PREPARED BY:  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648

SKETCH OF DESCRIPTION

EXHIBIT "A"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.




O.R. 3946, PG. 1762
 26-37-19-00-519

O.R. 3547, PG. 0021
 26-37-19-00-520

LEGEND

- (C) = CALCULATED
- EXIST. = EXISTING
- ID = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- No. = NUMBER
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- ℙ = PROPERTY LINE
- R/W = RIGHT-OF-WAY
- S'LY = SOUTHERLY
- W'LY = WESTERLY

THIS SKETCH IS NOT A SURVEY

				PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
				PARCEL 101			
		BY		DATE		DRMP PROJECT NUMBER:	
		DRAWN		B.PAULK		10/19/2015	
		CHECKED		B.PREWETT		10/19/2015	
REVISION		BY		DATE		SCALE:	
						1" = 50'	
				SKETCH PREPARED BY:  DRMF ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648			

LEGAL DESCRIPTION

EXHIBIT "B"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 102 (Fee Simple)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:

COMMENCE at the Intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence run South 70°33'25" West along said Southerly right-of-way line, a distance of 202.70 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 09°35'55"; thence run Southwesterly along the Arc of said curve, a distance of 109.90 feet (Chord Bearing = South 40°12'44" West, Chord Distance = 109.77 feet) to the POINT OF BEGINNING; thence departing said Southerly right-of-way line, South 55°16'27" East, a distance of 10.00 feet; thence run South 34°43'33" West, a distance of 15.88 feet; thence run North 55°18'54" West, a distance of 10.00 feet to a point on said Southerly right-of-way line and a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 01°23'16"; thence run Northeasterly along said Southerly right-of-way line and Arc of said curve, a distance of 15.89 feet (Chord Bearing = North 34°43'33" East, Chord Distance = 15.89 feet) to the POINT OF BEGINNING.

Containing 159 square feet, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

BOBBY PAULK, PSM DATE FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH
	PARCEL 102			
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
	DRAWN	B. PAULK	10/19/2015	SCALE: N/A
	CHECKED	B. PREWETT	10/19/2015	

SKETCH PREPARED BY:



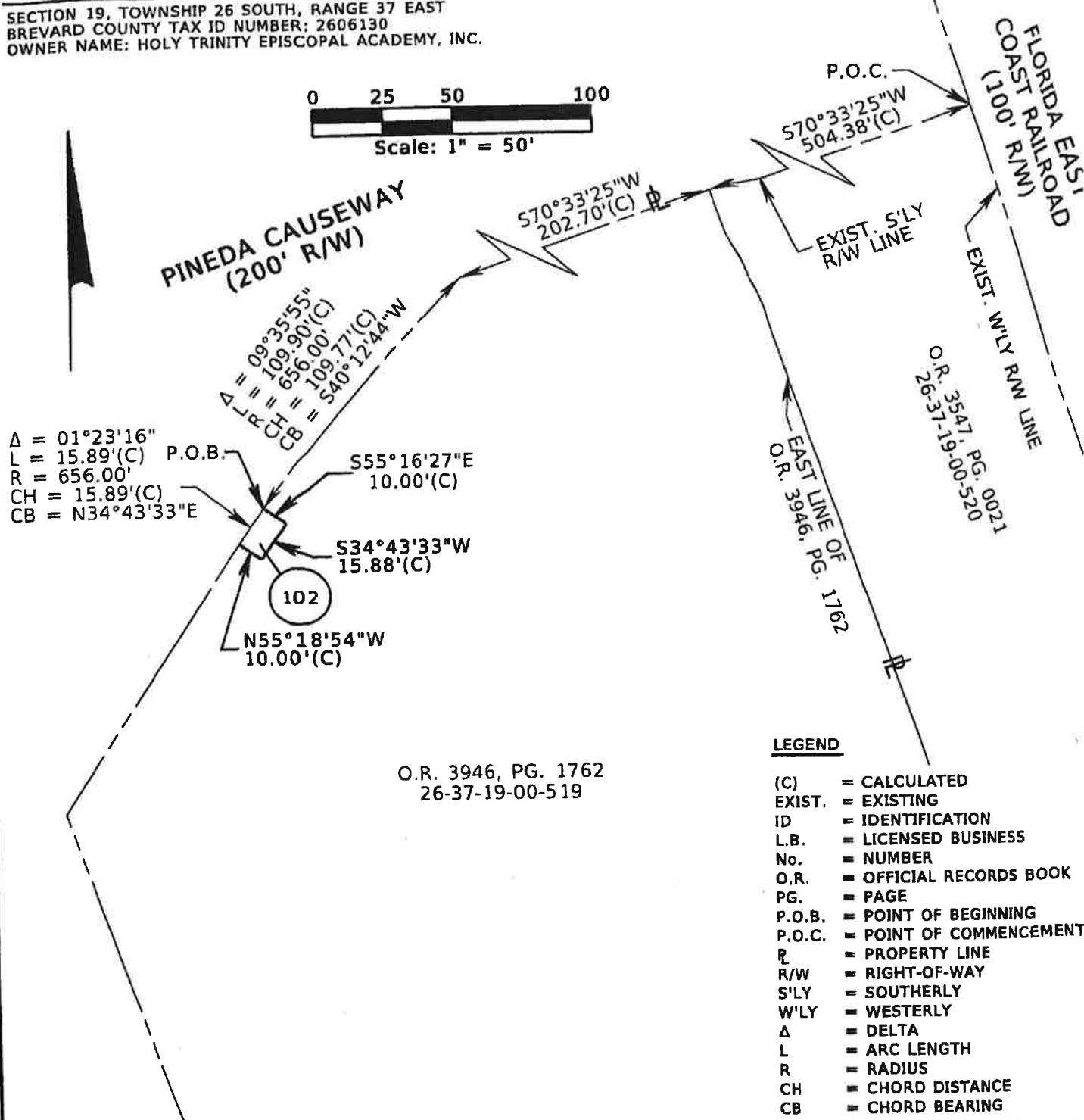
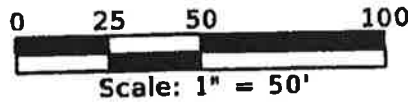
DRMI
 ENGINEERS • SURVEYORS • PLANNERS • E.O.E.
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

SKETCH OF DESCRIPTION

EXHIBIT "B"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



$\Delta = 01^{\circ}23'16''$
 $L = 15.89'(C)$ P.O.B.
 $R = 656.00'$
 $CH = 15.89'(C)$
 $CB = N34^{\circ}43'33''E$

$\Delta = 09^{\circ}35'55''$
 $L = 109.90'(C)$
 $R = 656.00'$
 $CH = 109.77'(C)$
 $CB = S40^{\circ}12'44''W$

$S55^{\circ}16'27''E$
 10.00'(C)

$S34^{\circ}43'33''W$
 15.88'(C)

$N55^{\circ}18'54''W$
 10.00'(C)

$S70^{\circ}33'25''W$
 202.70'(C)

P.O.C.
 $S70^{\circ}33'25''W$
 504.38'(C)

EXIST. S'LY
 R/W LINE

FLORIDA EAST
 COAST RAILROAD
 (100' R/W)

EXIST. W'LY R/W LINE

O.R. 3547, PG. 0021
 26-37-19-00-520


O.R. 3946, PG. 1762

O.R. 3946, PG. 1762
 26-37-19-00-519

LEGEND

- (C) = CALCULATED
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- \square = PROPERTY LINE
- R/W = RIGHT-OF-WAY
- S'LY = SOUTHERLY
- W'LY = WESTERLY
- Δ = DELTA
- L = ARC LENGTH
- R = RADIUS
- CH = CHORD DISTANCE
- CB = CHORD BEARING

THIS SKETCH IS NOT A SURVI

				PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
				PARCEL 102			
				DRAWN		BY	
				B. PAULK		10/19/2015	
				CHECKED		BY	
				B. PREWETT		10/19/2015	
REVISION				BY		DATE	
				DAMP PROJECT NUMBER:		12-0042.002	
				SCALE:		1" = 50'	
				SKETCH PREPARED BY:  DRMI ENGINEERS • SURVEYORS • PLANNERS • SCENARISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 • www.drmp.com L.B. No. 2648			

LEGAL DESCRIPTION

EXHIBIT "C"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 800 (PERMANENT EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 70°33'25" West along said Southerly right-of-way line, a distance of 202.70 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 10°59'11"; thence run Southwesterly along the Arc of said curve and said Southerly right-of-way line, a distance of 125.79 feet (Chord Bearing = South 39°31'09" West, Chord Distance = 125.59 feet) to the POINT OF BEGINNING; thence departing said Southerly right-of-way line, South 55°18'54" East, a distance of 10.00 feet; thence run South 33°33'59" West, a distance of 6.90 feet; thence run South 18°25'47" East, a distance of 106.93 feet; thence run South 71°20'13" West, a distance of 56.58 feet; thence run South 18°39'47" East, a distance of 34.10 feet; thence run South 71°20'13" West, a distance of 34.45 feet to a point on the West line of said lands; thence run North 18°49'27" West along said West line, a distance of 80.61 feet to a point on said Southerly right-of-way line; thence run North 32°41'43" East along said Southerly right-of-way line, a distance of 101.36 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 01°19'51"; thence run Northeasterly along the Arc of said curve and along said Southerly right-of-way line, a distance of 15.24 feet (Chord Bearing = North 33°21'38" East, Chord Distance = 15.24 feet) to the POINT OF BEGINNING.

Containing 0.202 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

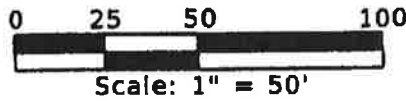
		PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
		PARCEL 800			
				SKETCH PREPARED BY:	
				 DRMP ENGINEER • SURVEYOR • PLANNER • ARCHITECT	
				941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648	
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)				DRMP PROJECT NUMBER: 12-0042.002	
				SCALE: N/A	
		BY	DATE		
		DRAWN	B. PAULK	10/19/2015	
		CHECKED	B. PREWETT	10/19/2015	

SKETCH OF DESCRIPTION

EXHIBIT "C"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



THIS SKETCH IS NOT A SURVE

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
			PARCEL 800			
			BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
			DRAWN	B. PAULK	10/19/2015	SCALE: 1" = 50'
			CHECKED	B. PREWETT	10/19/2015	
REVISION	BY	DATE				

SKETCH PREPARED BY:



DRMF
 ENGINEERS • SURVEYORS • PLANNERS • DESIGNERS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

LEGAL DESCRIPTION

EXHIBIT "D"

SHEET 1 OF

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 800A (PERMANENT EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence run South 70°33'25" West along said Southerly right-of-way line, a distance of 178.67 feet to the POINT OF BEGINNING and to a point on a curve concave to the Southeast, having a Radius of 646.00 feet and a Central Angle of 11°30'42"; thence departing said Southerly right-of-way line, run Southwesterly along the Arc of said curve a distance of 129.79 feet (Chord Bearing = South 41°10'49" West, Chord Distance = 129.57 feet); thence run North 55°16'27" West a distance of 10.00 feet to a point on said Southerly right-of-way line and a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 09°35'55"; thence run Northeasterly along the Arc of said curve 109.90 feet (Chord Bearing = North 40°12'44" East, Chord Distance = 109.77 feet) to the end of said curve; thence run North 70°33'25" West along said Southerly right-of-way line, a distance of 24.03 feet to the POINT OF BEGINNING.

Containing 1197 square feet, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURV

	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH
	PARCEL 800A			SKETCH PREPARED BY:
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	DRAWN	B. PAULK	10/19/2015	SCALE: N/A
	CHECKED	B. PREWETT	10/19/2015	



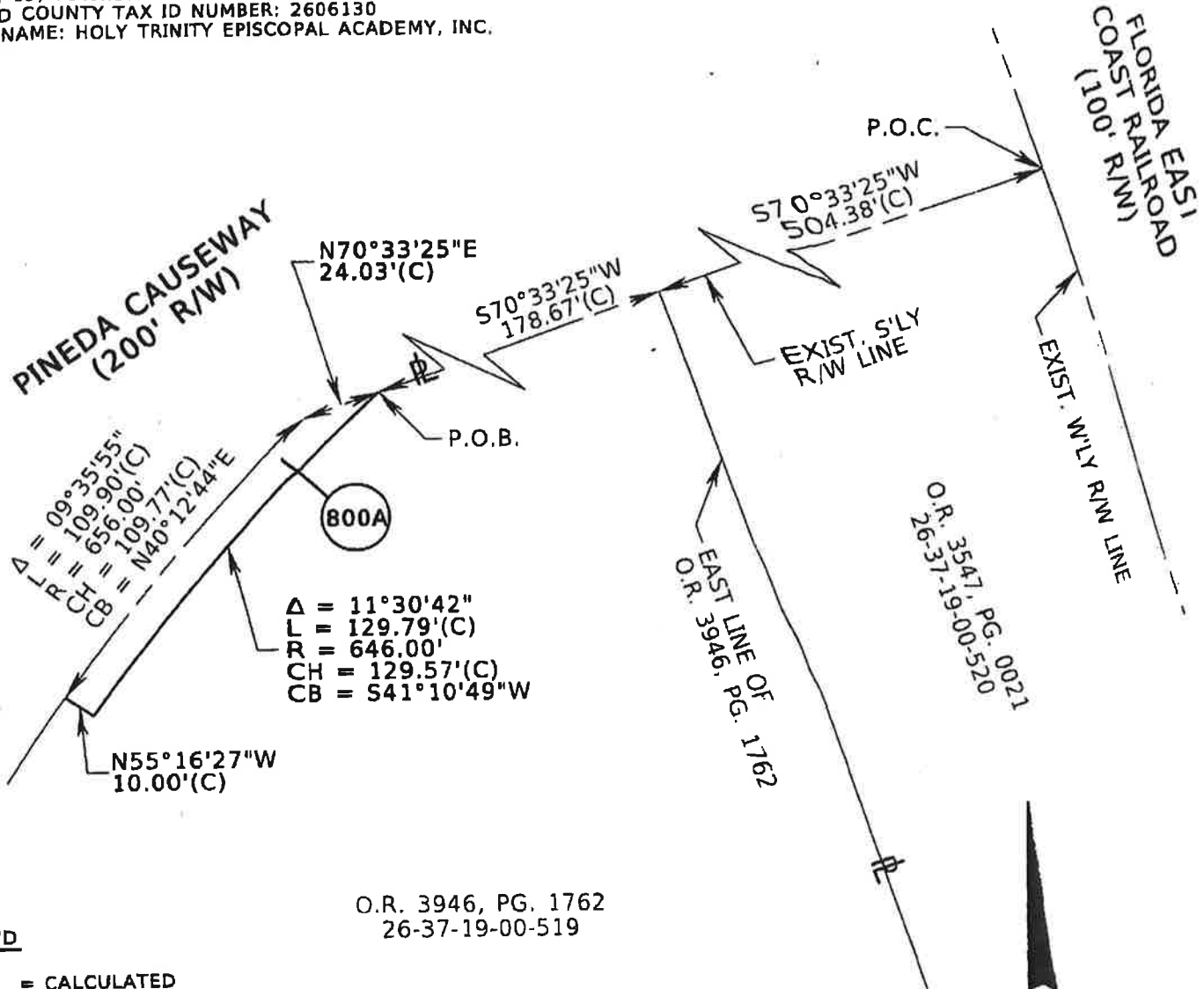
DRM
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 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.cc
 L.B. No. 2648

SKETCH OF DESCRIPTION

EXHIBIT "D"

SHEET 2 OF

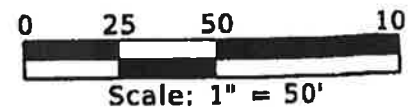
SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



O.R. 3946, PG. 1762
 26-37-19-00-519

LEGEND

- (C) = CALCULATED
- EXIST. = EXISTING
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- L.B. = LICENSED BUSINESS
- No. = NUMBER
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- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- ⊥ = PROPERTY LINE
- R/W = RIGHT-OF-WAY
- S'LY = SOUTHERLY
- W'LY = WESTERLY
- Δ = DELTA
- L = ARC LENGTH
- R = RADIUS
- CH = CHORD DISTANCE
- CB = CHORD BEARING



THIS SKETCH IS NOT A SURV

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WA' PARCEL SKETC	
			PARCEL 800A			
			BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
			DRAWN	B. PAULK	10/19/2015	SCALE: 1" = 50'
			CHECKED	B. PREWETT	10/19/2015	
REVISION	BY	DATE				

SKETCH PREPARED BY:

DRM
 ENGINEERS • SURVEYORS • PLANNERS

841 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.c
 L.B. No. 2648

LEGAL DESCRIPTION

EXHIBIT "E"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 700 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 70°33'25" West along said Southerly right-of-way line, a distance of 202.70 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 12°19'03"; thence run Southwesterly along the Arc of said curve and said Southerly right-of-way line, a distance of 141.03 feet (Chord Bearing = South 38°51'13" West, Chord Distance = 140.75 feet) to the end of said curve; thence South 32°41'43" West along said Southerly right-of-way line, a distance of 101.36 feet to a point on the West line of said lands; thence run South 18°49'27" East along said West line, a distance of 80.61 feet to the POINT OF BEGINNING; thence departing said West line, run North 71°20'13" East, a distance of 34.45 feet; thence run North 18°39'47" West, a distance of 34.10 feet; thence run North 71°20'13" East, a distance of 56.58 feet; thence run North 18°25'47" West, a distance of 28.03 feet; thence run North 71°20'13" East, a distance of 63.31 feet; thence run South 18°39'47" East, a distance of 69.48 feet; thence run South 71°10'35" West, a distance of 76.42 feet; thence run South 18°34'08" East, a distance of 99.41 feet; thence run S71°25'52" West, a distance of 77.57 feet to a point on said West line; thence run North 18°49'27" West along said West line, a distance of 106.84 feet to the POINT OF BEGINNING.

Containing 0.339 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606 130

THIS SKETCH IS NOT A SURVEY

BOBBY PAULK, PSM DATE FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH
	PARCEL 700		
	BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
DRAWN	B. PAULK	10/19/2015	SCALE: N/A
CHECKED	B. PREWETT	10/19/2015	

SKETCH PREPARED BY:



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 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

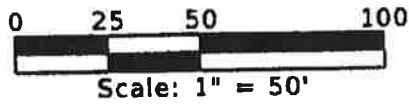
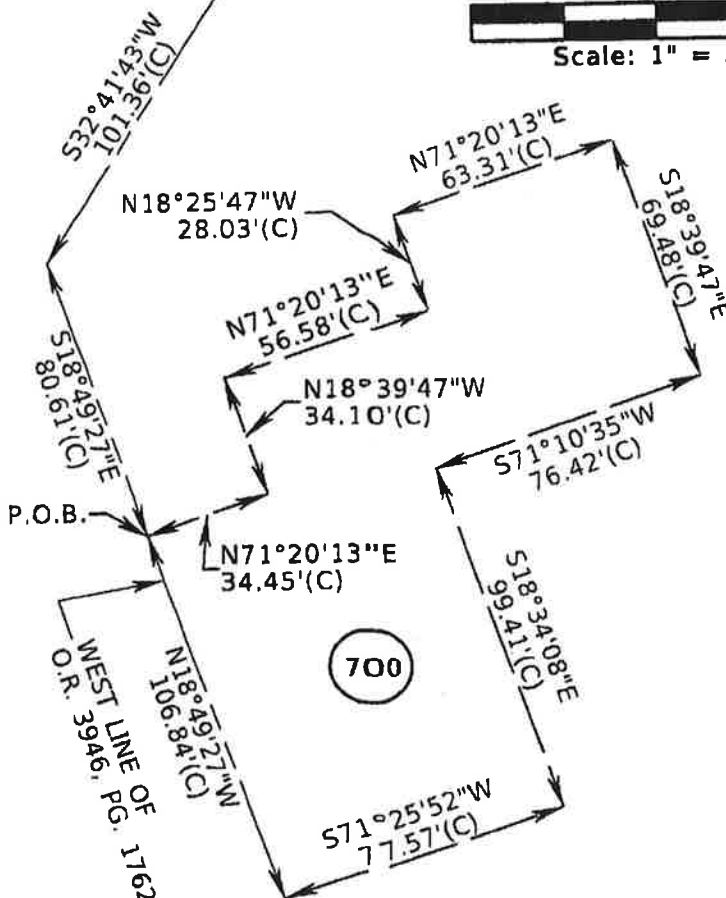
SKETCH OF DESCRIPTION

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

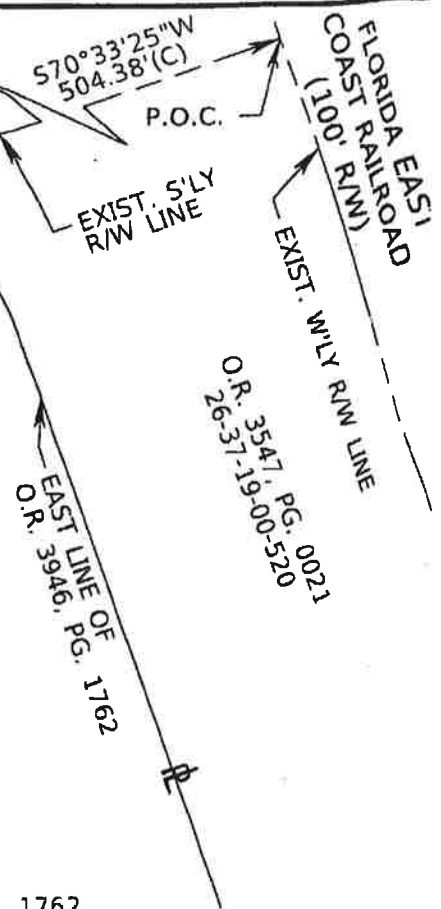
EXHIBIT "E"
 SHEET 2 OF 2

PINEDA CAUSEWAY
 (200' R/W)

$\Delta = 12^{\circ}19'03''$
 $L = 141.03'(C)$
 $RCH = 656.00'(C)$
 $CB = 538^{\circ}51'13''W$



O.R. 3946, PG. 1762
 26-37-19-00-519



LEGEND

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- W'LY = WESTERLY
- Δ = DELTA
- L = ARC LENGTH
- R = RADIUS
- CH = CHORD DISTANCE
- CB = CHORD BEARING

THIS SKETCH IS NOT A SURVI

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
			PARCEL 700			
			BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
			DRAWN	B. PAULK	10/19/2015	SCALE: 1" = 50'
			CHECKED	B. PREWETT	10/19/2015	
REVISION	BY	DATE				

SKETCH PREPARED BY:



DRMI
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 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

LEGAL DESCRIPTION

EXHIBIT "F"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 701 (TEMPORARY ACCESS EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 18°49'20" East along said East line, a distance of 198.12 feet; thence departing said East line, run South 70°58'14" West, a distance of 59.89 feet; thence run North 19°01'46" West, a distance of 140.33 feet; thence run South 71°23'31" West, a distance of 106.33 feet; thence run South 19°01'46" East, a distance of 108.69 feet to the POINT OF BEGINNING; thence continue South 19°01'46" East, a distance of 125.12 feet; thence South 71°34'13" West, a distance of 157.36 feet; thence run North 18°34'11" West, a distance of 34.06 feet; thence run North 71°34'13" East, a distance of 133.09 feet; thence run North 19°01'46" West, a distance of 49.43 feet; thence run South 70°58'14" West, a distance of 56.31 feet; thence run North 18°39'47" West, a distance of 41.38 feet; thence run North 70°58'14" East, a distance of 80.04 feet to the POINT OF BEGINNING.

Containing 0.226 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

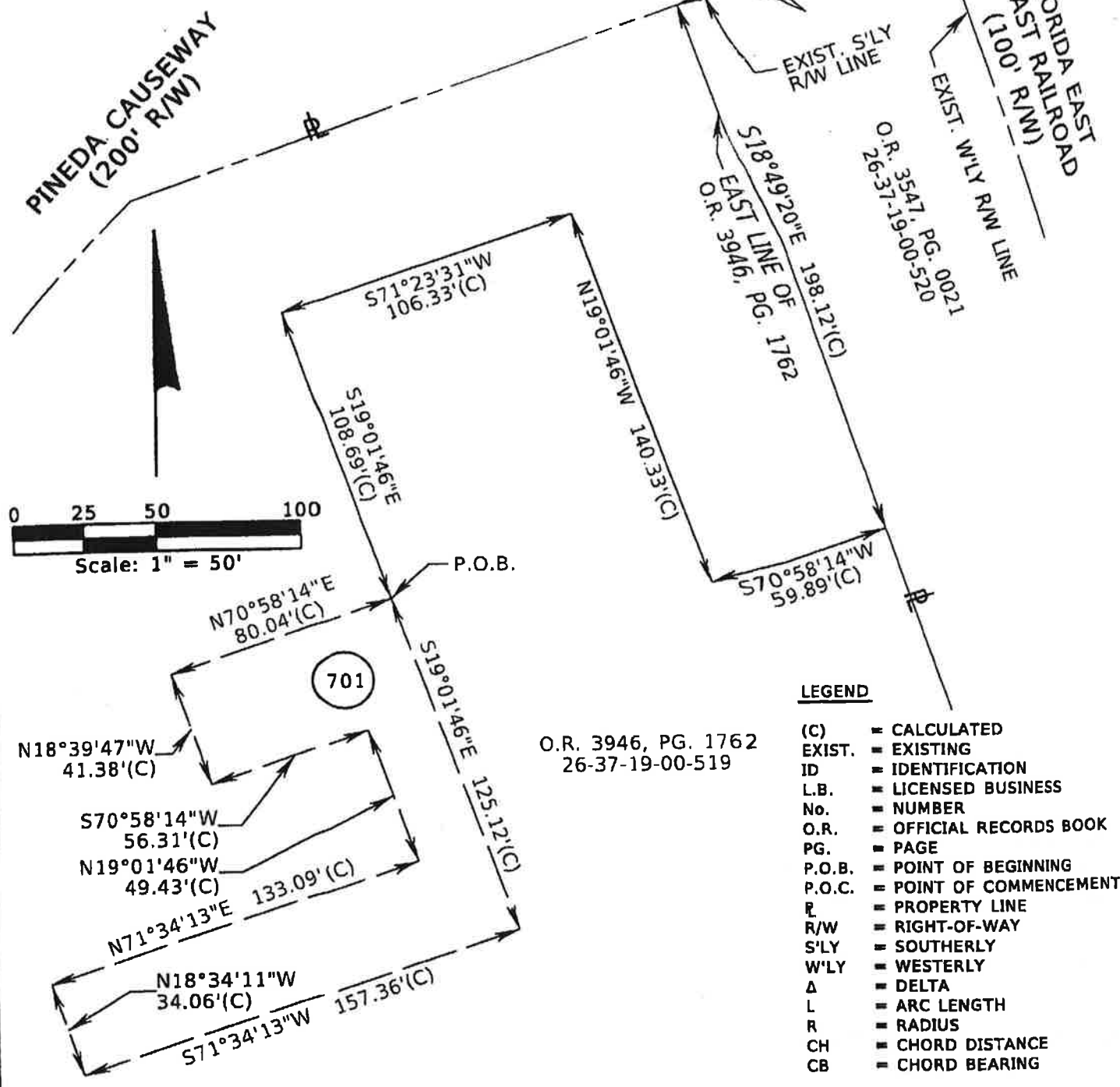
	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH
	PARCEL 701			SKETCH PREPARED BY:
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 669 1 (NOT VALID UNLESS SIGNED AND SEALED)	DRAWN	B. PAULK	10/19/2015	 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 • www.drmp.com L.B. No. 2648
	CHECKED	B. PREWETT	10/19/2015	

SKETCH OF DESCRIPTION

EXHIBIT "F"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



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 - CB = CHORD BEARING

THIS SKETCH IS NOT A SURVE

PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH	
PARCEL 701				SKETCH PREPARED BY:	
		BY	DATE	DRMP PROJECT NUMBER:	
		DRAWN	B. PAULK	8/20/2015	12-0042.002
		CHECKED	B. PREWETT	8/20/2015	SCALE:
					1" = 50'
REVISION	BY	DATE			

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 941 LAKE BALDWIN LANE
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 L.B. No. 2648

LEGAL DESCRIPTION

EXHIBIT "G"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 702 (TEMPORARY ACCESS EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 18°49'20" East along said East line, a distance of 165.70 feet to the POINT OF BEGINNING; thence continue South 18°49'20" East, a distance of 32.42 feet; thence departing said East line, run South 70°58'14" West, a distance of 59.89 feet; thence run North 19°01'46" West, a distance of 140.33 feet; thence run South 71°23'31" West, a distance of 106.33 feet; thence run South 19°01'46" East, a distance of 108.69 feet; thence run South 70°58'14" West, a distance of 24.00 feet; thence run North 19°01'46" West, a distance of 132.86 feet; thence run North 71°23'31" East, a distance of 154.33 feet; thence run South 19°01'46" East, a distance of 131.73 feet; thence run North 70°58'15" East, a distance of 36.00 feet to the POINT OF BEGINNING.

Containing 0.249 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606 130

THIS SKETCH IS NOT A SURVEY

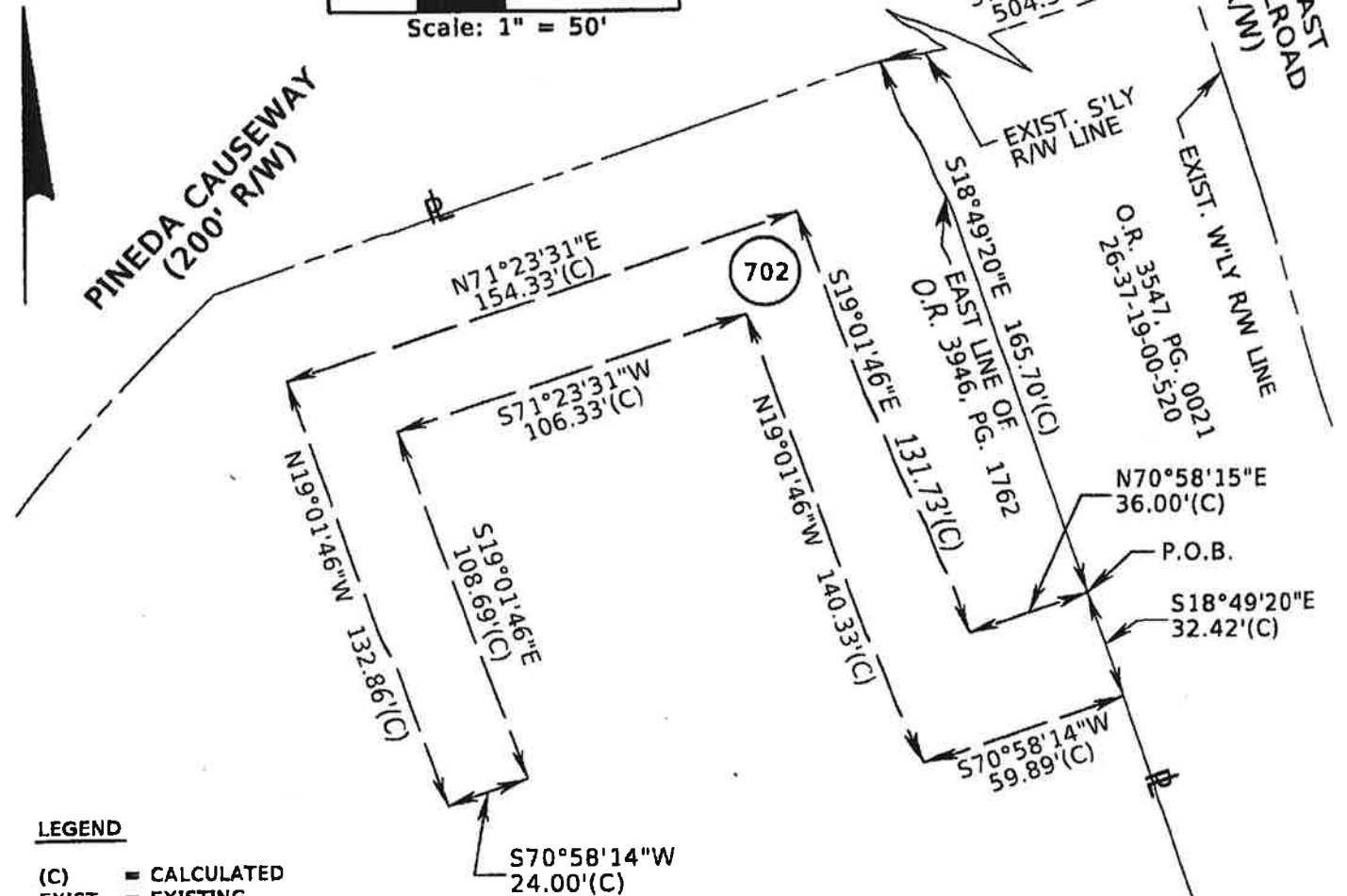
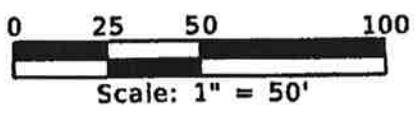
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 669 1 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY BREVARAD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH
	PARCEL 702			
	BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
	DRAWN	B.PAULK	10/19/2015	SCALE: N/A
	CHECKED	B.PREWETT	10/19/2015	SKETCH PREPARED BY:  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648

SKETCH OF DESCRIPTION

EXHIBIT "G"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.




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O.R. 3946, PG. 1762
 26-37-19-00-519

THIS SKETCH IS NOT A SURVEY

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH		
			PARCEL 702			SKETCH PREPARED BY:  DRMF <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648		
			DRMP PROJECT NUMBER: 12-0042.002					
			BY: B. PAULK DATE: 8/20/2015			SCALE: 1" = 50'		
REVISION BY DATE			CHECKED: B. PREWETT DATE: 8/20/2015					

LEGAL DESCRIPTION

PARCEL 108A

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
PARENT PARCEL ID NO.: 26-37-19-00-521

EXHIBIT "I"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 108A

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5060, PAGE 2654 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING WITHIN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE SOUTH 86°46'24" EAST ALONG THE SOUTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 655.88 FEET; THENCE NORTH 00°53'41" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 8.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5768, PAGE 7712; THENCE NORTH 70°33'22" EAST ALONG THE SOUTH LINE OF SAID LANDS FOR A DISTANCE OF 288.34 FEET TO THE SOUTHEAST CORNER OF SAID DESCRIBED LANDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 18°49' 24" WEST ALONG THE EAST LINE OF SAID DESCRIBED LANDS FOR A DISTANCE OF 132.51 FEET; THENCE NORTH 49°31' 59" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 115.92 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1588.00 FEET, AN INCLUDED ANGLE OF 08°00' 05", AND WHOSE LONG CHORD BEARS NORTH 36°41' 45" EAST; THENCE ALONG SAID SOUTH RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 221.76 FEET; THENCE NORTH 32°41' 43" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 19.60 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3946, PAGE 1762; THENCE SOUTH 18°49' 24" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 368.32 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 70°33' 22" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 138.80 FEET TO THE POINT OF BEGINNING, CONTAINING 1.10 ACRES (47,975 SQUARE FEET), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SAID SECTION 19 AS BEING S86°46'24"E, AS PER ORB 5768, PAGE 7712, AN ASSUMED BEARING.
3. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY FACILITIES, CENTRAL SERVICES;
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 16-06-052-1		SECTION 19 TOWNSHIP 26 SOUTH RANGE 37 EAST
		REVISIONS	DATE	
DATE: JULY 6, 2016	SHEET: 1 OF 2			

SKETCH OF DESCRIPTION

PARCEL 108A

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 PARENT PARCEL ID NO.: 26-37-19-00-521



EXHIBIT "I"

SHEET 2 OF 2

NOT VALID WITHOUT SHEET 1 OF 2

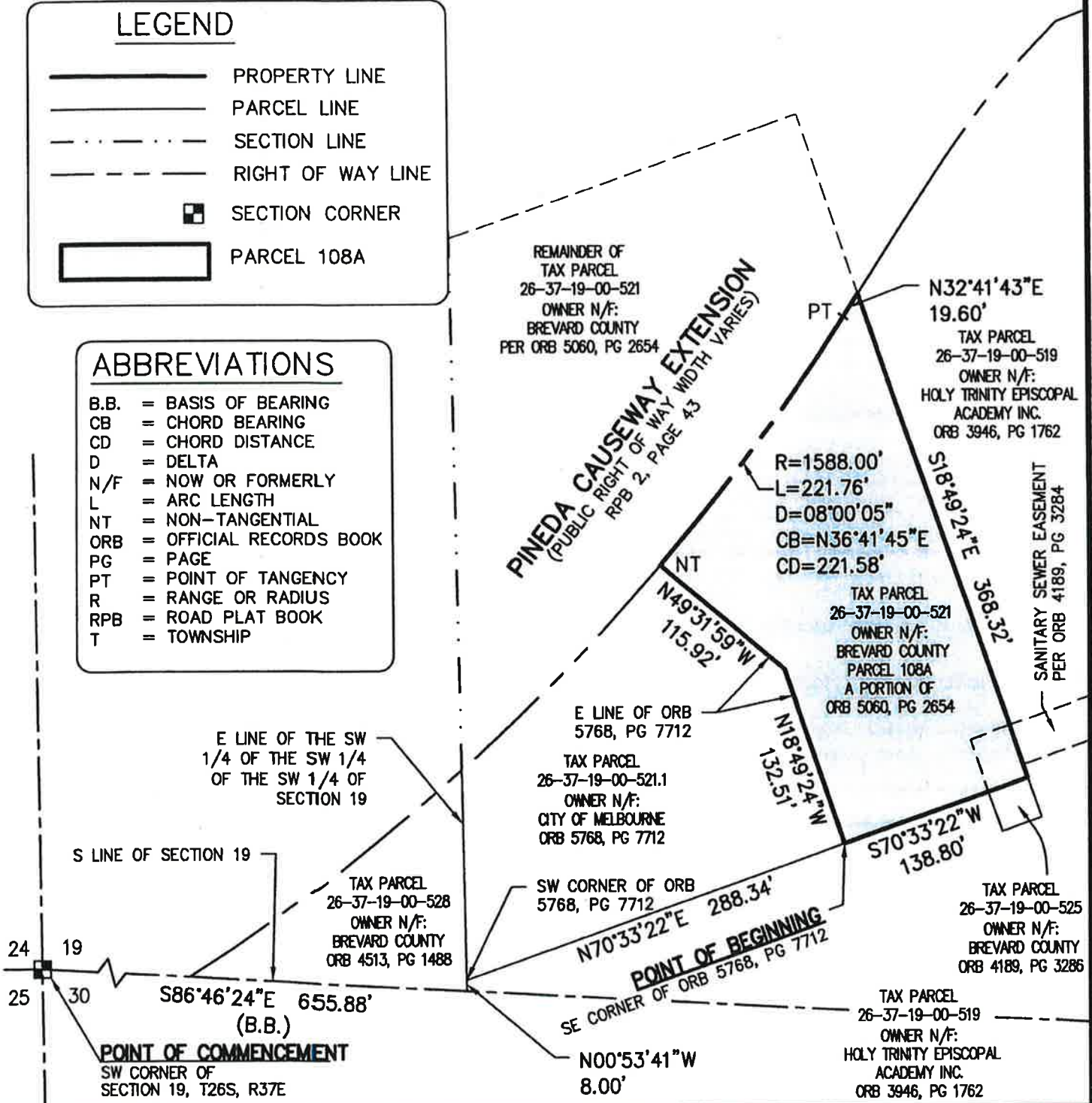
THIS IS NOT A SURVEY

LEGEND

- PROPERTY LINE
- PARCEL LINE
- SECTION LINE
- RIGHT OF WAY LINE
- SECTION CORNER
- PARCEL 108A

ABBREVIATIONS

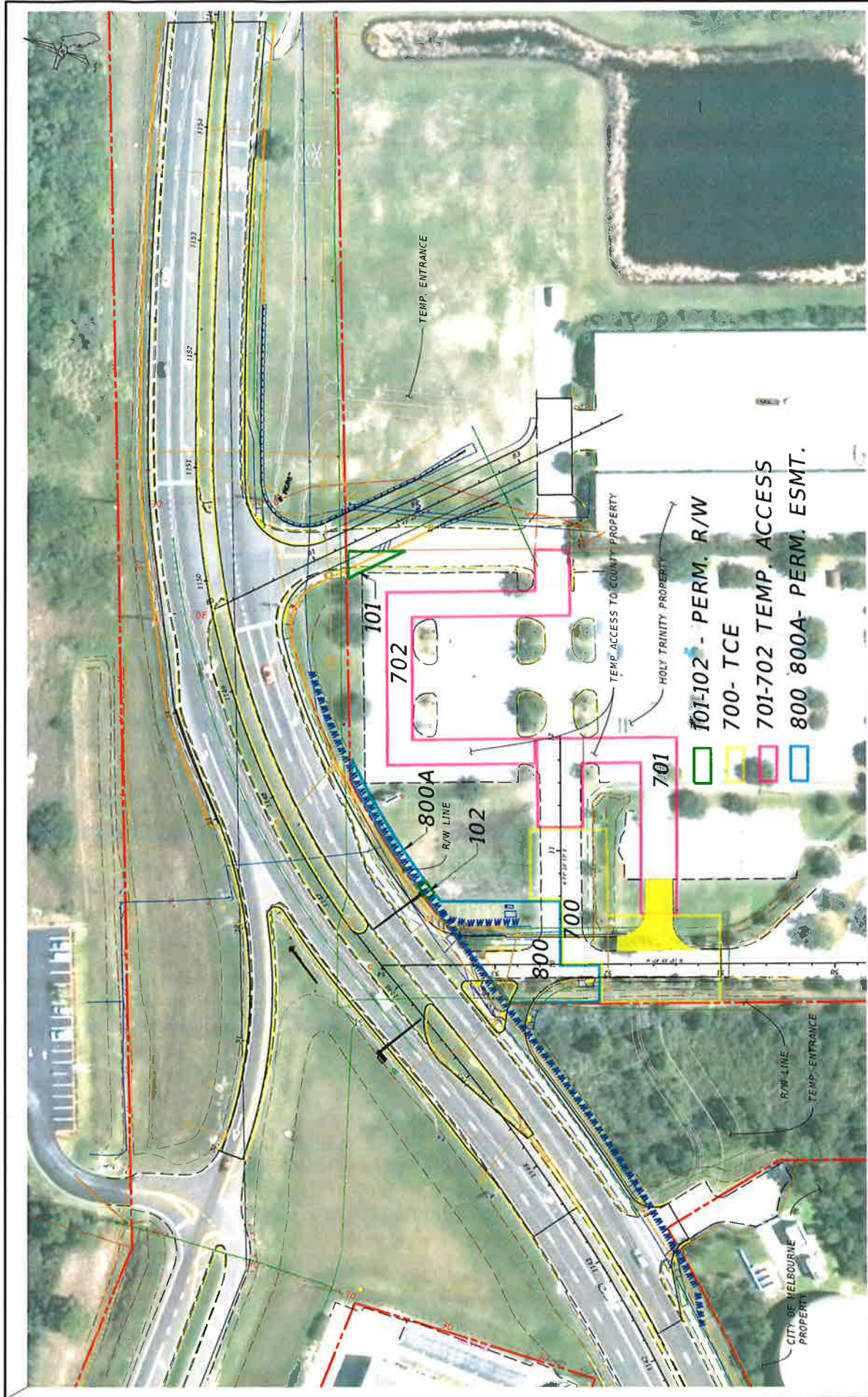
- B.B. = BASIS OF BEARING
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- D = DELTA
- N/F = NOW OR FORMERLY
- L = ARC LENGTH
- NT = NON-TANGENTIAL
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- PT = POINT OF TANGENCY
- R = RANGE OR RADIUS
- RPB = ROAD PLAT BOOK
- T = TOWNSHIP



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
 VIERA, FLORIDA 32940
 PHONE: (321) 633-2080

SCALE: 1"=100'
 PROJECT NO.: 16-06-052-1

SECTION 19
 TOWNSHIP 26 SOUTH
 RANGE 37 EAST



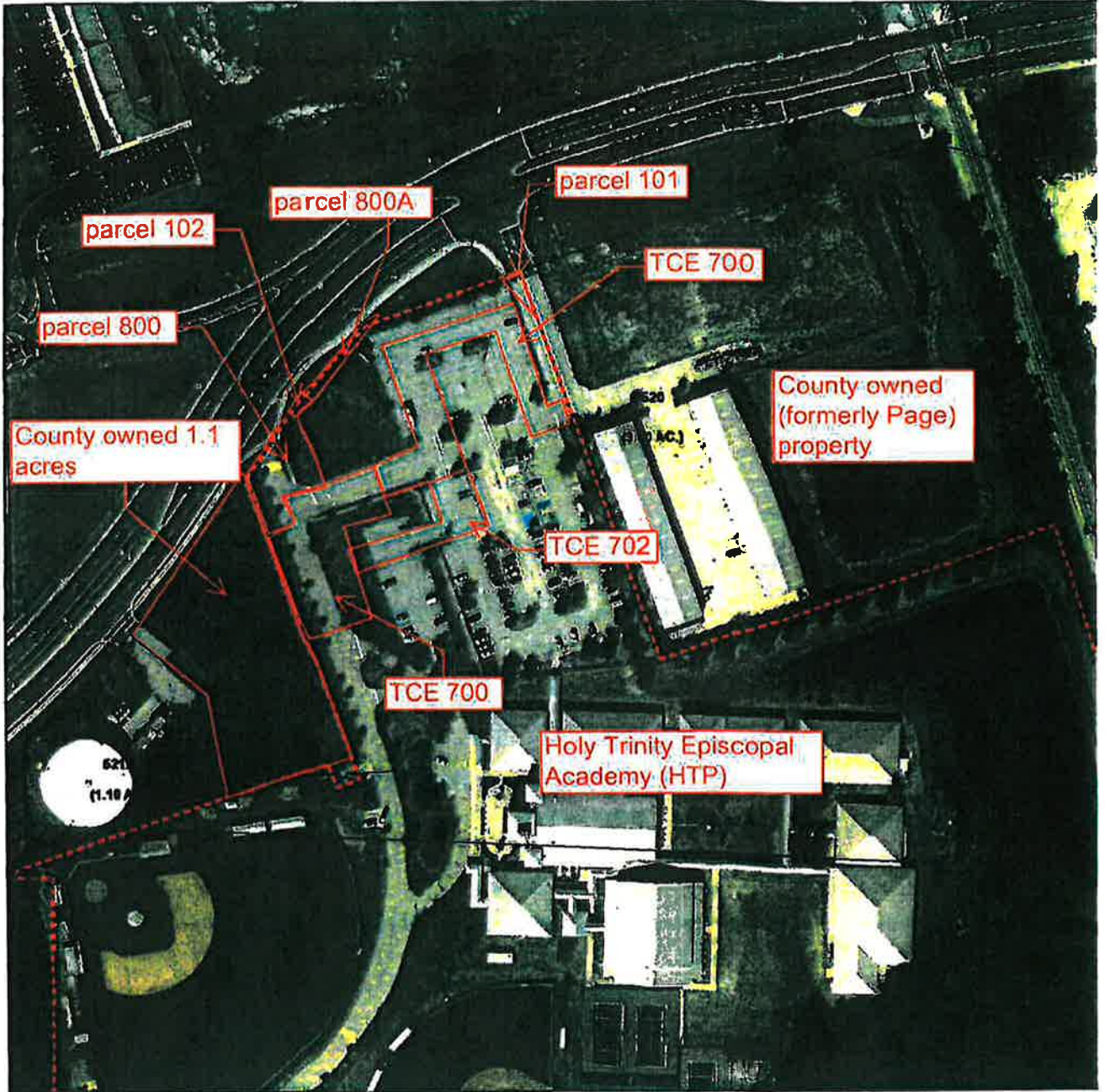
DATE	BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION

DRMP DESIGN REVIEW PROFESSIONAL CORPORATION 39 LAKE BALDWIN LANE, COVINGTON, FLORIDA 32034 CERTIFICATE OF AUTHORIZATION NO. 2849 MICHAEL A. NEWMAN, P.E. LICENSE NO. 48127		SHEET TITLE: BREVARD COUNTY	SHEET NO.: location map of HTP parcels
DRAWN BY: CHECKED BY: DESIGNED BY: ENCLOSED BY:	PROJECT NAME: 422830-1-94-01	PROJECT NO.: P INEDA CAUSEWAY OVER FEC RAILROAD	
APPROVED BY: LICENSE NO. 48127		DATE: 1/3/2006	



Dana Blickley, CFA
Brevard County Property Appraiser

Location Map HTP - County Exchange



North Government Complex
400 South St, 6th Floor
Titusville, FL 32780
Phone: (321) 264-8700
Fax: (321) 264-6964

Merritt Island Services Complex
2676 N Collierway Pkwy
Merritt Island, FL 32953
Phone: (321) 454-8820
Fax: (321) 464-8818

Viera Government Center
2725 Judge Fran Jamieson Wy
Viera, FL 32940
Phone: (321) 880-8880
Fax: (321) 880-8883

South Services Complex
1616 Sarno Rd
Melbourne, FL 32936
Phone: (321) 265-4440
Fax: (321) 265-4439

Palm Bay Service Complex
450 Cogan Dr, SE
Palm Bay, FL 32909
Phone: (321) 852-4674
Fax: (321) 852-4673

Document content intended for assessment purposes only. Not a survey. Map layers may not precisely align. Other disclaimers apply.
Printed Thursday, June 16, 2016 at 12:36 PM. legacy.bcpao.us

**PROPERTY FACT SHEET
PROJECT: PINEDA CAUSEWAY FLYOVER**

OWNER:	Holy Trinity Episcopal Academy, Inc.
PARCEL LOCATION:	5325 Holy Trinity Dr., Melbourne, FL
PARENT PARCEL SIZE:	39.06 acres
ZONING/LANDUSE:	C- School (private – church owned)
IMPROVEMENTS:	(see appraisal)
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	26-37-19-00-00519.0-0000.00
MARKET VALUE: (Property Appraiser's Records)	\$5,833,670.00 (2014 Assessment)
PUBLIC UTILITIES:	All utilities
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: 12/30/98 – and 12/01/84 Sale amount: \$2,813,600

**PROPERTY FACT SHEET
PROJECT: PINEDA CAUSEWAY FLYOVER**

OWNER:	Brevard County
PARCEL LOCATION:	Pineda Causeway, Melbourne, FL
PARENT PARCEL SIZE:	1.74 acres
Exchange Parcel Size:	1.10 Acres
ZONING/LANDUSE:	Vacant County Owned Land
IMPROVEMENTS:	None noted
TOPOGRAPHY:	Level with road grade, no wetlands indicated
FLOOD ZONE:	X (outside 500-year flood)
TAX PARCEL ID#:	26-37-19-00-00521.0-0000.00 (2606132)
MARKET VALUE: (Property Appraiser's Records)	\$200,260.00 (2015 Assessment)
PUBLIC UTILITIES:	All utilities
PROPERTY TRANSACTION: (Clerk of the Court Records)	Purchase date: 9/9/2003 Sale amount: \$900,000.00 for larger parent parcel prior to less out for road construction,

PUBLIC NOTICE
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

As provided in Chapter 125.37 F.S., notice is hereby given that the Board of County Commissioners will hold a public hearing at 9:00 a.m. on July 12, 2016, at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida.

The purpose of the hearing will be to consider an Exchange Agreement for property between Brevard County and Holy Trinity Episcopal Academy, Inc.

In accordance with the Americans with Disabilities Act and Section 286.26 of the Florida Statutes, persons needing special accommodations or an interpreter to participate in the proceedings, please notify Dan Jones at 321-690-6847 in the Public Works Department, Land Acquisition Section, no later than 48 hours prior to the meeting.

A copy of the proposed agreement may be obtained by contacting Dan Jones, Land Acquisition Supervisor at 321-690-6847.

Persons seeking to preserve a verbatim transcript of the record meeting must make those arrangements at their own expense.

EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of July, 2016, by and between Holy Trinity Episcopal Academy, Inc. (HTP) and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as COUNTY).

WITNESSETH:

Section 1. Agreement to Exchange. HTP and the COUNTY, in consideration of the mutual covenants and promises set forth in this Agreement and other valuable consideration, hereby agree to exchange with one another parcels of real property, described in this Agreement, on the terms and conditions set forth in this Agreement.

Section 2. Property to be Transferred to the COUNTY. HTP will transfer to the COUNTY that property described as Parcel 101 (fee simple), 102 (fee simple), 800 (permanent easement), 800A (permanent easement), 700 (TCE), 701 (TCE), 702 (Temporary ingress / egress easement), attached hereto and made a part hereof, as Exhibits A through G (inclusive).

Section 3. Property to be Transferred to HTP. COUNTY will transfer to HTP that property described as Parcel I (Vacant County owned property), attached hereto and made a part hereof, as Exhibit I.

Section 4. Exchange Values. COUNTY estimates that the average market values of the respective real property to be exchanged hereunder are equal based upon the parcels are in close proximity to one another. HTP does not agree the values are equal. To address this issue the County shall pay \$185,000.00 to HTP plus transferring title to Parcel I.

Section 5. Occupancy; Brokers. The COUNTY represents with respect to Parcel I and Exhibit I that there are no occupants in possession of such property except the COUNTY and that there is no brokerage commission or like fee compensation due to any party with respect to the conveyance of the property contemplated herein. HTP represents with respect to Parcels 101, 102, 800, 800A, 700, 701, 702 there are no occupants in possession of such property except HTP and that there is no brokerage commission or like fee compensation due to any party with respect to the conveyance of the property contemplated herein. Each party shall be entitled to possession of the property to be conveyed to it at the time of closing.

Section 6. Closing. Closing shall take place simultaneously with or at the County's discretion, within twenty (20) days after execution of this agreement which can only be authorized after the published notice and the adoption by the Board of County Commissioners of a Resolution authorizing this Exchange. At the time of closing all documents of transfer and all other closing documents shall be delivered and all expenses of closing shall be paid. Both conveyances (i.e., the conveyance from HTP to the COUNTY and the conveyance from the COUNTY to HTP) shall occur simultaneously as an exchange of properties upon the terms and conditions set forth in this Agreement, and each conveyance shall be a condition precedent to the other.

After closing, HTP may choose to rezone Parcel I. HTP may also seek a small scale comprehensive plan amendment. The County is required to review such requests in advertised public hearings. Currently, Parcel I is surrounded by property zoned for Governmental, Industrial and Commercial use. No changes to those land uses are being processed at this time. In compliance with Section 2-25, Code of Ordinances of Brevard County, FL, prior to closing the County shall initiate a small scale plan amendment to change the comprehensive plan to Community Commercial. Simultaneously, the County shall file a rezoning request for a change to BU-1 zoning on behalf of HTP as to Parcel I. After the applications for land use and zoning changes are filed, HTP will handle all of the procedures and hearings relating to the zoning and land use changes.

Section 7. Closing: Costs and Other Expenses. The cost of performing or obtaining any state documentary stamps which are required to be affixed to the deeds, the cost of the title insurance commitments and policies issued pursuant to this Agreement, the cost of recording the deeds, and any other normal and customary closing costs shall be paid for by the Parties receiving title. Each party shall pay its own attorney's fees incurred in connection with the negotiation, preparation, execution, and closing of this Agreement.

Section 8. Evidence of Title/Survey. The COUNTY shall obtain evidence of title for Parcels 101, 102, 800, 800A, 700, 701, 702 at least five (5) days prior to closing. The COUNTY'S evidence of title and HTP's evidence of title shall be title insurance commitments in accordance with Standard A of the Standards for Real Estate Transactions as shown in Exhibit J in the insured amount of \$457,000.00 for HTP's Parcels. Each party shall have five (5) days to review the title commitment applicable to the parcel to be conveyed to it. If either title commitment discloses that title to the applicable property is subject to matters which render title unmarketable to the COUNTY, with respect to the commitment applicable to HTP Parcel, and/or COUNTY with respect to the commitment to COUNTY Parcel, as the case may be, shall notify the other party, in writing, specifying the defect. Such other party shall have one hundred twenty (120) days from the date of receipt of such notice to remove the defect or defects and shall use diligent efforts in connection therewith. If such other party is unsuccessful in rendering the defects within such one hundred twenty (120) day period, the objecting party shall have the right to either (a) accept title as it then is, without any claim for damages, or (b) terminate this Agreement, in which event the COUNTY and HTP shall be released from any and all further obligations and liabilities hereunder. The COUNTY shall obtain, at least five (5) days prior to closing, boundary surveys of HTP Parcel and COUNTY Parcel prepared by a registered Florida surveyor. The survey for HTP Parcel shall be certified to the COUNTY, the Title Insurer, and the Issuing Agent. The survey for COUNTY Parcel shall be certified to HTP, the Title Insurer, and the Issuing Agent. In the event either survey reveals any material survey defect, the same shall be treated as a title defect in the manner provided herein above.

Section 9. Conveyance. The COUNTY'S conveyance to HTP shall be made by County Deed pursuant to Chapter 125.411, Florida Statutes. HTP'S conveyance to the COUNTY shall be made by Warranty Deed, Permanent Easement, Temporary Ingress / Egress Easement and Temporary Construction Easement. The Easements to be delivered by HTP will be in substantially the same form as those attached hereto as Composite Exhibit "K". County shall construct a driveway on Parcel 701 to serve HTP at a minimum width of 24 feet and a length of approximately 133 feet. Water service to HTP shall also be reconfigured. The parties acknowledge there is a joint access easement encumbering title HTP and adjacent County owned property to the east. At the closing of the exchange parcels, a release of each half of the joint access easement shall be delivered to the closing agent to be held in escrow. Upon

completion of construction of the permanent access on Parcels 800,700, and 701 the County shall provide written notice to HTP and the escrow agent of the opening of the permanent access for use by HTP. The escrow agent shall then record the releases. HTP specifically acknowledges there may be a time period during construction of the Pineda Grade Change Project when the use of joint access easement may be impaired. HTP specifically authorizes and waives objections to such impairment of use of the joint access area provided the county has provided temporary alternative access to the Holy Trinity property. The County shall reserve a temporary construction easement across Parcel "I", which shall expire after a period of three years from the date of the closing or completion of the Pineda Grade Change Project whichever occurs first.

Section 10. Title Subject to. Each grantee shall take title subject only to:

- a. Comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
- b. Taxes for the year of closing and subsequent years.
- c. Agreements and other matters of public record.
- d. With respect to HTP Parcel, title and easement interests shall be conveyed to COUNTY subject to the terms and conditions applicable thereto, as are set forth in that certain Warranty Deed and Easement documents which will convey HTP Parcel to the County and will be recorded in Public Records of Brevard County, Florida.
- e. The parties acknowledge that the COUNTY Parcel was originally deeded to County by Warranty Deed and recorded in the Public Records of Brevard County at OR Book 5060 at page 2654 on September 19, 2003 by Action Cappa, LLC a Florida Limited Liability Company Successor by Merger to Action Cappa Corp, a Florida Corporation. Title to the County Parcel is conveyed to HTP free and clear.

Section 11. Notices. Any notice to be delivered to either party under this Agreement or by any statute, decision, or rule of law shall be in writing and may be served personally or sent by registered or certified mail until a different address is furnished in writing addressed as follows:

HTP:
Dana Kilborne, as President
Holy Trinity Episcopal Academy, Inc.
5625 Holy Trinity Drive
Melbourne, FL 32940

COUNTY:
Jim Barfield, as Chairman
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way, Building C
Viera, FL 32940

Any such notice shall be deemed given as of the date delivered, if served personally, or as of the date when deposited in any post office box regularly maintained by the United States Postal Service, if mailed.

Section 12. Default. If a party fails to perform its obligations, covenants, and warranties under this Agreement, the other party shall be relieved of all obligations under this Agreement and may proceed in law or equity to enforce its legal rights under this Agreement. This

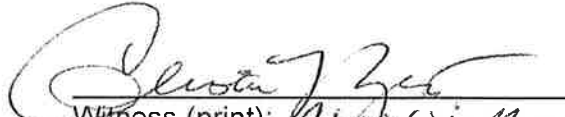
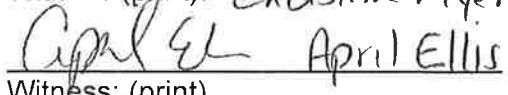
Exchange Agreement shall survive closing and County's delivery of the deed for the COUNTY Parcel.

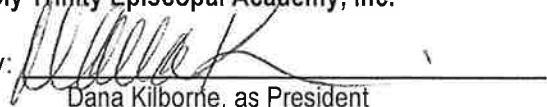
Section 13. Standards for Real Estate Transactions. The standards for real estate transactions attached to this Agreement as (Exhibit J), as printed on the reverse side (or second page) of the form of contract for sale and purchase approved for general use by a majority of the members of the Florida Bar and the Florida Association of Realtors, are hereby made applicable to this transaction, to the extent that the same apply and are not in conflict with the terms of this Agreement. All references to the seller in the standards shall be construed to mean the respective grantor in a conveyance of real property called for under this Agreement, and all references to the buyer shall be construed to mean the respective grantee of such property. All properties to be conveyed hereunder shall be conveyed free of mortgages or other encumbrances and any security interests in personal property.

Section 14. Assigns, Choice of Law, Venue, Attorney's Fees, Entire Agreement, Paragraph Headings.

- A. The terms, conditions, warranties, covenants, and obligations contained in this Agreement shall in every case apply to and be binding on the parties and their respective successors and assigns.
- B. This Agreement shall be interpreted under the laws of the State of Florida and the terms, rights, and remedies provided for under this Agreement, and at law or equity shall be those given under the laws under the State of Florida, or when the laws of the State of Florida are preempted by the laws of the United States, under the laws of the United States of America. The venue of any litigation arising out of this Agreement shall be in Brevard County, Florida. In the event of any litigation arising out of this Agreement, each party shall bear its own attorney's fees and costs.
- C. The section and paragraph headings given throughout this Agreement have been inserted only for convenience in reference and in no way limit, describe, or define the scope of this Agreement or any sections, paragraphs, or provisions thereof.
- D. This Agreement contains the entire Agreement of the parties. There are no oral understandings, terms, or conditions and neither party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement. This Agreement cannot be amended, changed, or supplemented orally.

Executed this 8 day of July, 2016.


 Witness (print): Christine Myers

 Witness: (print) April Ellis

Holy Trinity Episcopal Academy, Inc.
 By: 
 Dana Kilborne, as President

(Additional signatures on following page)

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME personally appeared Dana Kilborne, AS President of Holy Trinity Episcopal Academy, Inc., personally known to me to be the person who executed the foregoing Agreement or has produced FL Driver License as identification, and they acknowledged before me that they executed the same for the purposes described therein.

WITNESS my hand and official seal this 8th day of July, 2016.

April Ellis
Notary Public, State of Florida
My Commission Expires 03-12-2020



Attest:

[Signature]
Scott Ellis, Clerk

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Jim Barfield, Chairman

Reviewed for form and legal content:

As Approved by the Board on: July 12, 2016

[Signature]
Eden Bentley
Deputy County Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
BREVARD COUNTY TAX ID NUMBER: 2606130
OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 101 (Fee Simple)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida and the POINT OF BEGINNING; thence, departing said Southerly right-of-way line, South 18°49'20" East, along said East line, a distance of 56.01 feet; thence, departing said East line, North 44°07'00" West, a distance of 61.64 feet to the aforesaid Southerly right-of-way line of Pineda Causeway; thence North 70°33'25" East, along said Southerly right-of-way line, a distance of 26.34' feet to the POINT OF BEGINNING.

Containing 738 square feet, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

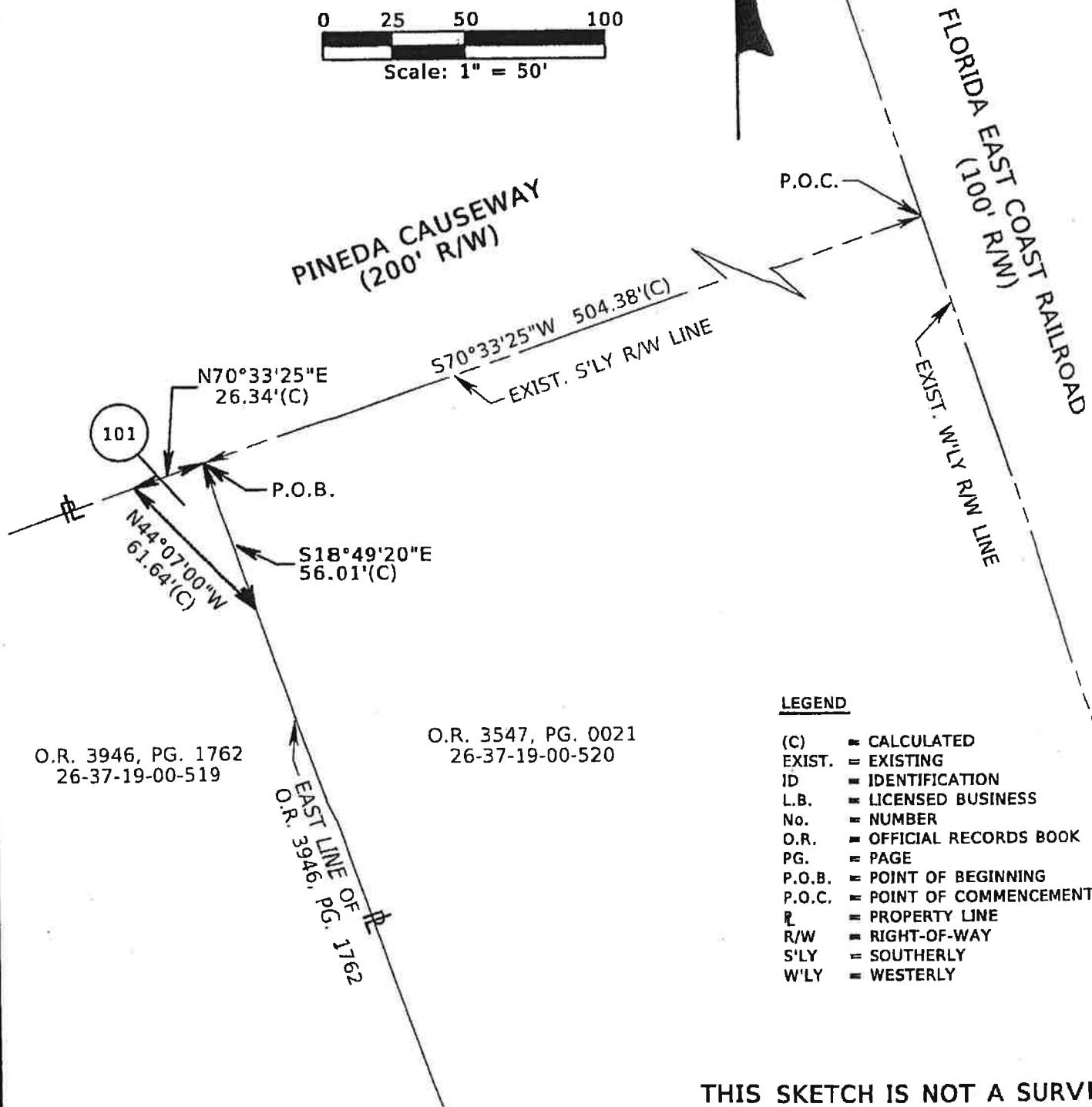
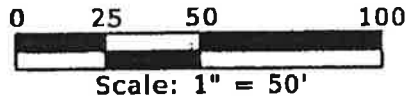
	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
	PARCEL 101			
		BY	DATE	DRMP PROJECT NUMBER:
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	DRAWN	B.PAULK	8/20/2015	12-0042.002
	CHECKED	B.PREWETT	8/20/2015	SCALE: N/A
				SKETCH PREPARED BY:  DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648

SKETCH OF DESCRIPTION

EXHIBIT "A"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



O.R. 3946, PG. 1762
 26-37-19-00-519

O.R. 3547, PG. 0021
 26-37-19-00-520

O.R. 3946, PG. 1762
 EAST LINE OF

LEGEND

- (C) = CALCULATED
- EXIST. = EXISTING
- ID = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- No. = NUMBER
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- ℙ = PROPERTY LINE
- R/W = RIGHT-OF-WAY
- S'LY = SOUTHERLY
- W'LY = WESTERLY

THIS SKETCH IS NOT A SURVEY

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH		
			PARCEL 101			SKETCH PREPARED BY:		
			BY	DATE	DRMP PROJECT NUMBER	DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648		
			DRAWN	B. PAULK	10/19/2015			
REVISION	BY	DATE	CHECKED	B. PREWETT	10/19/2015			

LEGAL DESCRIPTION

EXHIBIT "B"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 102 (Fee Simple)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence run South 70°33'25" West along said Southerly right-of-way line, a distance of 202.70 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 09°35'55"; thence run Southwesterly along the Arc of said curve, a distance of 109.90 feet (Chord Bearing = South 40°12'44" West, Chord Distance = 109.77 feet) to the POINT OF BEGINNING; thence departing said Southerly right-of-way line, South 55°16'27" East, a distance of 10.00 feet; thence run South 34°43'33" West, a distance of 15.88 feet; thence run North 55°18'54" West, a distance of 10.00 feet to a point on said Southerly right-of-way line and a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 01°23'16"; thence run Northeasterly along said Southerly right-of-way line and Arc of said curve, a distance of 15.89 feet (Chord Bearing = North 34°43'33" East, Chord Distance = 15.89 feet) to the POINT OF BEGINNING.

Containing 159 square feet, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

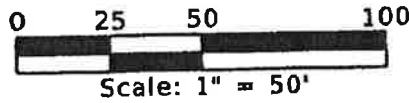
	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH
	PARCEL 102			SKETCH PREPARED BY:
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	DRAWN	B. PAULK	10/19/2015	 DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • GEOMETRISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648
	CHECKED	B. PREWETT	10/19/2015	

SKETCH OF DESCRIPTION

EXHIBIT "B"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



**PINEDA CAUSEWAY
 (200' R/W)**

$\Delta = 01^{\circ}23'16''$
 $L = 15.89'(C)$ P.O.B.
 $R = 656.00'$
 $CH = 15.89'(C)$
 $CB = N34^{\circ}43'33''E$

$\Delta = 09^{\circ}35'55''$
 $L = 109.90'(C)$
 $R = 656.00'$
 $CH = 109.77'(C)$
 $CB = S40^{\circ}12'44''W$

$S55^{\circ}16'27''E$
 10.00'(C)

$S34^{\circ}43'33''W$
 15.88'(C)

$N55^{\circ}18'54''W$
 10.00'(C)

102

O.R. 3946, PG. 1762
 26-37-19-00-519

P.O.C.
 $S70^{\circ}33'25''W$
 504.38'(C)

EXIST. S'LY
 R/W LINE

**FLORIDA EAST
 COAST RAILROAD
 (100' R/W)**

EXIST. W'LY
 R/W LINE

O.R. 3547, PG. 0021
 26-37-19-00-520

EAST LINE OF
 O.R. 3946, PG. 1762

LEGEND

- (C) = CALCULATED
- EXIST. = EXISTING
- ID = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- No. = NUMBER
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R = PROPERTY LINE
- R/W = RIGHT-OF-WAY
- S'LY = SOUTHERLY
- W'LY = WESTERLY
- Δ = DELTA
- L = ARC LENGTH
- R = RADIUS
- CH = CHORD DISTANCE
- CB = CHORD BEARING

THIS SKETCH IS NOT A SURVEY

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
			PARCEL 102			
			BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
			DRAWN	B. PAULK	10/19/2015	SCALE: 1" = 50'
			CHECKED	B. PREWETT	10/19/2015	
REVISION	BY	DATE				

SKETCH PREPARED BY:

DRMP
 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

LEGAL DESCRIPTION

EXHIBIT "C"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 800 (PERMANENT EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 70°33'25" West along said Southerly right-of-way line, a distance of 202.70 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 10°59'11"; thence run Southwesterly along the Arc of said curve and said Southerly right-of-way line, a distance of 125.79 feet (Chord Bearing = South 39°31'09" West, Chord Distance = 125.59 feet) to the POINT OF BEGINNING; thence departing said Southerly right-of-way line, South 55°18'54" East, a distance of 10.00 feet; thence run South 33°33'59" West, a distance of 6.90 feet; thence run South 18°25'47" East, a distance of 106.93 feet; thence run South 71°20'13" West, a distance of 56.58 feet; thence run South 18°39'47" East, a distance of 34.10 feet; thence run South 71°20'13" West, a distance of 34.45 feet to a point on the West line of said lands; thence run North 18°49'27" West along said West line, a distance of 80.61 feet to a point on said Southerly right-of-way line; thence run North 32°41'43" East along said Southerly right-of-way line, a distance of 101.36 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 01°19'51"; thence run Northeasterly along the Arc of said curve and along said Southerly right-of-way line, a distance of 15.24 feet (Chord Bearing = North 33°21'38" East, Chord Distance = 15.24 feet) to the POINT OF BEGINNING.

Containing 0.202 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

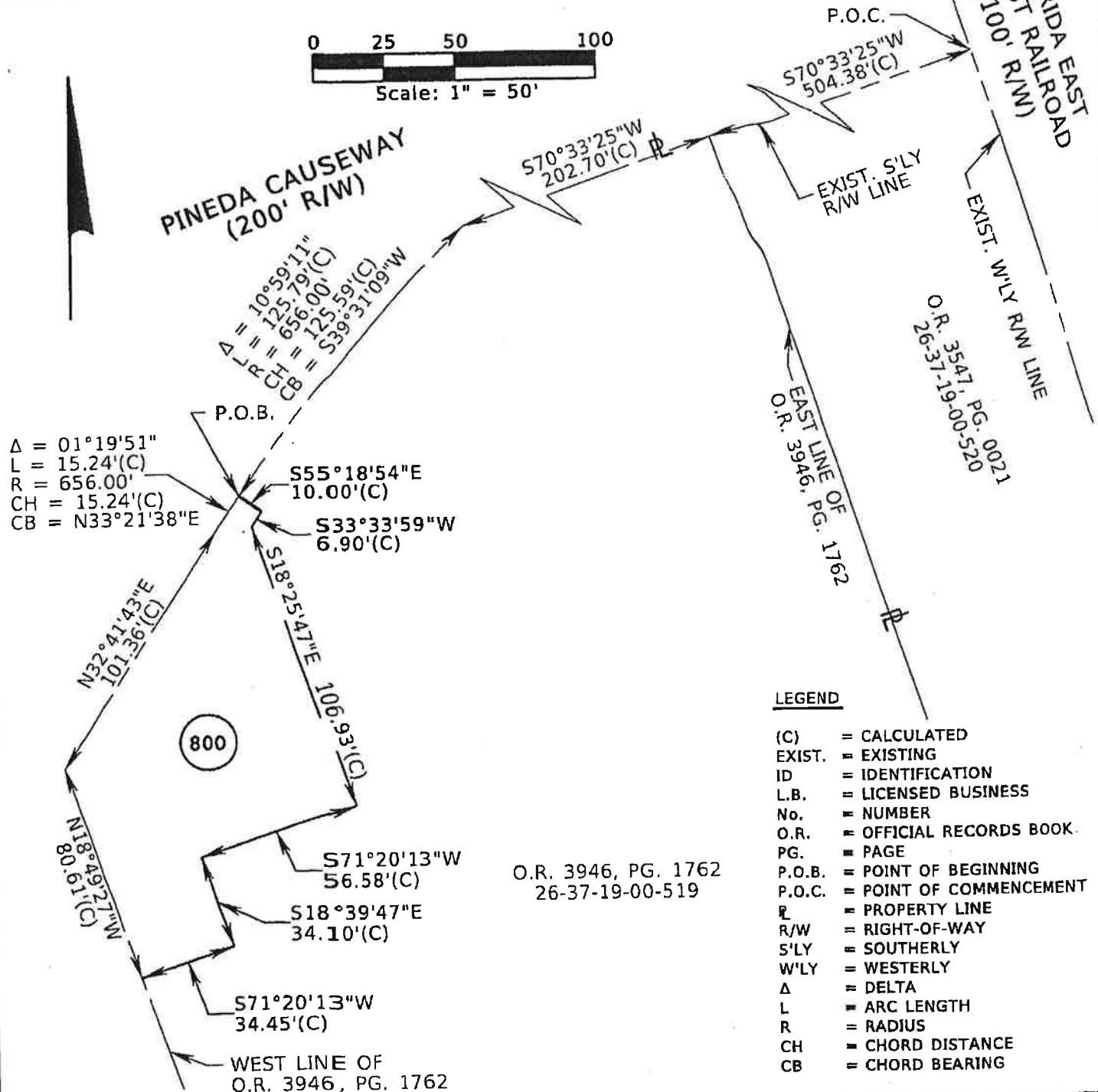
	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH
	PARCEL 800			SKETCH PREPARED BY:
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	DRAWN	B. PAULK	10/19/2015	 DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648
	CHECKED	B. PREWETT	10/19/2015	

SKETCH OF DESCRIPTION

EXHIBIT "C"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



THIS SKETCH IS NOT A SURVEY

				PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
				PARCEL 800			
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002			
		DRAWN	B. PAULK	10/19/2015	SCALE: 1" = 50'		
		CHECKED	B. PREWETT	10/19/2015	SKETCH PREPARED BY: DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2548		
REVISION		BY	DATE				

LEGAL DESCRIPTION

EXHIBIT "D"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 800A (PERMANENT EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the Intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence run South 70°33'25" West along said Southerly right-of-way line, a distance of 178.67 feet to the POINT OF BEGINNING and to a point on a curve concave to the Southeast, having a Radius of 646.00 feet and a Central Angle of 11°30'42"; thence departing said Southerly right-of-way line, run Southwesterly along the Arc of said curve a distance of 129.79 feet (Chord Bearing = South 41°10'49" West, Chord Distance = 129.57 feet); thence run North 55°16'27" West a distance of 10.00 feet to a point on said Southerly right-of-way line and a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 09°35'55"; thence run Northeasterly along the Arc of said curve 109.90 feet (Chord Bearing = North 40°12'44" East, Chord Distance = 109.77 feet) to the end of said curve; thence run North 70°33'25" West along said Southerly right-of-way line, a distance of 24.03 feet to the POINT OF BEGINNING.

Containing 1197 square feet, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVE

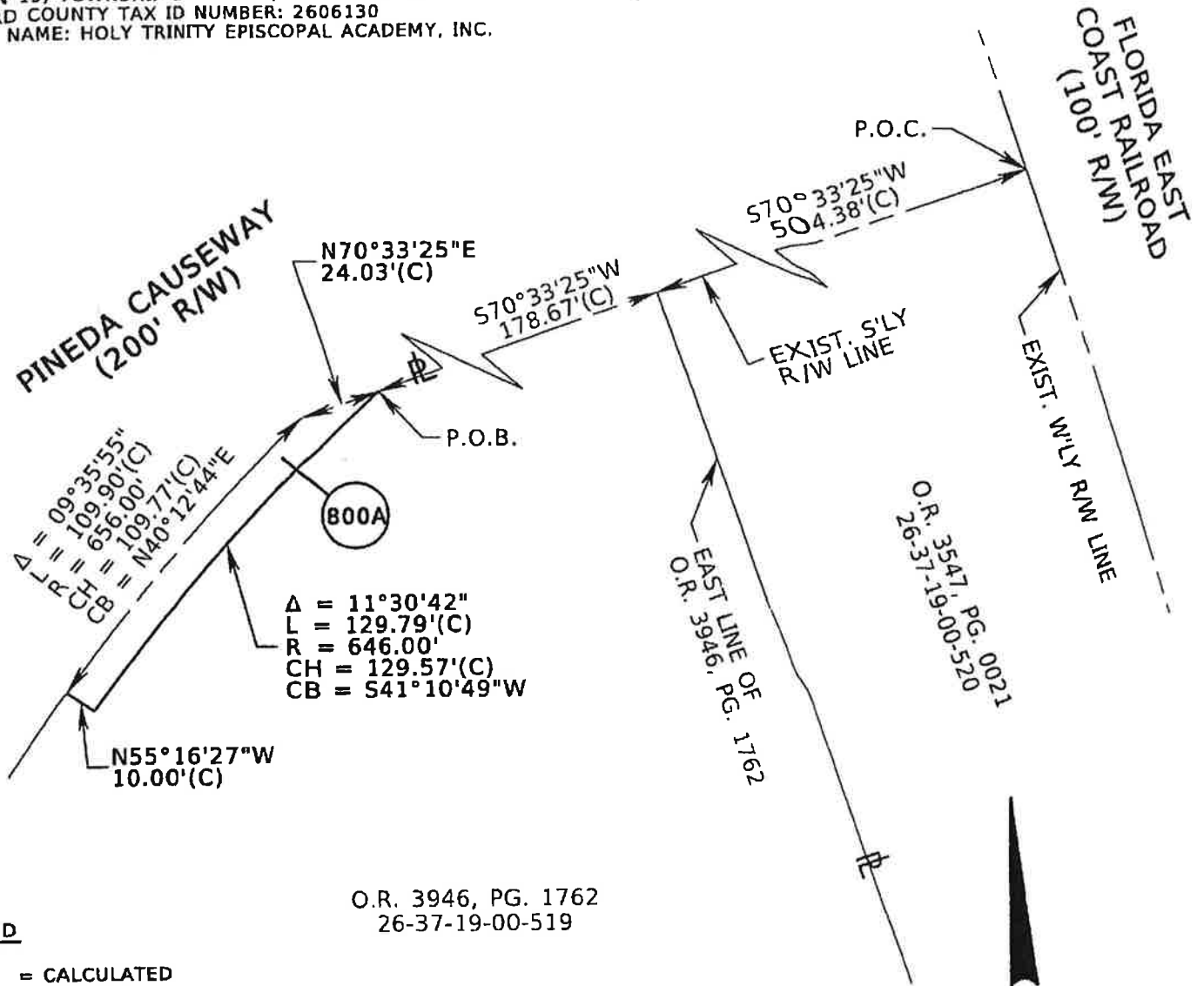
		PINEDA CAUSEWAY BREVARAD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
		PARCEL 800A		SKETCH PREPARED BY:	
				 DRMP ENGINEERS • SURVEYORS • PLANNERS • DESIGNERS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648	
		DRMP PROJECT NUMBER: 12-0042.002			
		SCALE: N/A			
BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)		DATE	BY	DATE	CHECKED
		10/19/2015	B.PAULK	10/19/2015	B.PREWETT

SKETCH OF DESCRIPTION

EXHIBIT "D"

SHEET 2 OF 2

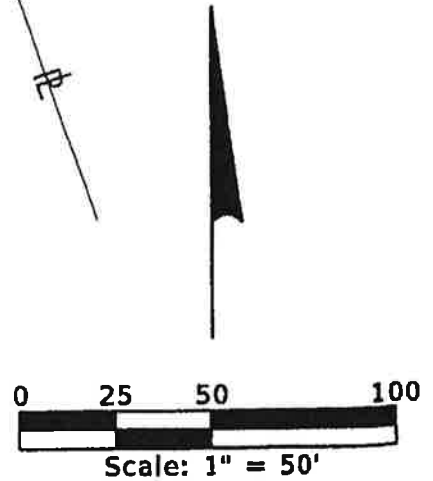
SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



O.R. 3946, PG. 1762
 26-37-19-00-519

LEGEND

- (C) = CALCULATED
- EXIST. = EXISTING
- ID = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- No. = NUMBER
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- W'LY = WESTERLY
- Δ = DELTA
- L = ARC LENGTH
- R = RADIUS
- CH = CHORD DISTANCE
- CB = CHORD BEARING



THIS SKETCH IS NOT A SURVE

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
			PARCEL 800A			
			BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
			DRAWN	B.PAULK	10/19/2015	SCALE: 1" = 50'
			CHECKED	B.PREWETT	10/19/2015	
REVISION	BY	DATE				

SKETCH PREPARED BY:



DRMF
 ENGINEERS • SURVEYORS • PLANNERS • ECTM

941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

LEGAL DESCRIPTION

EXHIBIT "E"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 700 (TEMPORARY CONSTRUCTION EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:

COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 70°33'25" West along said Southerly right-of-way line, a distance of 202.70 feet to a point on a curve, concave to the Southeast, having a Radius of 656.00 feet and a Central Angle of 12°19'03"; thence run Southwesterly along the Arc of said curve and said Southerly right-of-way line, a distance of 141.03 feet (Chord Bearing = South 38°51'13" West, Chord Distance = 140.75 feet) to the end of said curve; thence South 32°41'43" West along said Southerly right-of-way line, a distance of 101.36 feet to a point on the West line of said lands; thence run South 18°49'27" East along said West line, a distance of 80.61 feet to the POINT OF BEGINNING; thence departing said West line, run North 71°20'13" East, a distance of 34.45 feet; thence run North 18°39'47" West, a distance of 34.10 feet; thence run North 71°20'13" East, a distance of 56.58 feet; thence run North 18°25'47" West, a distance of 28.03 feet; thence run North 71°20'13" East, a distance of 63.31 feet; thence run South 18°39'47" East, a distance of 69.48 feet; thence run South 71°10'35" West, a distance of 76.42 feet; thence run South 18°34'08" East, a distance of 99.41 feet; thence run S71°25'52" West, a distance of 77.57 feet to a point on said West line; thence run North 18°49'27" West along said West line, a distance of 106.84 feet to the POINT OF BEGINNING.

Containing 0.339 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH	
	PARCEL 700				
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002	
	DRAWN	B. PAULK	10/19/2015	SCALE:	
	CHECKED	B. PREWETT	10/19/2015		N/A

SKETCH PREPARED BY:

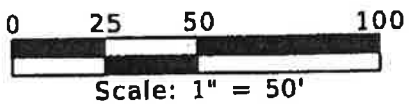
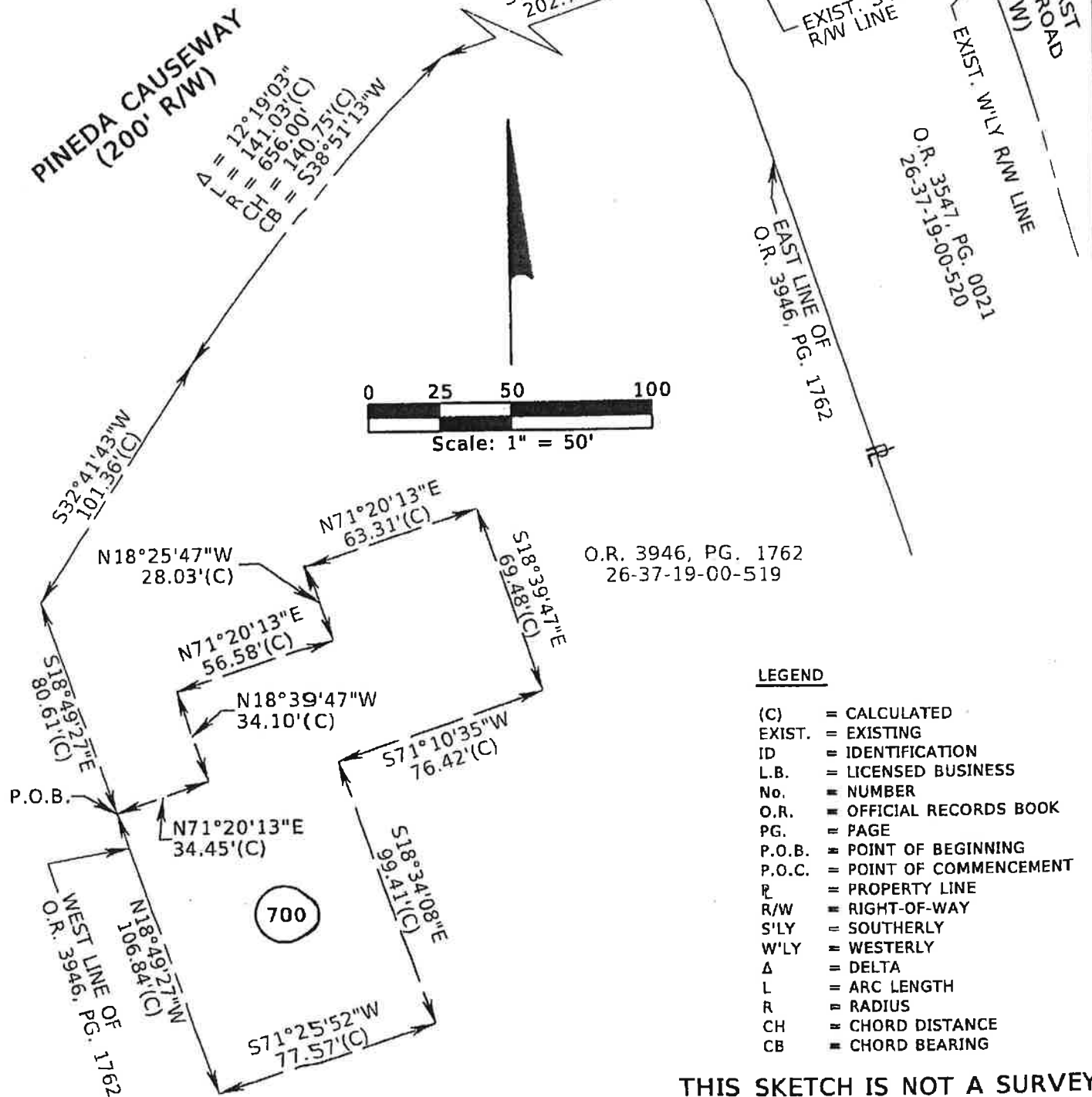


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 ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
 941 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0593 - www.drmp.com
 L.B. No. 2648

SKETCH OF DESCRIPTION

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

EXHIBIT "E"
 SHEET 2 OF 2



O.R. 3946, PG. 1762
 26-37-19-00-519

- LEGEND**
- (C) = CALCULATED
 - EXIST. = EXISTING
 - ID = IDENTIFICATION
 - L.B. = LICENSED BUSINESS
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 - P.O.C. = POINT OF COMMENCEMENT
 - R = PROPERTY LINE
 - R/W = RIGHT-OF-WAY
 - S'LY = SOUTHERLY
 - W'LY = WESTERLY
 - Δ = DELTA
 - L = ARC LENGTH
 - R = RADIUS
 - CH = CHORD DISTANCE
 - CB = CHORD BEARING

THIS SKETCH IS NOT A SURVEY

PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA				RIGHT OF WAY PARCEL SKETCH	
PARCEL 700				SKETCH PREPARED BY:	
				DRMP	
				<small>ENGINEER • SURVEYOR • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648	
		BY	DATE	DRMP PROJECT NUMBER:	
		DRAWN	B. PAULK	10/19/2015	12-0042.002
				SCALE:	1" = 50'
REVISION	BY	DATE	CHECKED	B. PREWETT	10/19/2015

LEGAL DESCRIPTION

EXHIBIT "F"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 701 (TEMPORARY ACCESS EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 18°49'20" East along said East line, a distance of 198.12 feet; thence departing said East line, run South 70°58'14" West, a distance of 59.89 feet; thence run North 19°01'46" West, a distance of 140.33 feet; thence run South 71°23'31" West, a distance of 106.33 feet; thence run South 19°01'46" East, a distance of 108.69 feet to the POINT OF BEGINNING; thence continue South 19°01'46" East, a distance of 125.12 feet; thence South 71°34'13" West, a distance of 157.36 feet; thence run North 18°34'11" West, a distance of 34.06 feet; thence run North 71°34'13" East, a distance of 133.09 feet; thence run North 19°01'46" West, a distance of 49.43 feet; thence run South 70°58'14" West, a distance of 56.31 feet; thence run North 18°39'47" West, a distance of 41.38 feet; thence run North 70°58'14" East, a distance of 80.04 feet to the POINT OF BEGINNING.

Containing 0.226 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

BOBBY PAULK, PSM FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY		BREVARD COUNTY, FLORIDA		RIGHT OF WAY
	PARCEL 701				PARCEL SKETCH
		BY	DATE	DRMP PROJECT NUMBER:	SKETCH PREPARED BY:  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648
	DRAWN	B. PAULK	10/19/2015	12-0042.002	
CHECKED	B. PREWETT	10/19/2015	SCALE: N/A		

LEGAL DESCRIPTION

EXHIBIT "G"

SHEET 1 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.

Prepared by DRMP, Inc.

Parcel 702 (TEMPORARY ACCESS EASEMENT)

A parcel of land located within the lands described in Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida, and being in the Southwest 1/4 (One-Quarter) of Section 19, Township 26 South, Range 37 East, being more particularly described as follows:


COMMENCE at the Intersection of the Westerly right-of-way line of Florida East Coast Railroad (100 foot right-of-way) and the Southerly right-of-way line of Pineda Causeway (200 foot right-of-way); thence South 70°33'25" West along said Southerly right-of-way line, a distance of 504.38 feet to the intersection of said Southerly right-of-way line and the East line of the lands described Official Records Book 3946, Page 1762, Public Records of Brevard County, Florida; thence South 18°49'20" East along said East line, a distance of 165.70 feet to the POINT OF BEGINNING; thence continue South 18°49'20" East, a distance of 32.42 feet; thence departing said East line, run South 70°58'14" West, a distance of 59.89 feet; thence run North 19°01'46" West, a distance of 140.33 feet; thence run South 71°23'31" West, a distance of 106.33 feet; thence run South 19°01'46" East, a distance of 108.69 feet; thence run South 70°58'14" West, a distance of 24.00 feet; thence run North 19°01'46" West, a distance of 132.86 feet; thence run North 71°23'31" East, a distance of 154.33 feet; thence run South 19°01'46" East, a distance of 131.73 feet; thence run North 70°58'15" East, a distance of 36.00 feet to the POINT OF BEGINNING.

Containing 0.249 acres, more or less.

SURVEYOR'S NOTES

1. THE BEARINGS SHOWN HEREIN ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PINEDA CAUSEWAY AS BEING S70°33'25"W.
2. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, BURIED CABLES, SUB-SURFACE UTILITIES, FOUNDATIONS/FOOTERS OR BURIAL SITES WERE LOCATED, EXCEPT AS SHOWN.
3. THIS PROPERTY IS SUBJECT TO THE RECORDED AND UNRECORDED AGREEMENTS, ASSESSMENTS, EXCEPTIONS, COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER ENCUMBRANCES, IF ANY, WHICH MAY OR MAY NOT APPEAR IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.
4. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. PARCEL TAX ID. No.: 2606130

THIS SKETCH IS NOT A SURVEY

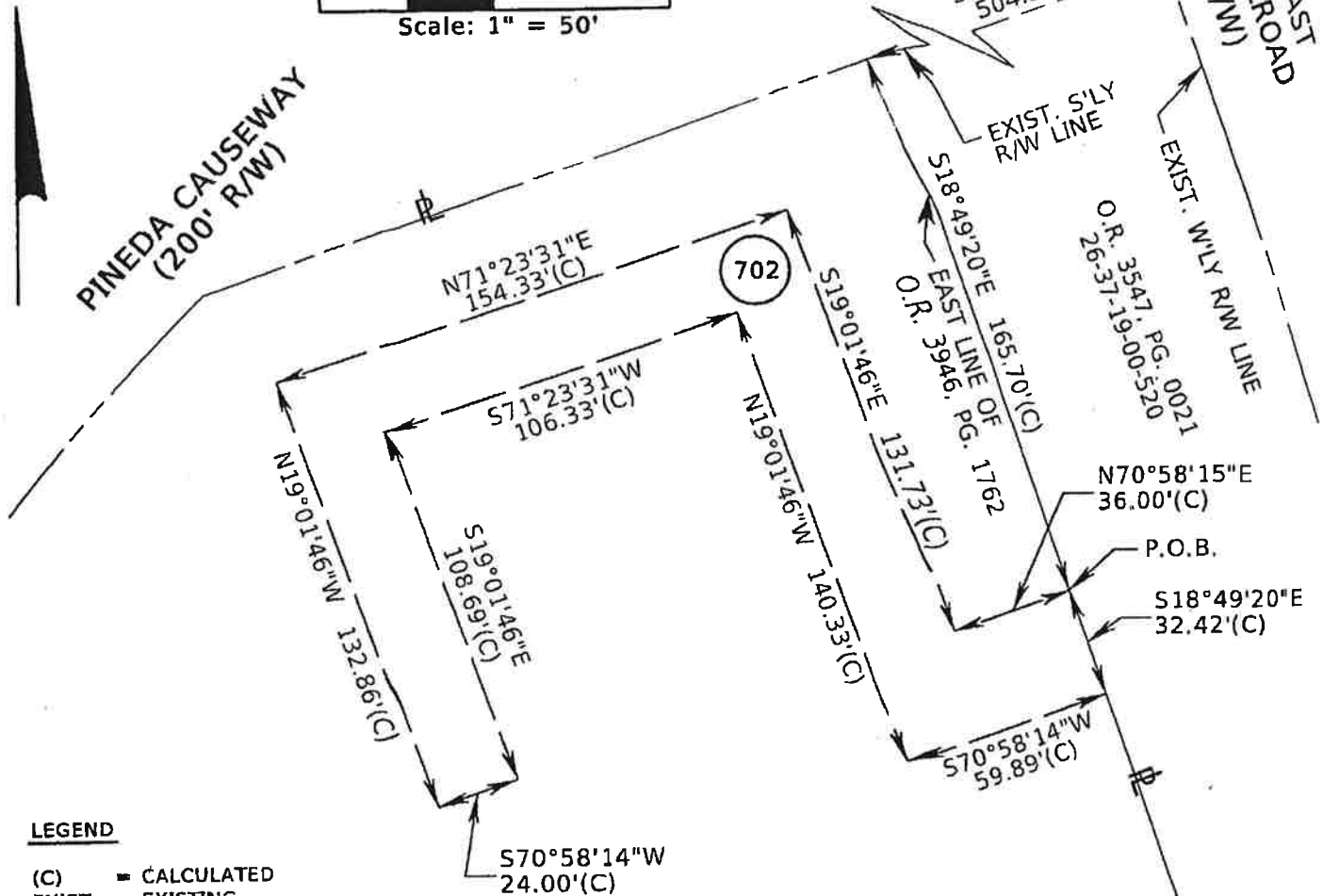
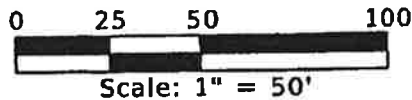
BOBBY PAULK, PSM DATE FLORIDA REGISTRATION No: LS 6691 (NOT VALID UNLESS SIGNED AND SEALED)	PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA			RIGHT OF WAY PARCEL SKETCH
	PARCEL 702			SKETCH PREPARED BY:
		BY	DATE	DRMP PROJECT NUMBER: 12-0042.002
	DRAWN	B. PAULK	10/19/2015	SCALE: N/A
	CHECKED	B. PREWETT	10/19/2015	 DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.drmp.com L.B. No. 2648

SKETCH OF DESCRIPTION

EXHIBIT "G"

SHEET 2 OF 2

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 BREVARD COUNTY TAX ID NUMBER: 2606130
 OWNER NAME: HOLY TRINITY EPISCOPAL ACADEMY, INC.



LEGEND

- (C) = CALCULATED
- EXIST. = EXISTING
- ID = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- No. = NUMBER
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- ℙ = PROPERTY LINE
- R/W = RIGHT-OF-WAY
- S'LY = SOUTHERLY
- W'LY = WESTERLY
- Δ = DELTA
- L = ARC LENGTH
- R = RADIUS
- CH = CHORD DISTANCE
- CB = CHORD BEARING

O.R. 3946, PG. 1762
 26-37-19-00-519

THIS SKETCH IS NOT A SURVEY

			PINEDA CAUSEWAY BREVARD COUNTY, FLORIDA		RIGHT OF WAY PARCEL SKETCH	
			PARCEL 702			
			BY	DATE	DRMP PROJECT NUMFR: 12-0042.002	
			DRAWN	B.PAULK	8/20/2015	DRMP <small>ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS</small> 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0593 - www.dmp.com L.B. No. 2648
REVISION	BY	DATE	CHECKED	B.PREWETT	8/20/2015	

LEGAL DESCRIPTION

PARCEL 108A

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
PARENT PARCEL ID NO.: 26-37-19-00-521

EXHIBIT "I"
SHEET 1 OF 2
NOT VALID WITHOUT SHEET 2 OF 2
THIS IS NOT A SURVEY

LEGAL DESCRIPTION: PARCEL 108A

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5060, PAGE 2654 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING WITHIN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 19, THENCE SOUTH 86°46'24" EAST ALONG THE SOUTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 655.88 FEET; THENCE NORTH 00°53'41" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 8.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5768, PAGE 7712; THENCE NORTH 70°33'22" EAST ALONG THE SOUTH LINE OF SAID LANDS FOR A DISTANCE OF 288.34 FEET TO THE SOUTHEAST CORNER OF SAID DESCRIBED LANDS, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 18°49' 24" WEST ALONG THE EAST LINE OF SAID DESCRIBED LANDS FOR A DISTANCE OF 132.51 FEET; THENCE NORTH 49°31' 59" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 115.92 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1588.00 FEET, AN INCLUDED ANGLE OF 08°00' 05", AND WHOSE LONG CHORD BEARS NORTH 36°41' 45" EAST; THENCE ALONG SAID SOUTH RIGHT OF WAY AND ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 221.76 FEET; THENCE NORTH 32°41' 43" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 19.60 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3946, PAGE 1762; THENCE SOUTH 18°49' 24" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 368.32 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS; THENCE SOUTH 70°33' 22" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 138.80 FEET TO THE POINT OF BEGINNING, CONTAINING 1.10 ACRES (47,975 SQUARE FEET), MORE OR LESS.

UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.

SURVEYORS NOTES:

1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF SAID SECTION 19 AS BEING S86°46'24"E, AS PER ORB 5768, PAGE 7712, AN ASSUMED BEARING.
3. NO INSTRUMENTS OF RECORD AND/OR TITLE COMMITMENT REFLECTING OWNERSHIP, ENCUMBRANCES OF EXISTING EASEMENTS, RIGHTS OF WAY, OR RESTRICTIONS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

PREPARED FOR AND CERTIFIED TO:
BREVARD COUNTY FACILITIES, CENTRAL SERVICES;
BREVARD COUNTY BOARD OF COUNTY COMMISSSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: R. HENNING	CHECKED BY: M. J. SWEENEY	PROJECT NO. 16-06-052-1			SECTION 19 TOWNSHIP 26 SOUTH RANGE 37 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: JULY 6, 2016	SHEET: 1 OF 2				

SKETCH OF DESCRIPTION

PARCEL 108A

SECTION 19, TOWNSHIP 26 SOUTH, RANGE 37 EAST
 PARENT PARCEL ID NO.: 26-37-19-00-521



EXHIBIT "I"
SHEET 2 OF 2
 NOT VALID WITHOUT SHEET 1 OF 2
THIS IS NOT A SURVEY

LEGEND

- PROPERTY LINE
- PARCEL LINE
- SECTION LINE
- RIGHT OF WAY LINE
- SECTION CORNER
- PARCEL 108A

ABBREVIATIONS

- B.B. = BASIS OF BEARING
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- D = DELTA
- N/F = NOW OR FORMERLY
- L = ARC LENGTH
- NT = NON-TANGENTIAL
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- PT = POINT OF BEGINNING
- R = RANGE OR RADIUS
- RPB = ROAD PLAT BOOK
- T = TOWNSHIP

REMAINDER OF
 TAX PARCEL
 26-37-19-00-521
 OWNER N/F:
 BREVARD COUNTY
 PER ORB 5060, PG 2654

PINEDA CAUSEWAY EXTENSION
 (PUBLIC RIGHT OF WAY WIDTH VARIES)
 RPB 2, PAGE 43

PT
 N32°41'43"E
 19.60'
 TAX PARCEL
 26-37-19-00-519
 OWNER N/F:
 HOLY TRINITY EPISCOPAL
 ACADEMY INC.
 ORB 3946, PG 1762

R=1588.00'
 L=221.76'
 D=08°00'05"
 CB=N36°41'45"E
 CD=221.58'

TAX PARCEL
 26-37-19-00-521
 OWNER N/F:
 BREVARD COUNTY
 PARCEL 108A
 A PORTION OF
 ORB 5060, PG 2654

SANITARY SEWER EASEMENT
 PER ORB 4189, PG 3284

E LINE OF ORB
 5768, PG 7712

TAX PARCEL
 26-37-19-00-521.1
 OWNER N/F:
 CITY OF MELBOURNE
 ORB 5768, PG 7712

SW CORNER OF ORB
 5768, PG 7712

N70°33'22"E 288.34'
POINT OF BEGINNING
 SE CORNER OF ORB 5768, PG 7712

TAX PARCEL
 26-37-19-00-525
 OWNER N/F:
 BREVARD COUNTY
 ORB 4189, PG 3286

TAX PARCEL
 26-37-19-00-519
 OWNER N/F:
 HOLY TRINITY EPISCOPAL
 ACADEMY INC.
 ORB 3946, PG 1762

E LINE OF THE SW
 1/4 OF THE SW 1/4
 OF THE SW 1/4 OF
 SECTION 19

S LINE OF SECTION 19

TAX PARCEL
 26-37-19-00-528
 OWNER N/F:
 BREVARD COUNTY
 ORB 4513, PG 1488

24 19
 25 30
 S86°46'24"E 655.88'
 (B.B.)
POINT OF COMMENCEMENT
 SW CORNER OF
 SECTION 19, T26S, R37E

N00°53'41"W
 8.00'



PREPARED BY: BREVARD COUNTY PUBLIC WORKS
 SURVEYING AND MAPPING DIVISION
 ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220,
 VIERA, FLORIDA 32940
 PHONE: (321) 633-2080

SCALE:
 1"=100'
 PROJECT NO.:
 16-06-052-1

SECTION 19
 TOWNSHIP 26 SOUTH
 RANGE 37 EAST

16-06-052-1, S.E. OF SECTION 19, PARCEL 108A, SHEET 2 OF 2, 5/10/16, 0.00, 0.00

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment issued by a Florida licensed title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price insuring Buyer's title to the Real Property, subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract and those which shall be discharged by Seller at or before closing. Seller shall convey marketable title subject only to liens, encumbrances, exceptions or qualifications specified in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving evidence of title to examine it. If title is found defective, Buyer shall within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within five (5) days after expiration of the thirty (30) day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall immediately be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) in the title within the time provided therefor. If Seller is unable to remove the defects within the times allowed therefor, Buyer shall either waive the defects or receive a refund of deposit(s), thereby releasing Buyer and Seller from all further obligation under this Contract

B. SURVEY: Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property or that improvements located on Real Property encroach on setback lines, easements, lands of others or violate any restrictions, Contract covenants or applicable governmental regulation, the same shall constitute a title defect.

C. INGRESS AND EGRESS: Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described in the Warranties section of the agreement.

D. LIENS: Seller shall furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding date of closing. If Property has been improved or repaired within that time Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Contract.

E. TIME PERIOD: Time is of the essence in this Contract.

F. DOCUMENTS FOR CLOSING: Seller shall furnish the deed, bill of sale, construction lien affidavit, owner's possession affidavit, assignments of leases, tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish closing statement.

G.

H. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Buyer shall have the option of taking over any existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at closing shall be increased or decreased as may be required by prorations. Prorations will be made through day prior to occupancy if occupancy occurs before closing. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.

I. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate of assessment for the improvement by the public body.

J. PROCEEDS OF SALE; CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If abstract of title has been furnished, evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence. Proceeds of the sale shall be held in escrow by Seller's attorney or by another mutually acceptable escrow agent for a period of not more than 5 days after closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all deposit(s) and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale. If Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale. The escrow and closing procedure required by this Standard shall be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (1993), as amended.

K. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In the event of any litigation arising out of this contract, each party shall bear its own attorney's fees and costs. The parties hereby agree to waive trial by jury.

L. CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller. Personal Property shall, at request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

M. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

N. WARRANTY: Seller warrants that there are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed.

Reviewed for legal form and content:

_____, (Assistant) County Attorney

TEMPORARY CONSTRUCTION AND INGRESS / EGRESS EASEMENT 701

For and in consideration of the benefits accruing to Holy Trinity Episcopal Academy, Inc., hereinafter called Holy Trinity, whose address is 5625 Holy Trinity Drive, Melbourne, FL 32940 does hereby give, grant, bargain and release to the BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called COUNTY, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, a temporary construction and ingress / egress easement on that portion of the lands of the Owners being described as follows:

See Attached Legal Description

That for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Holy Trinity hereby gives, grants, bargains and releases to the County, a temporary construction and ingress / egress easement for the purpose of allowing construction and ingress / egress during the reconfiguration of access to Holy Trinity property during construction to be undertaken by or under supervision of Brevard County Florida.

Holy Trinity does hereby covenant with the County that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

The parties recognize the temporary construction and ingress / egress easement is intended to allow access across the Holy Trinity property for the County, owners, and tenants occupying the parcel abutting the Holy Trinity property to the easement.

Except as limited by law, County agrees to hold harmless and indemnify Holy Trinity, its successors and assigns, against any claims, or damages, caused or occasioned by County's use of the Easements.

THIS EASEMENT shall expire upon completion of the Pineda Grade Change Project or 5 years, whichever occurs first. After the Project is completed, upon request by Holy Trinity, County shall provide written notice of completion of the Project.

Dated this the _____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

Holy Trinity Episcopal Academy, Inc.:

Witness:

BY: Dana Kilborne, as President

(Type or Print Name)

(Witness)

(Type or Print Name)

STATE OF _____
COUNTY OF _____

**FLORIDA LAW REQUIRES EXECUTION
OF DOCUMENT BEFORE TWO WITNESSES
AND NOTARY PUBLIC**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dana Kilborne, to me known to be the person (s) described in the foregoing instrument or who has/have produced _____ as identification and the above named person (s) did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 2016.

(SEAL)

Notary Public

(Name Typed or Printed)

Commission No. _____

Commission Expires: _____

BCC Agenda Item # _____

Date: _____

ROADWAY, DRAINAGE, PUBLIC UTILITY EASEMENT 800

For and in consideration of the benefits accruing to Holy Trinity Episcopal Academy, Inc., hereinafter called Holy Trinity, whose address is 5625 Holy Trinity Drive, Melbourne, FL 32940 does hereby give, grant, bargain and release to the BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called COUNTY, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, a Permanent Roadway, Drainage, Public Utilities Easement.

WITNESSETH: That the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date, for the sole purpose of constructing and maintaining a roadway, drainage, and public utility system and other allied uses pertaining thereto with full right of ingress and egress for the purpose herein stated related to the Pineda Grade Change Project.

The land affected by the granting of this easement is located in Section 19, Township 26 South, Range 37 East, County of Brevard, State of Florida, and is more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD said easement unto the County of Brevard and to its successors and assigns.

AND, the said party of the first part does hereby fully warrant the title to said easement, and will defend the same against the lawful claims of all persons whomsoever.

Holy Trinity reserves and retains for itself, its successors and assigns, the right to utilize the area of the roadway, drainage, and public utility easement in a manner not inconsistent with the rights herein granted to the County.

Further, on those occasions when the County or Public Utilities perform maintenance or construction associated with and located within this easement the County or Public Utilities shall repair any damage the HTP facilities to as good as or better condition as existed prior to such repair or construction work.

Except as limited by law, County agrees to hold harmless and indemnify Holy Trinity, its successors and assigns, against any claims, or damages, caused or occasioned by County's use of the Easements.

IN WITNESS WHEREOF, the first party having set their hand and seal this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Holy Trinity Academy, Inc.

Witness

BY: Dana Kilborne, as President

(Type or Print Name)

(Type or Print Name)

STATE OF _____
COUNTY OF _____

**FLORIDA LAW REQUIRES EXECUTION
OF DOCUMENT BEFORE TWO WITNESSES
AND NOTARY PUBLIC**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dana Kilborne, to me known to be the person (s) described in the foregoing instrument or who has/have produced _____ as identification and the above named person (s) did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2016.

(SEAL)

Notary Public

(Name Typed or Printed)

Commission No. _____

Commission Expires: _____

BCC Agenda Item # _____

Date: _____

PUBLIC UTILITY EASEMENT 800A

For and in consideration of the benefits accruing to Holy Trinity Episcopal Academy, Inc., hereinafter called Holy Trinity, whose address is 5625 Holy Trinity Drive, Melbourne, FL 32940 does hereby give, grant, bargain and release to the BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called COUNTY, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, a Permanent Public Utilities Easement.

WITNESSETH: That the first party, in consideration of One Dollar (\$1.00) and other valuable consideration paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, its successors and assigns, a perpetual easement commencing on the above date, for the sole purpose of constructing and maintaining waterline modifications / relocation and other allied uses pertaining thereto with full right of ingress and egress for the purpose herein stated related to the Pineda Grade Change Project.

The land affected by the granting of this easement is located in Section 19, Township 26 South, Range 37 East, County of Brevard, State of Florida, and is more particularly described as follows:

SEE ATTACHED LEGAL DESCRIPTION

TO HAVE AND TO HOLD said easement unto the County of Brevard and to its successors and assigns.

AND, the said party of the first part does hereby fully warrant the title to said easement, and will defend the same against the lawful claims of all persons whomsoever.

Further, on those occasions when the County or Public Utilities perform maintenance or construction associated with and located within this easement the County or Public Utilities shall repair any damage the HTP facilities to as good as or better condition as existed prior to such repair or construction work.

Except as limited by law, County agrees to hold harmless and indemnify Holy Trinity, its successors and assigns, against any claims, or damages, caused or occasioned by County's use of the Easements.

IN WITNESS WHEREOF, the first party having set their hand and seal this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Holy Trinity Academy, Inc.

Witness

BY: Dana Kilborne, as President

(Type or Print Name)

Witness

(Type or Print Name)

STATE OF _____
COUNTY OF _____

**FLORIDA LAW REQUIRES EXECUTION
OF DOCUMENT BEFORE TWO WITNESSES
AND NOTARY PUBLIC**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dana Kilborne, to me known to be the person (s) described in the foregoing instrument or who has/have produced _____ as identification and the above named person (s) did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this ____ day of _____, 2016.
(SEAL)

Notary Public

(Name Typed or Printed)
Commission No. _____
Commission Expires: _____

BCC Agenda Item # _____
Date: _____

TEMPORARY CONSTRUCTION AND INGRESS / EGRESS EASEMENT 700

For and in consideration of the benefits accruing to Holy Trinity Episcopal Academy, Inc. (Holy Trinity) hereinafter called the OWNER, whose address is 5625 Holy Trinity Drive, Melbourne, FL 32940 do hereby give, grant, bargain and release to the BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called COUNTY, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, a temporary construction easement on that portion of the lands of the Owners being described as follows:

See Attached Legal Description

That for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Holy Trinity hereby gives, grants, bargains and releases to the County, a temporary ingress / egress and construction easement for the purpose of ingress / egress and constructing improvements related to the reconfigured access to Holy Trinity property with activities to be undertaken by or under supervision of Brevard County Florida.

Holy Trinity does hereby covenant with the County that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

The parties recognize the temporary ingress / egress easement is intended to allow access across the Holy Trinity property for the County, owners, and tenants occupying the parcel abutting the Holy Trinity property to the easement.

Except as limited by law, County agrees to hold harmless and indemnify Holy Trinity, its successors and assigns, against any claims, or damages, caused or occasioned by County's use of the Easements.

THIS EASEMENT shall expire upon the completion of the Pineda Grade Change Project or 3 years from date of acceptance by County, whichever occurs first.

Dated this the _____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

Holy Trinity Episcopal Academy, Inc.:

Witness:

BY: Dana Kilborne as President

(Type or Print Name)

(Witness)

(Type or Print Name)

STATE OF _____
COUNTY OF _____

**FLORIDA LAW REQUIRES EXECUTION
OF DOCUMENT BEFORE TWO WITNESSES
AND NOTARY PUBLIC**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dana Kilborne, to me known to be the person (s) described in the foregoing instrument or who has/have produced _____ as identification and the above named person (s) did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 2016.

(SEAL)

Notary Public

(Name Typed or Printed)
Commission No. _____
Commission Expires: _____

TEMPORARY INGRESS / EGRESS EASEMENT 702

For and in consideration of the benefits accruing to Holy Trinity Episcopal Academy, Inc., hereinafter called Holy Trinity, whose address is 5625 Holy Trinity Drive, Melbourne, FL 32940 does hereby give, grant, bargain and release to the BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter called COUNTY, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, a temporary ingress / egress easement on that portion of the lands of the Owners being described as follows:

See Attached Legal Description

That for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Holy Trinity hereby gives, grants, bargains and releases to the County, a temporary ingress / egress easement for the purpose of allowing ingress / egress during the reconfiguration of access to Holy Trinity property during construction to be undertaken by or under supervision of Brevard County Florida.

Holy Trinity does hereby covenant with the County that it is lawfully seized and possessed of the lands above described and that it has a good and lawful right to convey it or any part thereof.

The parties recognize the temporary ingress/egress easement is intended to allow access across the Holy Trinity property for the County, owners, and tenants occupying the parcel abutting the Holy Trinity property to the easement.

Except as limited by law, County agrees to hold harmless and indemnify Holy Trinity, its successors and assigns, against any claims, or damages, caused or occasioned by County's use of the Easements. THIS EASEMENT shall commence on December 1, 2016 and shall expire upon completion of the Pineda Grade Change Project or 3 years, whichever occurs first. The parties recognize Parcel 702 is intended to be used for a period of 45 days to provide alternate access for the County and an abutting land owner while alternate access points for Holy Trinity and the abutting land owner are constructed during the construction project known as the Pineda Grade Separation Project (Project). The County shall provide written notice to Holy Trinity at least 60 days prior to the commencement of use of the ingress/egress easement on Parcel 702. After the new access points are open for use and the County determines the ingress and egress easement is no longer needed, upon request by Holy Trinity, County shall provide written notice of completion of the portion of the Project planned on Parcel 702.

Dated this the _____ day of _____, 2016.

Signed, sealed and delivered
in the presence of:

Holy Trinity Episcopal Academy, Inc.:

Witness:

BY: Dana Kilbourne, as President

(Type or Print Name)

(Witness)

(Type or Print Name)

STATE OF _____
COUNTY OF _____

**FLORIDA LAW REQUIRES EXECUTION
OF DOCUMENT BEFORE TWO WITNESSES
AND NOTARY PUBLIC**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dana Kilbourne, to me known to be the person (s) described in the foregoing instrument or who has/have produced _____ as identification and the above named person (s) did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of _____, 2016.

(SEAL)

Notary Public

(Name Typed or Printed)

Commission No. _____

Commission Expires: _____

BCC Agenda Item # _____ Date: _____