

AGENDA ITEM SUMMARY

Meeting Date: November 15, 2011

[X] Consent

[] Regular

[] Ordinance

☐ Public Hearing

Department: _____

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) the West Boynton District Park “B” Replat 1 The Springs P.U.D. plat; and

B) a Signage and Maintenance Easement Agreement (“Easement”) with The School Board of Palm Beach County (“School Board”) for a sign easement on County property located on Jog Road in unincorporated Boynton Beach.

Summary: In October 2004 (R-2004-2175), the County acquired 3.72 acres of property from the School Board located on the east side of Jog Road, south of Northtree Boulevard in western Boynton Beach for the development of a PBSO Substation adjacent to the Park Vista High School site. Subsequently, the School Board constructed a right-turn lane into the high school, a portion of which encroached onto the County's property, and in October 2007 (R2007-1714), was conveyed to the School Board for \$7,680. As a result of this conveyance, the County and School Board owned parcels must be re-platted. Additionally, the School Board constructed an electronic marquee sign for the Park Vista High School on the County's property and requires an easement for same. The Easement provides a 5' by 10' area for the sign and a 10' by 179' area to run electrical service to the sign, totaling 1,842 square feet (.04 acres). This is a non-exclusive easement and is being granted at no charge as the School Board granted the County, at no charge, a 25' x 10' sign easement for the PBSO Substation entrance sign on the Park Vista High School property. The County and the School Board will each sign the plat as property owners. The School Board is responsible for all costs associated with the re-plat. **(PREM) District 3 (HJF)**

Background and Justification: The construction of the PBSO Substation was completed in October 2007. The County conveyed to the School Board a 3,000 square foot parcel of land adjacent to the substation parcel for the inclusion of a right-turn lane into the Park Vista High School property. The conveyance had no negative impact on the PBSO site. Pursuant to the 2007 Purchase & Sale Agreement, a re-plat of the County and School Board properties is required in order to remove/add the 3,000 square foot parcel from/to its respective owner. Further, the School Board installed the Park Vista High School marquee sign on a 5' by 10' area of the County property along Jog Road. The sign location is the most visible area to place the marquee for the Park Vista High School. The plat has been approved by the School Board at its October 19, 2011 meeting and the Easement is scheduled for the School Board's November 22, 2011 meeting. Staff has agreed not to record the plat until the easement agreement has been approved by the BCC, upon which the sign easement will be recorded immediately after plat recordation. In the event this Board does not approve the Easement, the mylar will be returned to the School Board without recording it.

Attachments:

1. Location Map
2. Plat
3. Signage and Maintenance Easement Agreement

Recommended By: RCH Arny Wolf 10/29/11
Department Director Date

Approved By: [Signature] 11/9/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	0 *See below	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

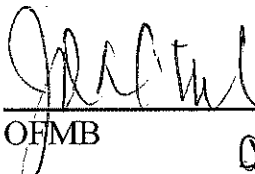
B. Recommended Sources of Funds/Summary of Fiscal Impact:

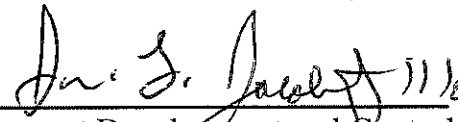
* No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 11/3/11
OFMB
11/3/11

 11/8/11
Contract Development and Control
11-8-11 B. W. Keller

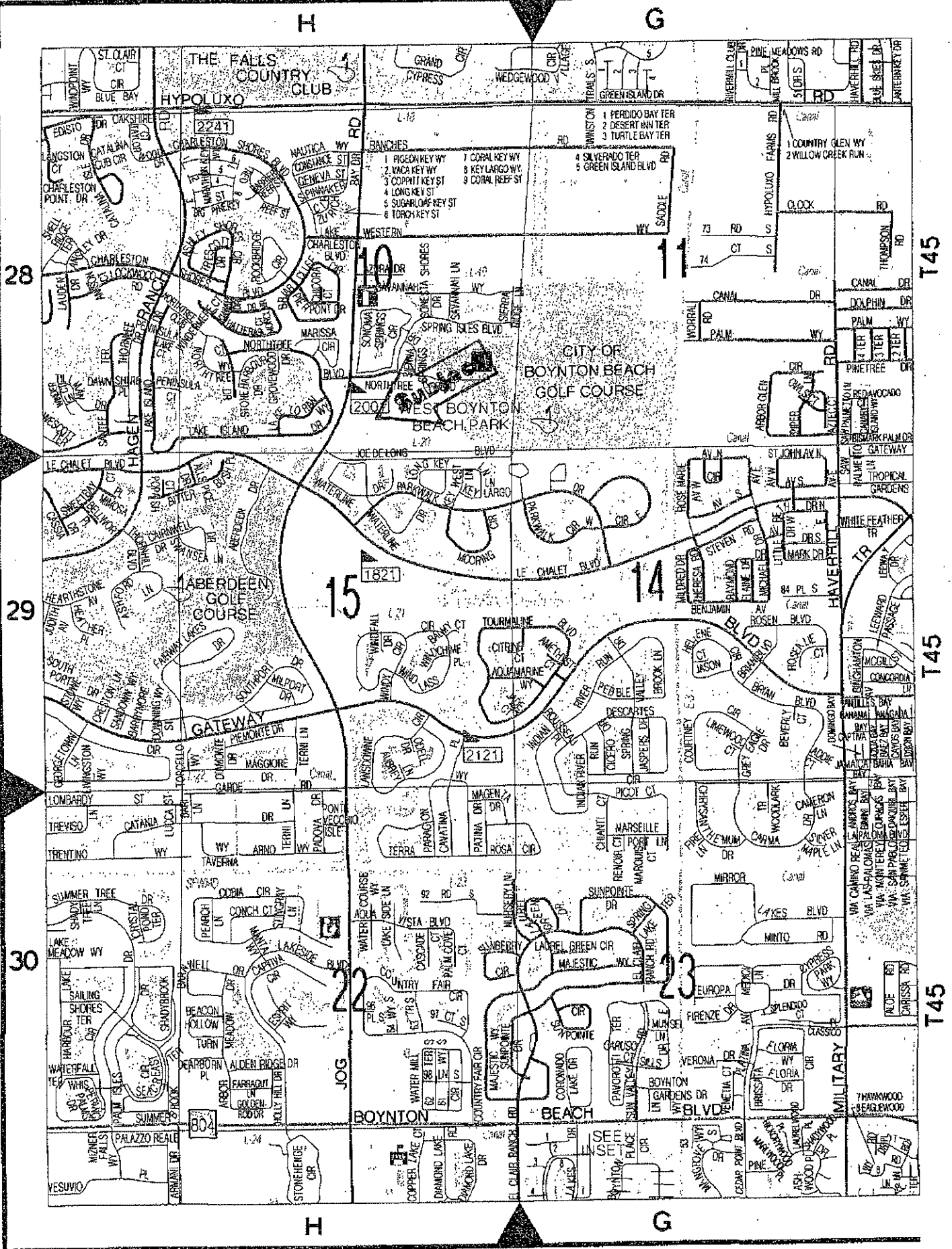
B. Legal Sufficiency:

 11/8/11
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



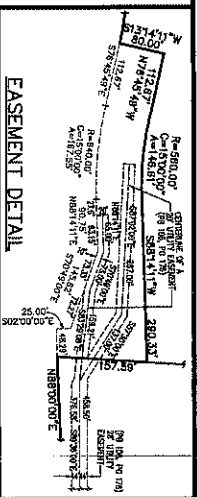
LOCATION MAP

ATTACHMENT # 1



LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. BEING A REPLAT OF TRACTS A AND S, and WATER MANAGEMENT TRACTS L-2, L-3, and L-4 OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SHEET 2 OF 3



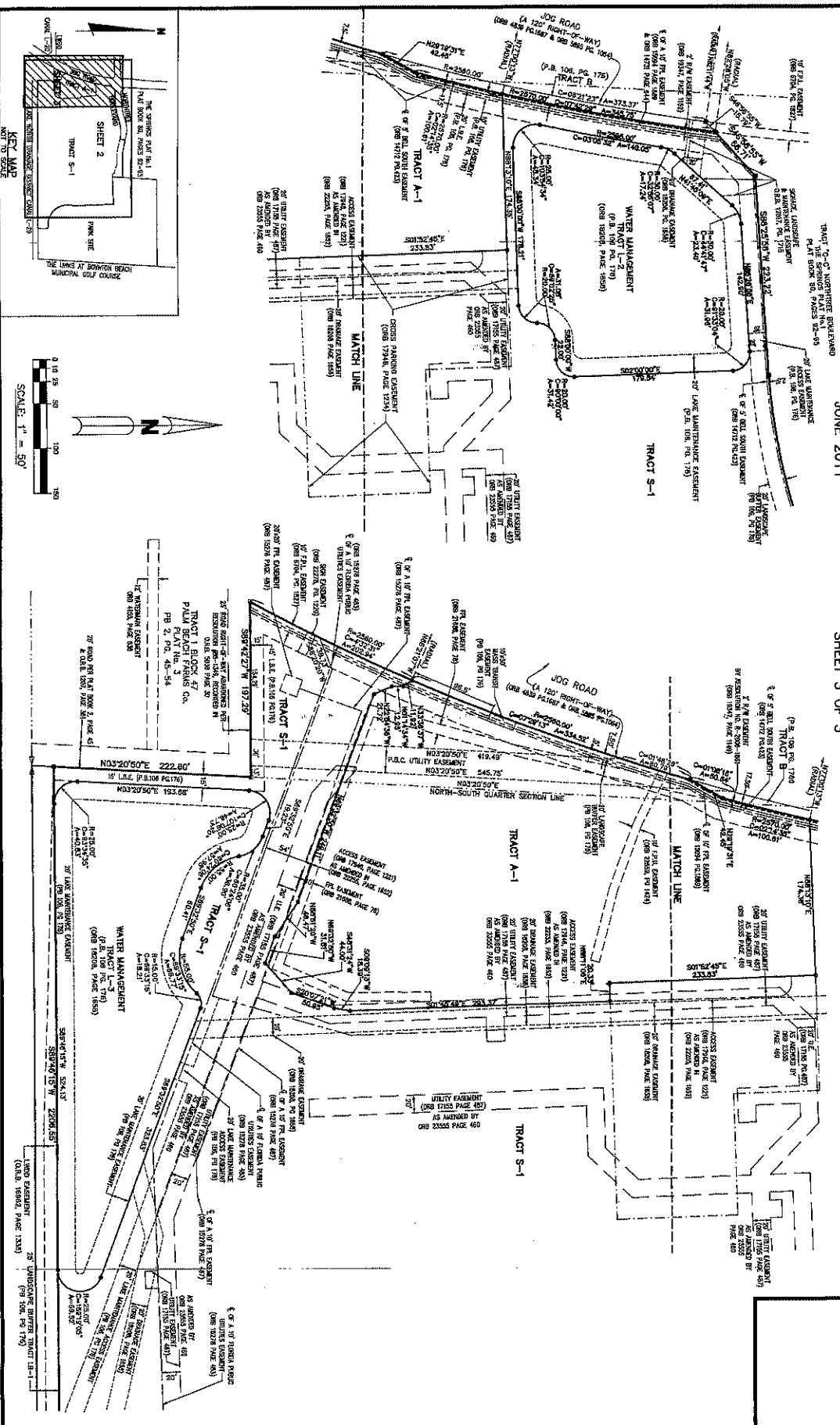
THIS INSTRUMENT PREPARED BY:
JOHN E. PHILLIPS, III, P.S.M., 4826, STATE OF FLORIDA
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
901 NORTHPOINT PKWY., SUITE 119
WEST PALM BEACH, FLORIDA 33407
LB 8473

**WEST BOYNTON DISTRICT PARK 'B' REPLAT 1
THE SPRINGS P.U.D.**

LYING IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A REPLAT OF TRACTS A AND S, AND WATER MANAGEMENT TRACTS 1-2, 1-3, and 1-4 OF WEST BOWEN DISTRICT PARK "B", THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

JUNE 2011

SHEET 3 OF 3



Prepared by & Return to:
Margaret Jackson, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Property Control Number: 00-42-45-10-17-001-0010

SIGNAGE AND MAINTENANCE EASEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2011, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 North Olive Avenue, West Palm Beach, Florida 33401-4791 (hereinafter referred to as "Grantor"), and **THE SCHOOL BOARD OF PALM BEACH COUNTY**, whose mailing address is 3300 Forest Hill Boulevard, Suite C-110, West Palm Beach, Florida 33406 (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Grantee, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to Grantee, its successors and assigns, a non-exclusive Signage and Maintenance Easement for the purposes of construction and maintenance of signage and lighting over, upon, under, and across the real property legally described in Exhibit "A" attached hereto, and a non-exclusive easement for associated underground electrical conduit and wiring within the property legally described in Exhibit "B" attached hereto (collectively, the "Easement Premises").

Together with reasonable ingress and egress to the Easement Premises.

1. Construction: Grantee shall, at its sole cost and expense, construct the sign and any other pertinent improvements, within the confines of the portion of the Easement Premises described in Exhibit "A", and install underground electrical conduit and wiring within the portion of the Easement Premises legally described in Exhibit "B". Grantee agrees that all construction and installation shall be diligently pursued to completion.

2. Maintenance: Grantee shall, at its sole cost and expense, maintain the sign, electrical conduit, and any improvements within the confines of the Easement Premises.

3. Reasonable Use: The rights and interest conveyed hereunder are conditioned upon the reasonable exercise thereof by Grantee. Grantee agrees not to

unreasonably interfere with Grantor's use and enjoyment of the Easement Premises or the adjoining property. In the event that Grantee ceases to use the Easement Premises for the purposes herein expressed, the Easement granted hereby shall become null and void, and all the right, title, and interest in and to the Easement Premises shall automatically revert to Grantor.

4. Notice: Grantee shall give Grantor, whose mailing address for the purpose of notices is c/o Property & Real Estate Management, 2633 Vista Parkway, West Palm Beach, FL 33411-5605, ten (10) days prior written notice of Grantee's commencement of construction.

5. Access: Grantee shall have the right for ingress and egress over and across the Easement Premises and Grantor's adjoining property as is reasonably necessary for the use of any right granted herein, provided the same shall not unreasonably interfere with Grantor's use and enjoyment of its adjoining property.

6. Insurance: Grantee's general contractor shall, during the actual construction activities of the improvements, keep in full force and effect Comprehensive General Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability, and Workers Compensation covering all employees in accordance with Chapter 440 of the Florida Statutes. The General Liability policy shall include coverage for the Premises, Operation, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. The general contractor performing work within the Easement Premises on behalf of Grantee shall, at all times during the performance of such work, maintain in full force and effect Comprehensive General Liability Insurance in an aggregate amount of ONE MILLION DOLLARS (\$1,000,000). Except for Workers Compensation, all insurance policies shall name Grantor as an Additional Insured. A Certificate of Insurance evidencing all such insurance coverages shall be provided to Grantor prior to the commencement of construction by any of Grantee's contractors or subcontractors, such Certificate indicating at least thirty (30) days prior notice of cancellation of adverse material changes in coverage.

7. Personal Property: All of Grantee's equipment and personal property placed or located on the Easement Premises shall be at the sole risk of Grantee or owner thereof.

8. Limitation of Liability: Without waiving the right to sovereign immunity in general and as provided by Florida Statutes Section 768.28, both Grantee and Grantor acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or

such monetary waiver limits that may change and be set forth by the Florida State Legislature.

In the event that either Grantee or Grantor maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under Florida Statutes Section 768.28, that party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage, or such amount which is equal to the per occurrence waiver as amended by the Florida State Legislature.

Both Grantee and Grantor agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, both Grantee and Grantor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both Grantee and Grantor agree to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve either Grantee or Grantor of its liability and obligations under this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the dates set forth below.

Attest:

SHARON R. BOCK
CLERK & COMPTROLLER

Grantor:

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
, Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

Grantee:

**THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA, a corporate body
politic pursuant to the Constitution of the
State of Florida**

By: _____
Frank A. Barbieri, Jr., Esq.
Chairman

Attest:

Approved as to Form:

By: _____
_____, Superintendent

By: _____
School Board Attorney

Date: _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

Before me personally appeared Frank A. Barbieri, Jr., Esq., Chairman, and _____
_____, Superintendent, of The School Board of Palm Beach County,
Florida, a corporate body politic pursuant to the constitution of the State of Florida, to me
well known and known to me to be the individuals described in and who executed the
foregoing instrument, and severally acknowledged to and before me that they executed
such instrument as such officers of The School Board of Palm Beach County, Florida.

Witness my hand and official seal this _____ day of _____, 2011.

Notary Public

My commission expires:

Print Name

A SIGN EASEMENT IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LYING IN TRACT A OF WEST BOYNTON DISTRICT PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 5.00 FEET IN WIDTH, AND LYING 2.50 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT A;
THENCE ALONG THE NORTH LINE OF SAID TRACT A, N88°13'10"E FOR 10.26 FEET TO A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2580.00 FEET, WHERE A RADIAL LINE BEARS N77°04'03"W;
THENCE SOUTHERLY, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°13'50" FOR 10.38 FEET TO THE POINT OF BEGINNING;

THENCE RADIAL TO SAID CURVE, S76°50'13"E FOR 10.00 FEET TO THE END OF SAID CENTERLINE.

CONTAINING 50 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N88°13'10"E ALONG THE NORTH LINE OF TRACT A.
(GRID, NAD 83, 1990 ADJUSTED)

ABBREVIATIONS

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
R/W - RIGHT-OF-WAY
O.R.B. - OFFICIAL RECORD BOOK
P.B. - PLAT BOOK
R - RADIUS
C - CENTRAL ANGLE
A - ARC LENGTH
O - TRACT CORNER MONUMENT PER P.B. 106 PG.176
1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

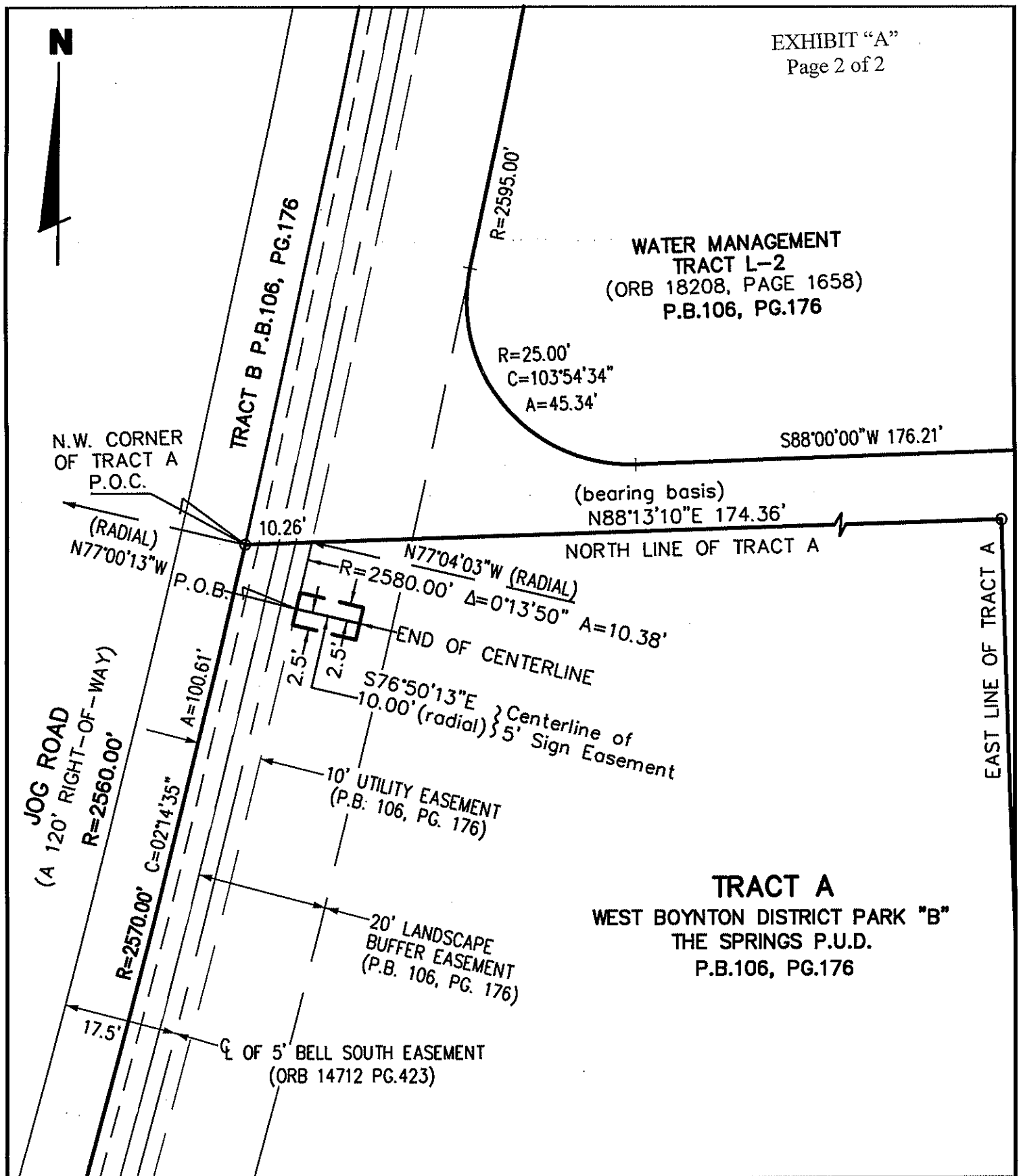
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JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 9/15/10

 **BROWN & PHILLIPS, INC.**
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 09-012
CHECKED: JEP	SCALE: NONE
SIGN EASEMENT	DATE: 9/14/10
	SHEET 1 OF 2



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
 CERTIFICATE OF AUTHORIZATION # LB 6473
 901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
 (561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
 LEGAL DESCRIPTION
 THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 09-012
CHECKED: JEP	SCALE: 1" = 20'
SIGN EASEMENT	DATE: 9/14/10
	SHEET 2 OF 2

AN EASEMENT IN SECTION 10, TOWNSHIP 45 SOUTH, RANGE 42 EAST,
PALM BEACH COUNTY, FLORIDA, LYING IN TRACT A OF WEST BOYNTON DISTRICT
PARK "B" THE SPRINGS P.U.D., RECORDED IN PLAT BOOK 106, PAGE 176,
OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, 10.00 FEET IN WIDTH,
AND LYING 5.00 FEET OF EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT A;
THENCE ALONG THE EAST LINE OF SAID TRACT A, S01°52'45"E FOR 62.09 FEET
TO THE POINT OF BEGINNING;

THENCE N73°00'00"W FOR 43.16 FEET;
THENCE N67°00'00"W FOR 88.00 FEET;
THENCE N80°00'00"W FOR 22.00 FEET;
THENCE S67°00'00"W FOR 16.00 FEET;
THENCE N76°50'13"W FOR 10.00 FEET TO THE POINT OF TERMINUS,
AND THE END OF SAID CENTERLINE.

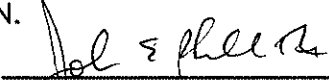
CONTAINING 1,792 SQUARE FEET, MORE OR LESS.

BEARING BASIS: N88°13'10"E ALONG THE NORTH LINE OF TRACT A.
(GRID, NAD 83, 1990 ADJUSTED)

ABBREVIATIONS

P.O.B.— POINT OF BEGINNING
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R/W — RIGHT-OF-WAY
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P.B.— PLAT BOOK
R — RADIUS
C — CENTRAL ANGLE
A — ARC LENGTH
O — TRACT CORNER MONUMENT PER P.B. 106 PG.176
1/2" IRON ROD WITH "BROWN & PHILLIPS" CAP

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COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH
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RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND
MAPPER NOTED HEREON.

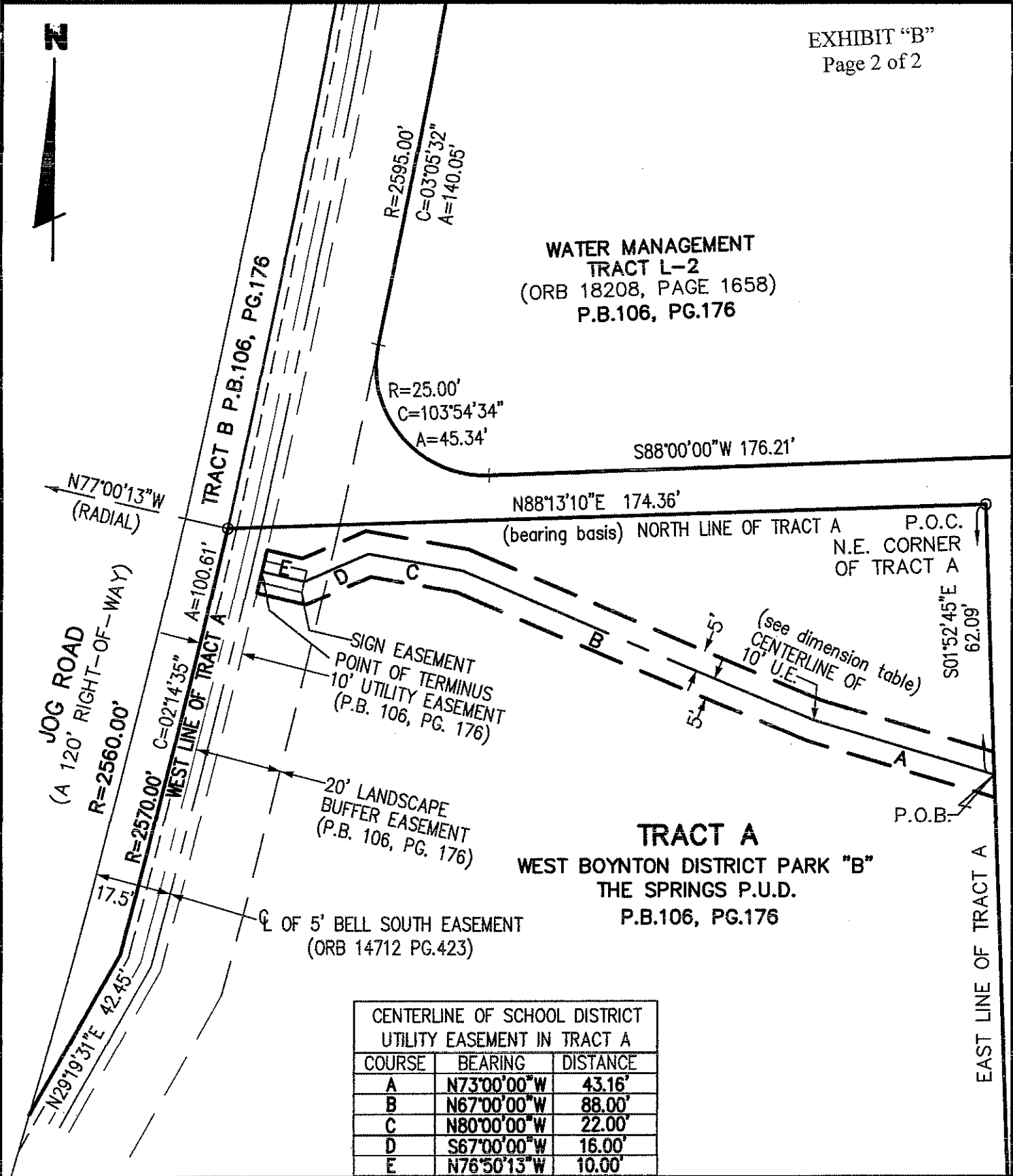

JOHN E. PHILLIPS III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: 9/16/10



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

LEGAL DESCRIPTION

DRAWN: MB	PROJ. No. 09-012
CHECKED: JEP	SCALE: NONE
UTILITY EASEMENT FOR MARQUEE SIGN	DATE: 9/16/10
	SHEET 1 OF 2



BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
901 NORTHPOINT PKWY, SUITE 119, W.P.B. FLORIDA 33407
(561) 615-3988, (561) 615-3986 FAX

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

DRAWN: MB	PROJ. No. 09-012
CHECKED: JEP	SCALE: 1" = 30'
UTILITY EASEMENT FOR MARQUEE SIGN	DATE: 9/16/10
	SHEET 2 OF 2

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/14/2011
PRODUCER (561)994-9994 FAX (561)997-7087 The Beacon Group, Inc. 6001 Broken Sound Pkwy., N.W. Suite 500 Boca Raton, FL 33487-2730		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED School District of Palm Beach Co. 3370 Forest Hill Blvd. Suite A-103 West Palm Beach, FL 33406		INSURERS AFFORDING COVERAGE INSURER A: School District of Palm Beach County INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2011	07/01/2012	EACH OCCURRENCE	\$ 200,000
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ excluded
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 300,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ included
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	SUBJECT TO INSURER A: FLA STATUTE 768.28 *200,000 PER PERSON *300,000 PER OCCURRENCE	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person)	\$ 200,000
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ 300,000
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$ included
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY	\$1,000,000 LEGISLATIVE CLAIMS BILL FLA STATUTE 768.29	07/01/2011	07/01/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	FLA STATUTE 768.28	07/01/2011	07/01/2012	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
This certificate supercedes and voids all previous certificates. The School Board of Palm Beach County is self insured under the laws of the State of Florida for the above limits for full tort liability based on Florida Sovereign Immunity limits under F.S. 768.28. Excess bodily injury & property damage liability is limited to legislative claims under F.S.768.28. Excess bodily injury & property damage jurisdictions.

CERTIFICATE HOLDER Palm Beach County BOCC Risk Management Department Attn: Dick Cohen 160 Australian Avenue Suite 401 West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Donald Dresback, CPCU, ARM/I <i>Donald Dresback</i> A072032
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