PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:

August 18, 2015

Consent [X]

Public Hearing []

Regular []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: executed Agreements received during the months of July 2014, April and May 2015

- A) Standard Potable Water and Wastewater Development Renewal Agreement with Suncap West Palm Beach, LLC, #01-01189-003 (District 6);
- B) Standard Potable Water and Wastewater Development Renewal Agreement with 1629 I, LLC #01-01181-000 (District 6);
- C) Standard Potable Water and Wastewater Development Renewal Agreement with Investors Asset Acquisition, LLC, #03-01029-000 (District 5); and
- D) Indemnity Agreement with Charter PB Wellington, LLC. (District 6).

Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants/ procurement items must be submitted by the initiating Department as a receive and file agenda item. The documents have been fully executed on behalf of the Board of County Commissioners (BCC) by the County Administrator/Director of the Water Utilities Department (WUD) in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the BCC to receive and file. (MJ) **Original documents can be viewed in Minutes.**

Background and Justification: The WUD Uniform Policies and Procedures (UPAP) require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the WUD UPAP Manual. The BCC delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

The Agreements attached have been executed on behalf of the BCC by the County Administrator/Director of WUD in accordance with the authority delegated by the BCC, and are now being submitted to the BCC to receive and file.

Continues on Page 3

Attachments:

- A. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement # 01-01189-003.
- B. Two (2) Original Standard Potable Water & Wastewater Development Renewal Agreement # 01-01181-000.
- C. Two (2) Original Standard Potable Water and Wastewater Development Renewal Agreement #03-01029-000.
- D) One (1) Original Indemnity Agreement with Charter PB Wellington, LLC.

| Recommended By: | 7-1-15 |
|--------------------------------|---------|
| Department Director | Date |
| Approved By: Shann & Dy | 7-12-15 |
| Assistant County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Α. | Five Year Summ | ary of Fiscal Impa | ct: | | | | |
|--------------|---|-----------------------|----------------------------------|----------------------------------|----------------------|----------------------------------|-----|
| Fisc | al Years | 2015 | 2016 | 2017 | 2018 | 2019 | |
| Exte Prog | tal Expenditures rnal Revenues ram Income (Count nd Match County | (\$61,614) () | <u>0</u> <u>0</u> <u>0</u> | <u>0</u> <u>0</u> <u>0</u> | <u>0</u> 0 0 | <u>0</u> <u>0</u> <u>0</u> | |
| NET | FISCAL IMPACT | (\$61,614) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | |
| | DITIONAL FTE ITIONS (Cumulative | e) <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> | |
| Bud | get Account No.: | Fund <u>4000</u> Dept | . 720 U | Init <u>4200</u> (| Object 69 | 92 | |
| ls Ite | m Included in Curre | - | Yes | No X | | | |
| В. | December and add | | porting Cate | | -4. | | |
| С. | | id in full and servic | _ | n fees will be o | | e time of | |
| | | III. <u>R</u> E | EVIEW COM | <u>IMENTS</u> | | | |
| A. | OFMB Fiscal and | /or Contract Deve | lopment an | nd Control Co | mments: | | |
| | Shen & Mb. OF | B IB | _ | Contract Dev 7-8-15 | reforment and heller | d Control | 715 |
| B. | Legal Sufficiency | <i>r</i> : | | | | | |
| | Assistant C | ounty Attorney | 1/9/15 | | | | |

Department Director

Other Department Review:

C.

Continues From Page 1

- A) Standard Potable Water and Wastewater Development Renewal Agreement with Suncap West Palm Beach, LLC, #01-01189-003 (District 6). The Agreement authorizes the Property Owner to renew their reservation of 17.75 Equivalent Residential Connections (ERC's) for both potable water and wastewater for an additional five (5) years.
- B) Standard Potable Water and Wastewater Development Renewal Agreement with 1629 I, LLC, #01-01181-000 (District 6). The Agreement authorizes the Property Owner to renew their reservation of 18.85 ERC's for both water and wastewater for an additional five (5) years.
- C) Standard Potable Water and Wastewater Development Renewal Agreement with Investors Asset Acquisition, LLC, #03-01029-000 (District 5). The Agreement Authorizes the Property Owner to renew their reservation of 83.90 ERC's for both water and wastewater for an additional five (5) years.
- D) Indemnity Agreement with Charter PB Wellington, LLC. (District 6). The Agreement indemnifies the County against liability resulting from the installation of paver bricks within a portion of an existing utility easement by Charter PB Wellington, LLC.

FILE NUM 20150170262 OR BOOKPAGE 27522H062 DATE: 05/08/2015 10:43:01 Pgs 1062 - 1068; (5pgs)

CHARGE #1023 RETURN VIA WILL CALL #215 ATTN: CRAIG C. WILLIAMS, CONTRACT MANAGEMENT, PBC NATER UTILITIES DEPT, 8100 FOR ST HILL BLVD, WPB, FL 33413

SDRA # 01-01189-003

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENÉWAL AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of 20£ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and SUNCAP WEST PALM BEACH, LLC, hereinafter referred to as "Property Owner."

WITNESSETH:

WHEREAS, the Utility and a predecessor in interest parties entered in to a Standard Potable Water and Wastewater Development Agreement on April 25, 2007, hereinafter referred to as "Agreement" (R2007-0973); and

WHEREAS, the Agreement was recorded in the Official Records of Palm Beach County, Florida, at Official Record Book 21713 Page 0150; and

WHEREAS, on March 27, 2013 all remaining ERC's were assigned to Pfoperty Owner: and

WHEREAS, Utility agreed to reserve a certain number of equivalent residential connections ("ERCs") of potable water and wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on December 31, 2014 ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for a certain number of the unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the UPAP as may be amended from time to time.

2. Renewal of Capacity Reservation

A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

 Potable Water:
 \$212.76 per ERC x
 17.75 ERCs =
 \$3,776.49

 Wastewater:
 \$298.56 per ERC x
 17.75 ERCs =
 \$5,299.44

 SUBTOTAL
 \$9,075.93

 FRANCHISE FEE
 \$0.00

 TOTAL MAP DUE
 \$9,075.93

B. Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

6101 Carnegie Blvd. Ste. 180 Charlotte, North Carolina 28209

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, all of which together shall constitute one (1) and the same instrument.

10. Filing

Copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

- A. No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.
- B. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Palm Beach County has established the Office of the Inspector General in Palm authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 15. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Suncap West Palm Beach, LLC.
- 16. Non-Discrimination Policy Property owner(s) warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Property Owner will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above. PALM BEACH_COUNTY WITNESSES: Director, Water Utilities Department Print Name Vito M. Signature for M. Ortil Print Name PROPERTY OWNER WITNESSES: Signature MISHLE ACTRIBUTA JASON K BRIN Print Name SIC 30 YTCA (Seal) Signature Krow 1 April Print Name NOTARY CERTIFICATE STATE OF COUNTY OF 15 ACC 16 TO 15 TO 16 The foregoing instrument was acknowledged before me this day of who is personally known who is personally known as identification. My Commission HUNN Confession Con to me or who has produced Signature of Notary ashon. Typed, Printed or Stamped Name of Notary APPROVED AS TO FORM AND WATER UTILITIES DEPÄRTMENT LEGAL SUFFICIENCY APPROVAL: County Attorney Director, Finance and Administration APPROVED AS TO TERMS AND CONDITIONS ,

Assistant Director,

Finance & Administration

EXHIBIT "A" LEGAL DESCRIPTION

TRACTS 14, 15, 22 AND 23, BLOCK 6 (LYING NORTH AND WEST OF FLORIDA STATE TURNPIKE RIGHT-OF-WAY) PALM BEACH FARMS COMPANY, PLAT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AT PLAT BOOK 2, PAGES 45 THROUGH 54;

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

THE NORTH 25 FEET OF SAID TRACT 14, AND ADDITIONAL FLORIDA STATE TURNPIKE RIGHT-OF-WAY DESCRIBED IN ORDER OF TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 10348, PAGE 1568, AND OFFICIAL RECORDS BOOK 10359, PAGE 1458, SAID PUBLIC RECORDS.

CONTAINING 28.28 ACRES, MORE OR LESS.

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OU 04/18/07 G

April, 2007

| Attachment B | |
|--------------|--|
| | |



CFN 20150189597
OR BK 27552 PG 1643
RECORDED 05/22/2015 12:08:14
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1643 - 1646; (4pgs)

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this ________ day of _______, 2015 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and 1629 I, LLC, A Florida Corporation, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on APRIL 21, 2006, hereinafter referred to as "Agreement" Resolution #R2006-0995; and

WHEREAS, Utility agreed to reserve 18.85 equivalent residential connections ("ERCs") of potable water and 18.85 "ERC's wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on APRIL 30, 2015 ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement ("Renewal Agreement").

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. Renewal of Capacity Reservation

- A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP, as may be amended from time to time.
- **B.** Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Renewal of Capacity Reservation

Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

| Potable Water: | \$212.76 | per ERC x | 18.85 | ERCs = | \$4,010.53 |
|----------------|----------|-----------|---------|----------|------------|
| | | per ERC x | 18.85 | ERCs = | \$5,627.86 |
| | · | • | SU | BTOTAL | \$9,638.39 |
| | | | FRANCI | HISE FEE | \$0.00 |
| | | | TOTAL N | MAP DUE | \$9,638.39 |

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

10. Filing

A copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

- **A.** No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.
- **B**. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

9804 S. Military Trail, Ste. E-11 Boynton Beach, FL 33436

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the property owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 16. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or 1629 I, LLC.
- 17. Non-Discrimination Policy The Property Owner warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Property Owner will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

| WITNESSES: | PALM BEACH COUNTY |
|--|---|
| Signature Tudy Provence | By: Director, Water Utilities Department |
| Print Name | |
| Signature Hnna M Daniels Print Name | |
| WITNESSES: | By: Frank Complex |
| Signature USS | Title: Marager |
| Print Name | (Seal) |
| Signature USAE. DUVANT Print Name | |
| STATE OF FLORIDA COUNTY OF PALM BEACH | CERTIFICATE |
| The foregoing instrument was acknowled | ged before me this 20 day of April 1 |
| who is/are personally known to me or who has produced | duced as identification. |
| My Commission Expires: KIMBERLY L. LOEFFLER Notary Public - State of Florida My Comm. Expires May 8, 2016 Commission # EE 196887 | Notary Signature Typed, Printed on Stamped Name of Notary |
| APPROVED AS TO FORM AND | WATER UTILITIES DEPARTMENT |
| LEGAL SUFFICIENCY | APPROVAL |
| By: County Attorney | By: Director, Finance and Administration PBC Water Utilities Department |
| APPROVED AS TO TERMS AND CONI | DITIONS |
| ву: С 18 | |
| Assastant Director, Finance and Administration | ce |

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

TRACT 68, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THE WEST 200 FEET OF TRACT 68 AND LESS THAT PROPERTY CONVEYED BY WARRANTY DEED TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RECORDED JUNE 14, 2002, IN OFFICIAL RECORDS BOOK 13805, AT PAGE 1832 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

TRACT 73, BLOCK 5, PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80, LESS AND EXCEPT THEREFROM THAT PART OF THE PROPERTY CONVEYED BY WARRANTY DEED TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RECORDED JUNE 14, 2002, IN OFFICIAL RECORDS BOOK 13805, PAGE 1832 AND THAT PART OF THE PROPERTY LYING WITHIN THE RIGHT-OF-WAY OF STATE ROAD 80.

ALSO DESCRIBED AS FOLLOWS:

A PORTION OF TRACT 68 AND 73, BLOCK 5, THE PALM BEACH FARMS COMPANY PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 68, THENCE S01°06'49"E ALONG THE WEST LINE OF SAID TRACT 68, A DISTANCE OF 659.68 FEET TO THE NORTHWEST CORNER OF SAID TRACT 73; THENCE N89°01'39"E ALONG THE NORTH LINE OF SAID TRACT 73, A DISTANCE OF 200.00 FEET; THENCE N01°06'49"W, A DISTANCE OF 8.32 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. RUN THENCE S88°29'03"E, A DISTANCE OF 391.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 8,682.40 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°27'25" A DISTANCE OF 69.24 FEET TO A POINT ON THE EAST LINE OF TRACE 73; THENCE N01°11'14"W ALONG SAID EAST LINE, A DISTANCE OF 11.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT 73; THENCE CONTINUE NO1°11'14"W ALONG THE EAST LINE OF SAID TRACT 68, A DISTANCE OF 659.68 FEET; THENCE S89°01'39"W ALONG THE NORTH LINE OF SAID TRACT 68 A DISTANCE OF 459.56 FEET; THENCE S01°06'49"E ALONG THE EAST LINE OF WEST 200.00 FEET OF SAID TRACT 68, A DISTANCE OF 651.36 FEET TO THE POINT OF BEGINNING.

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0K 04/17/06 SDRA #03-01029-000

CFN 20150179717
OR BK 27536 PG 1614
RECORDED 05/15/2015 10:52:08
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1614 - 1617; (4pgs)

STANDARD POTABLE WATER & WASTEWATER DEVELOPMENT RENEWAL AGREEMENT

THIS AGREEMENT is made and entered into this _______ day of ______, 20/5 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "Utility", and INVESTORS ASSET ACQUISITION, LLC, hereinafter referred to as "Property Owner".

WITNESSETH:

WHEREAS, the parties entered in to a Standard Potable Water & Wastewater Development Agreement on March 23, 2009, hereinafter referred to as "Agreement" Resolution #R2009-0777; and

WHEREAS, Utility agreed to reserve 101.65 equivalent residential connections ("ERCs") of potable water and 101.65 "ERC's wastewater system capacity for Property Owner for a term of five (5) years from the effective date of the Agreement; and

WHEREAS, the five (5) year term provided for in the Agreement has expired or will expire on March 31, 2015 ("Capacity Expiration Date"); and

WHEREAS, the five (5) year term may be extended in accordance with the Uniform Policies and Procedures Manual ("UPAP"), as may be amended from time to time, which is incorporated herein by reference; and

WHEREAS, portions of the ERCs of potable water and portions of the ERCs of wastewater capacity provided for in the Agreement have not been used by Property Owner; and

WHEREAS, Property Owner wishes to extend the capacity reservation for unused ERCs provided in the Agreement in accordance with the terms and conditions of this Standard Potable Water and Wastewater Development Renewal Agreement "Renewal Agreement").

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. Recitals

The recitals set forth above are true and correct and form a part of this Renewal Agreement. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. Renewal of Capacity Reservation

- A. Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP, as may be amended from time to time.
- **B.** Property Owner acknowledges and agrees any and all future capacity reservations for the Property shall be in accordance with the terms and conditions of the UPAP, as may be amended from time to time.

C. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP payments made for unused ERCs upon expiration of this Renewal Agreement.

3. Renewal of Capacity Reservation

Utility agrees to extend the capacity reservation for the unused ERCs of potable water and the unused ERCs of wastewater system capacity for an additional five (5) years from the Capacity Expiration Date in accordance with the UPAP as may be amended from time to time. The number of unused ERCs being renewed and the Mandatory Agreement Payment (MAP) required upon submission of this Renewal Agreement is:

| Potable Water: | \$212.76 | per ERC x | 83.90 | ERCs = | \$17 , 850.57 |
|----------------|----------|-----------|---------|-----------|----------------------|
| Wastewater: | | • | 83.90 | ERCs = | \$25,049.18 |
| | | • | SU | BTOTAL - | \$42,899.75 |
| | | | FRANCI | HISE FEE | \$0.00 |
| | | | TOTAL N | MAP DUE _ | \$42,899.75 |

4. Applicable Law

Any litigation arising from or relating to this Renewal Agreement shall be governed by the laws of the State of Florida and venue in any such proceeding shall be exclusively in Palm Beach County, Florida.

5. Severability

In the event that any section, paragraph, sentence, clause, or provision of this Renewal Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. Enforcement Costs

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Renewal Agreement shall be borne by the respective parties.

7. Entirety of Agreement

This Renewal Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Renewal Agreement.

8. Successors in Interest

This Renewal Agreement shall be binding upon and shall inure to the benefit of Utility and Property Owner and their assigns and successors by merger, consolidation, conveyance or otherwise.

9. Counterparts

This Renewal Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

10. Filing

A copy of this Renewal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

11. Modification of Agreement and Standard Renewal Agreement

- **A.** No additions, alterations, or variations from the terms of this Renewal Agreement shall be valid, nor can the provisions of this Renewal Agreement be waived by either party, unless such addition, alteration, variation, or waiver is expressed in writing and signed by the parties hereto.
- **B**. Except as set forth herein, the Agreement remains unmodified and in full force and effect, and parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

12. Captions

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

13. Effective Date

The provisions of this Renewal Agreement shall become effective upon execution by the parties hereto.

14. Notifications

All notices concerning this Renewal Agreement shall be in writing and transmitted by mail or courier and if to Property Owner, shall be mailed or delivered to Property Owner at:

7593 Boynton Beach Blvd. Boynton Beach, FL 33437-6162

And if to Utility, shall be mailed to Palm Beach County Water Utilities Department, Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097, or delivered to 8100 Forest Hill Blvd., West Palm Beach, FL 33413.

15. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 16. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a third party to this Agreement, including, but not limited to, any citizen or employees of Palm Beach County and/or Investors Asset Acquisition, LLC
- 17. Non-Discrimination Policy The Property Owner warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The Property Owner has submitted to County a copy of its non-discrimination policy, which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Property Owner does not have a written non-discrimination policy, or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Property Owner will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

| WITNESSES: Judy D. Jovence Signature Print Name Signature Anna M Daniels Print Name | By: Director, Water Utilities Department |
|--|--|
| WITNESSES: Botty Jee Signature Print Name Signature Alove and Millian Print Name | PROPERTY OWNER By: Title: (Seal) |
| NOTARY (| CERTIFICATE |
| who is/are personally known to me or who has prod My Commission Expires: White Is a content of the content of | Notary Signature Typed, Printed or Stamped Name of Notary |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney APPROVED AS TO TERMS AND CONDITIONS By: Assistant Director, Finance & Administration PDC Woter Utilities Department | WATER UTILITIES DEPARTMENT APPROVAL By: Director, Finance and Administration PBC Water Utilities Department |

Attachment D

Prepared by and return to: Palm Beach County Water Utilities Department P.O. Box 16097 West Palm Beach, Florida 33416-6097 CFN 20150173851
OR BK 27527 PG 1797
RECORDED 05/12/2015 10:53:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1797 - 1802; (6pgs)

INDEMNITY AGREEMENT

(Encroachment)

THIS INDEMNITY AGREEMENT made and entered into this 31 day of July, 2014, by and between Charter PB Wellington, LLC (hereinafter referred to as "Owner") whose address is 1915 Harrison Street Hollywood FL 33020and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Owner holds title to a certain parcel of real property more particularly described as follows:

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

(hereinafter referred to as the "Property"); and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of County and other utilities; and

WHEREAS, Owner desires to install brick pavers within a portion of the Easement (hereinafter referred to as "encroachment").

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. County hereby consents to the installation by Owner of the encroachment within the Easement, subject to the terms herein.
- 3. In consideration of County's consent to the installation of the encroachment within the Easement, Owner shall immediately remove said encroachment upon the request of County or, in the event that County determines, in its sole and exclusive discretion that it is necessary or desirable to construct, maintain, repair, remove or replace any facilities of County's property (including but not limited to transmission lines, valves, pumps, meters, and appurtenances) located under, over, or upon the Easement, and such work requires the removal, repair, replacement and/or relocation of the encroachment or the relocation of County's facilities in whole or in part, such removal, repair, replacement and/or relocation shall be done by County or its assigns and any and all expenses or damages incurred as a result of the removal of said encroachment shall be at the sole cost and expense of the Owner.
- 4. Owner, its successor, heirs and/or assigns, hereby agrees to indemnify and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs and expenses whatsoever, including attorneys' fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to the encroachment within the Easement or its removal or any occurrence upon said encroachment.
- 5. This Indemnity Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.

6. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but not is limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the activities of anyone contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and detect corruption and fraud.

THE REMAINDER OF THE PAGE IS LEFT BLANK INTENTIONALLY

| WITNESSES: Signed, sealed and delivered in the presence of: Witness Signature Witness Signature Witness Signature Print Name NOTABY CER | OWNER: Signature Marcelo Saiegh, Manager Print Name (and Title if applicable) Owner-Signature Print Name (and Title if applicable) (SEAL) |
|---|---|
| NOTARY CER | HIFICALE |
| The foregoing instrument was acknowledged before | e me this day of, 2014 by who is/are personally known |
| to me or who has produced as identification | on. |
| My Commission Expires: LOURDES A. CHANG MY COMMISSION # FF094767 EXPIRES: June 09, 2018 | Notary Signature Notary Signature Typed, Printed or Stamped Name of Notary |
| 64444444444444444444444444444444444444 | Typed, Triffed of Stamped Traffic of Trotally |
| WITNESSES: Signed in the presence of: Witness Witness Print Name Witness Signature Witness Signature Print Name Print Name | PALM BEACH COUNTY, FLORIDA, ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS BY: |
| APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney Prepared by and Return to: Palm Beach County Water Utilities Department P.O. Box 16097 West Palm Beach, Florida 33416-6097 | |

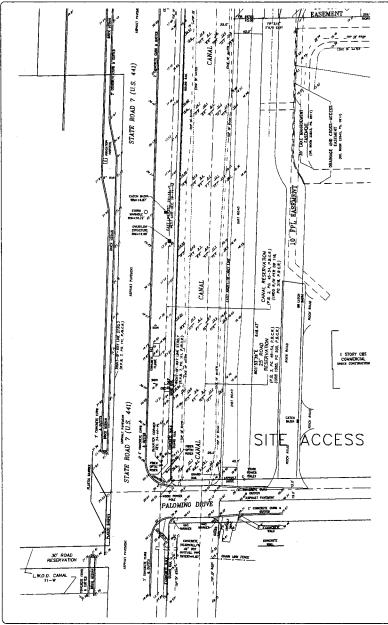
IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

CONSENT AND SUBORDINATION OF MORTGAGEE FOR INDEMNITY AGREEMENT

The undersigned mortgagee does hereby consent to this Indemnity Agreement, across the lands herein described, and agrees that its mortgage, which is recorded in Official Record Book 26551, Page 1059, of the Public Records of Palm Beach County, Florida, shall be subordinated to this Indemnity Agreement.

IN WITNESS WHEREOF, the Grantor/Mortgagee has hereunto set its hand and affixed its seal as of the date first above written.

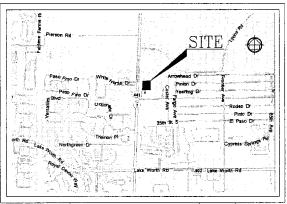
| WITNESSES: | GRANTOR/MORTGAGEE: |
|--|--|
| Signed, sealed and delivered | Name of Mortgagee: |
| ned, sealed and delivered the presence of: mess Signature the Name NOTARY C ATE OF FLORIDA UNTY OF PALM BEACH The foregoing instrument was acknown by Stephane Hane of is/are both personally known as identifice. Commission MICHELLE T MENOWN MY COMMISSION #FF031074 | and the same of th |
| | |
| Witness Signature | Name of Mortgagee: Signature |
| Name of Mortgagee: Name o | |
| | Name of Mortgagee: Signature Print Name (and Title if applicable) By: Print Name (and Title if applicable) (SEAL) ARY CERTIFICATE Acknowledged before me this /St day of August and |
| Print Name | Print Name (and Title if applicable) |
| | Bv: |
| Witness-Signature | <i>5</i> J |
| | |
| Print-Name | Print Name (and Title if applicable) |
| rim rame | Tillit Patric (and Title if applicable) |
| | (SEAL) |
| NOTAR | Y CERTIFICATE |
| STATE OF FLORIDA | |
| COUNTY OF PALM BEACH | |
| | |
| The foregoing instrument was ack | nowledged before me this 137 day of Hubust |
| 2014, by STETHANE HARDY | and, |
| 1 <u></u> | • |
| as ident | incanon. |
| | \mathcal{L} |
| My Commission | Wicheles Genown |
| Expires: | Notary Signature |
| MICHELLE T MENOWN | |
| MY COMMISSION #FF031074 | |
| EXPIRES June 25, 2017 (407) 398-0153 FloridaNotaryService.com | Typed, Printed or Stamped Name of Notary |
| (407) 390-0133 FIDIIDA AOTAI Y SETA CE SOIT | |





SKETCH OF SURVEY

WELLINGTON CHARTER SCHOOL



LOCATION MAP (NTS)

LAND DESCRIPTION :

TRACT 7, IN BLOCK 25 OF "THE PALM BEACH FARMS CO. PLAT NO. 3", ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54, LESS THE NORTH 28 FEET THEREOF.

TITLE COMMITMENT REVIEW - SCHEDULE B-II

6. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF "THE PALM BEACH FARMS COMPANY PLAT NO. 3", RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (AFFECTS/PLOTTED)

7. RESERVATIONS OF THE LAKE WORTH DRAINAGE DISTRICT CONTAINED IN THE DEED RECORDED IN DEED BOOK 488, PAGE 357, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, (ODCUMENT NOT AVAILABLE ON LINE)

8. ORDINANCE NO. 2007-06 RECORDED OCTOBER 16, 2007 IN OFFICIAL RECORDS BOOK 22186, PAGE 155. (AFFECTS/NOT PLOTTABLE)

9. DRAINAGE AND CROSS-ACCESS EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2008 IN OFFICIAL RECORDS BOOK 22843, PAGE 911, WHICH SUPERCEDES AND REPLACES THE EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 22406, PAGE 663, (AFFECTS/PLOTTED)

10. SOUTH FLORIDA WATER MANAGEMENT DISTRICT NOTICE OF ENVIRONMENT RESOURCE OR SUFFACE WATER MANAGEMENT PERMIT RECORDED IN OFFICIAL RECORDS BOOK 23315, PAGE 87. (AFFECTS/NOT PLOTTABLE)

ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

NOTES

- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- . THE CERTIFICATION SHOWN HEREON TO THE EXTENT RELATING TO THE EXISTENCE OF EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD IS BASED UPON COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY. EFFECTIVE DAIE: SEPTEMBER 6, 2011, (ORDER NO.: 3642268)
- THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
- 4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
- 5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
- 6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- BENCHMARK REFERENCE: NORTH RIM OF STORM SEWER MANHOLE AT 350 FEET MORTH OF THE NORTH PROPERTY LINE AND THE WEST EDGE OF SOUTH BOUND LANE SR-7. ELEVATION = 20.70°
- BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF TRACT 7, BLOCK 25, "THE PALM BEACH FARMS CO. PLAT NO. 3", (P.B. 2, PG. 45-54, P.B.C.R.) SAID LINE BEARS S897-00'14W.

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELLEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN MAY, 2014. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 51-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATULES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATION NOTED HEREON.

SURVEY DATE : 05/28/14

RICHARD E. COUSINS PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 4188

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FIGIRIDA 3331(AATION : LB # 6448
PHONE (954) 689-7789
PHONE (954) 689-7786 FAX (954) 689-7789

CLIENT: TRACT 7, BLOCK 25

MG3 DEVELOPER GROUP

THE PALM BEACH FARMS CO. PLAT NO.3"

P.B. 2, PG. 45–54, P.B.C.R.

LAKE WORTH, FLORIDA

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