

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	August 16, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Modification of Deed Restrictions for a 5.57 acre parcel located south of Pioneer Road and west of the Florida Turnpike conveyed to KidSanctuary Campus, Inc.


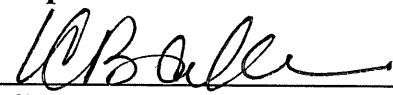
Summary: On June 6, 2006, (R2006-1043), the Board conveyed a 5.57 acre parcel located south of Pioneer Road and west of the Florida Turnpike to KidSanctuary, Inc., a non-profit corporation, at no cost, for KidSanctuary’s development of a group home for children with physical and/or emotional disabilities. The County Deed required the group home to be completed within five (5) years and contained a reverter. In 2008, KidSanctuary transferred the property to a new development entity, KidSanctuary Campus, Inc. and requested an extension of the development milestones. On June 7, 2011, (R2011-0841), the Board approved an extension to construct the facility in five (5) phases over a 15 year period, expiring on February 1, 2026. KidSanctuary Campus has completed three (3) of the five (5) phases in advance of the deadlines, but out of the sequence required by the revised milestones. KidSanctuary Campus recently purchased the adjacent 2.5 acre property for future expansion of its program and has requested that they be permitted to construct the recreation/administration/enrichment center on either the 5.57 acre parcel or the 2.5 acre adjacent property. This Second Modification of Deed Restrictions documents the actual completion dates of the completed Phases and allows KidSanctuary Campus, at its discretion, to construct the recreation/administration/enrichment center on either property. All other conditions and restrictions remain unmodified and in full force and effect.
(PREM) District 2 (HJF)

Background and Justification: The County received the subject property as part of a larger parcel in 1948 via tax foreclosure. Construction of the Florida Turnpike bisected the larger parcel and created a 5.57 acre parcel on the west side, and a 4.86 acre parcel on the east side. On June 6, 2006, the Board approved a County Deed conveying the western 5.57 acre property to KidSanctuary, Inc., a non-profit corporation, at no cost.

(Continued on Page 3)

Attachments:

- 1. Location Map
- 2. Second Modification of Deed Restrictions
- 3. Letter from KidSanctuary Campus, Inc., dated April 14, 2016
- 4. Disclosure of Beneficial Interests

Recommended By:		7/18/16
	Department Director	Date
Approved By:		8/5/16
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# 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.

Fixed Assets Number n/a

C. Departmental Fiscal Review: _____


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB ET 7/27 PA/28

J. J. Jacobson 8/21/16
Contract Development and Control
8/11/16 JS

B. Legal Sufficiency:

Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

Department Director

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

Background & Justification (continued): The County Deed provided that the property would automatically revert to the County if: i) the Property is not used for a non-profit residential facility for children with physical and/or emotional disabilities; ii) the facilities consisting of four (4) houses and a recreation/administrative building were not completed, open, and operating within five (5) years; iii) any conveyance or assignment other than to an entity which merges with and/or acquires KidSanctuary, Inc., occurs without prior Board consent; and iv) the facility is not continuously operated for the specified purposes. On September 20, 2008, KidSanctuary, Inc. conveyed the property by Quit Claim Deed to KidSanctuary Campus, Inc., a separate non-profit corporation. County consent was required, but not obtained. On October 7, 2008, KidSanctuary, Inc. changed its name to Grandma's Place, Inc. On November 28, 2010, KidSanctuary Campus, Inc., requested the retroactive approval of the transfer of the property and an extension to complete the development of the facilities in phases. On June 7, 2011, the Board ratified and consented to the conveyance of the property from KidSanctuary, Inc. to KidSanctuary Campus, Inc. and modified the deed restrictions by providing additional time to construct the facility in five (5) phases over a 15 year period, expiring on February 1, 2026. On April 14, 2016 KidSanctuary Campus, Inc. requested a second deed restriction modification to document the actual dates the Phases were completed since they were constructed out of sequence and to permit the recreation/administration/enrichment center to, at its option, be constructed on either the 5.57 acre parcel or the 2.5 acre adjacent property it recently acquired. This Second Modification documents the advanced completion of three (3) phases and provides for the recreation/administration/enrichment center to be constructed according to the follow schedule:

Phase 1: House 1 - completed on Nov 21, 2012.

Phase 2: House 2 - completed on August 4, 2014.

Phase 3: House 3 - completed on August 6, 2015.

Phase 4: House 4 shall be completed by August 6, 2020.

Phase 5: Recreation/Administration/Enrichment Center shall be constructed on the Property, or in the alternative, the Recreation/Administration/Enrichment Center shall be constructed on Grantee's adjacent property and started no later than February 1, 2024, and completed by February 1, 2026.

This Second Modification does not extend the final completion date of February 1, 2026.

KidSanctuary Campus is required to provide a Certificate of Occupancy for each Phase by that Phase's deadline, and shall demonstrate or provide evidence to the County that the entire facility is open and completely operational by February 1, 2026. KidSanctuary Campus, Inc., provided a Beneficial Interest Affidavit identifying it as a nonprofit where no individual person or entity is considered to have a beneficial interest in KidSanctuary Campus, Inc.

TWP 43

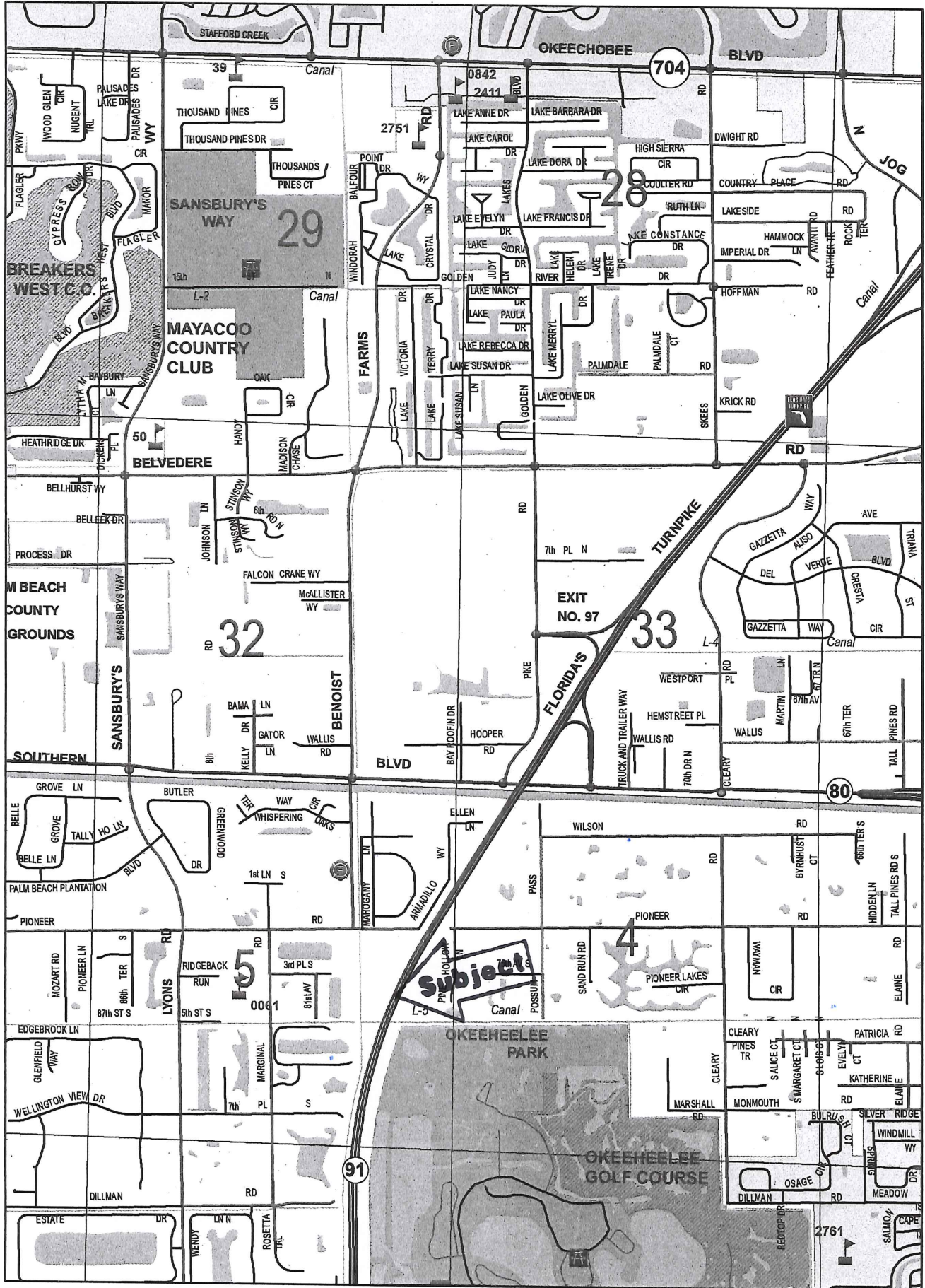
TWP 43

TWP 44

19

20

21



LOCATION MAP

Attachment 1
1 of 1



Attachment 2
2nd Modification to Deed Restrictions
(4 pages)

Prepared By And Return To:
Richard C. Bogatin, Property Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

PCN: 00-42-44-05-12-001-0000

SECOND MODIFICATION OF DEED RESTRICTIONS

THIS SECOND MODIFICATION OF DEED RESTRICTIONS, made _____, 2016, between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("Grantor"), whose address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605, and the **KIDSANCTUARY CAMPUS, INC.**, a Florida non-profit corporation ("Grantee"), whose legal mailing address is 700 South Dixie Highway, West Palm Beach, FL 33411.

WHEREAS, Grantor, by deed dated June 6, 2006, recorded in Official Record Book 20521, Page 293, of the Public Records of Palm Beach County, Florida, (the "County Deed") conveyed the following described land to KidSanctuary, Inc., a Florida non-profit corporation and

West 100 feet of Tract 24 (Less north 18 feet Pioneer Road & west 35 feet LWDD E-2W Canal rights-of-way), & part of Tract 25 lying northwest of & adjacent to Turnpike right-of-way (Less west 35 feet LWDD E-2W Canal right-of-way) Block 12 according to the Palm Beach Farms Co. PL No 3 as recorded in Plat Book 2, Pages 45 to 54 inclusive, public records of Palm Beach County, Florida (the "Property").

WHEREAS, the County Deed contains certain conditions and restrictions that were imposed upon KidSanctuary, Inc., and

WHEREAS, on June 7, 2011, the conditions and restrictions were modified to extend the construction deadline and retroactively consent to the transfer of ownership of the Property, recorded in Official Record Book 24591, Page 0743; and

WHEREAS, Grantee has requested that the County Deed's conditions and restrictions be modified to reflect actual Phase completion dates and modify the construction location of the recreation/administration/enrichment center contained therein; and

WHEREAS, Grantor has agreed to modify the County Deed's conditions and restrictions.

NOW, THEREFORE, for and in consideration of the sum of TEN and 00/100 (\$10.00) Dollars, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Section 2 of the County Deed's existing conditions and restrictions, as modified, is hereby deleted in its entirety and replaced with the following:

2. Grantee shall, by no later than February 1, 2026, construct four (4) houses and a recreation/administration/enrichment center on the Property and/or the adjacent property owned by Grantee for the use identified in Section 1 above (the "KidSanctuary"). according to the follow schedule:

Phase 1: House 1 - completed on Nov 21, 2012.

Phase 2: House 2 - completed on August 4, 2014.

Phase 3: House 3 - completed on August 6, 2015.

Phase 4: House 4 shall completed by August 6, 2020.

Phase 5: Recreation/Administration/Enrichment Center shall be constructed on the Property, or in the alternative, the Recreation/Administration/Enrichment Center shall be constructed on Grantee's adjacent property and started no later than February 1, 2024, and completed by February 1, 2026.

Grantee shall provide Grantor with a Certificate of Occupancy for each phase by that phase's deadline for completion, and evidence that the KidSanctuary is open and completely operational no later than February 1, 2026.

3. The conditions and restrictions imposed herein shall constitute covenants running with the land and shall be binding upon and burden Grantee, its successors and assigns having or hereafter acquiring any right, title or interest in or to all or any portion of the Property.
4. Except as set forth herein, the County Deed (and conditions and restrictions therein, as amended) remains unmodified and in full force and effect and the parties hereby ratify, confirm and adopt the County Deed, as modified in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have caused this Second Modification to Deed Restrictions to be executed in their respective names, the day and year aforesaid.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

Signed and delivered
in the presence of:

(OFFICIAL SEAL)

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Chief Assistant County Attorney

WITNESS:

KIDSANCTUARY CAMPUS, INC., a
Florida nonprofit corporation

Susan Walker
Witness Signature

SUSAN WALKER
Print Witness Name

Aida Bach
Witness Signature

Aida Bach
Print Witness Name

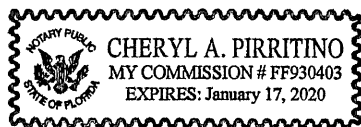
By: *Connie M Frankino*

Title: *President*

(SEAL)
(corporation not for profit)

STATE OF FLORIDA
COUNTY OF PALM BEACH

I hereby certify that on this 6 day of July, 2016, before me personally appeared CONNIE FRANKINO, as _____ of KidSanctuary Campus, Inc., personally known to me or who produced FL DL as identification and who did () did not () take an oath and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein.



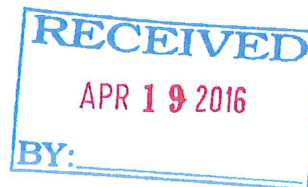
Cheryl A. Pirritino
Notary Public, State of Florida
Print Name CHERYL A PIRRITINO
Commission No. FF930403
My Commission Expires: 1/17/2020

Attachment 3
Letter - Kid Sanctuary Campus, Inc.



April 14, 2016

(Via E-mail and US Postal Service)



EXECUTIVE BOARD
OF DIRECTORS

Connie M. Frankino
President
The Samuel J. & Connie M.
Frankino Foundation

Sally Ann Nisberg
Vice President
The Wellness Center

Edward Ricci, Esq.
Edward Ricci Law

Tacher Brian King
Treasurer
Secretary to the Bishop of the
Diocese of Palm Beach County

DIRECTORS

Madeline Fink
Retired CEO

Edward Ricci, Esq.
Edward Ricci Law

HONORARY TRUSTEES

Dr. Mehmet Oz
Director of Cardiovascular Unit,
New York - Presbyterian Hospital,
Talk Show Host and Author

Frédric M. Barr,
M.D., F.A.C.S.
Palm Beach Plastic &
Cosmetic Surgery

Ross C. Hering, Director
Property & Real Estate Management
2633 Vista Parkway
West Palm Beach, FL 33411-5605
rhering@co.palm-beach.fl.us

Re: KidSanctuary Campus
Control # 2007-0238 / CH Project #11-0306

Dear Mr. Hering:

I am writing this letter on behalf of KidSanctuary Inc. and the KidSanctuary Campus. First, I would like to personally thank your office and the Board of County Commissioners for your support of KidSanctuary Campus. Together we are making a difference in the lives of our foster children and young women in Palm Beach County that are in the greatest need and most worthy. Today, our beautiful campus contains three houses and is home to 16 children. To date, with the assistance of the Place of Hope, we have served 348 children.

The purpose of this letter is to request a modification to our existing deed restrictions, which establishes the required construction time frames for the build-out of the Campus. As you are aware, KidSanctuary, Inc. is well ahead of the required construction milestones, which are provided below for your convenience.

At the June 7, 2011 Board of County Commission hearing the board approved a modification of the deed restrictions to allow a 15-year extension to construct the facility in five phases, as stated below:

- | | |
|----------|---|
| Phase 1: | House 1 shall be completed by Jan. 1, 2013. |
| Phase 2: | House 2 shall be started within two years after House 1 is completed, and completed by May 1, 2016. |
| Phase 3: | Recreation/Administration Center shall be started within two years after House 2 is completed, and completed by August 1, 2019. |

700 South Dixie Highway • Suite 101 • West Palm Beach, FL 33401
KidSanctuary Campus, Inc. @KidSanctuary
Tel 561.653.8274 • Fax 561.653.8275 • www.kidsanctuarycampus.org
Marlo S. Massey, Executive Director

- Phase 4: House 3 shall be started within two years after the Recreation /Administration Center is completed, and completed by Nov. 1, 2022.
- Phase 5: House 4 shall be started within two years after House 3 is completed, and completed by Feb. 1, 2026.

Houses 1, 2 and 3 have been constructed and we have applied for a building permit for the Recreation/ Administration Building, known as the "Enrichment Center". In addition, we are actively working on construction documents and permits for House 4. However, KidSanctuary is under contract to purchase the 2.50 and a 2.36 acre parcels to the north of the existing campus along the east side of Safe Haven Drive and has the desire to build the Enrichment Center on those two parcels.

While we have recently applied for a building permit to construct the Enrichment Center building, we believe it will be more appropriate to construct on the properties under contract. This change in location however, requires modification to the existing deed restrictions. The schedule for the fourth home remains unchanged (although may be accelerated). It is possible that we may want to build a fifth house in the location that the Enrichment Center is now designated on the Certified Site Plan; however, this decision is premature until we update our Master Plan.

For your convenience I have included a copy of the approved Certified Site Plan for KidSanctuary Campus, along with aerial photography showing the properties we will own as of May 30, 2016. A copy of the June 7, 2011 Board of County Commissioner's agenda item summary is also enclosed. At your earliest opportunity, please provide guidance on the process and timing for amending the deed restrictions.

On behalf of our kids, I thank you and look forward to the future, making a difference together and I am happy to answer any questions that you may have.

Sincerely yours,



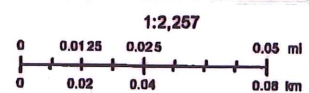
Connie Frankino
President & Founder
KidSanctuary Campus

CC via email: Donaldson Hearing, Coteur & Hearing (dhearing@coteur-hearing.com)
Mike Meyer, Onshore Construction & Development, Inc. (Mike@onshorejupiter.com)
Richard C. Bogatin, Property & Real Estate Management, Palm Beach County
(Rbogatin@pbccgov.org), Gregory S. Kino, Esq. (gkino@ciklinlubitz.com)



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created by: PBC Property Appraiser



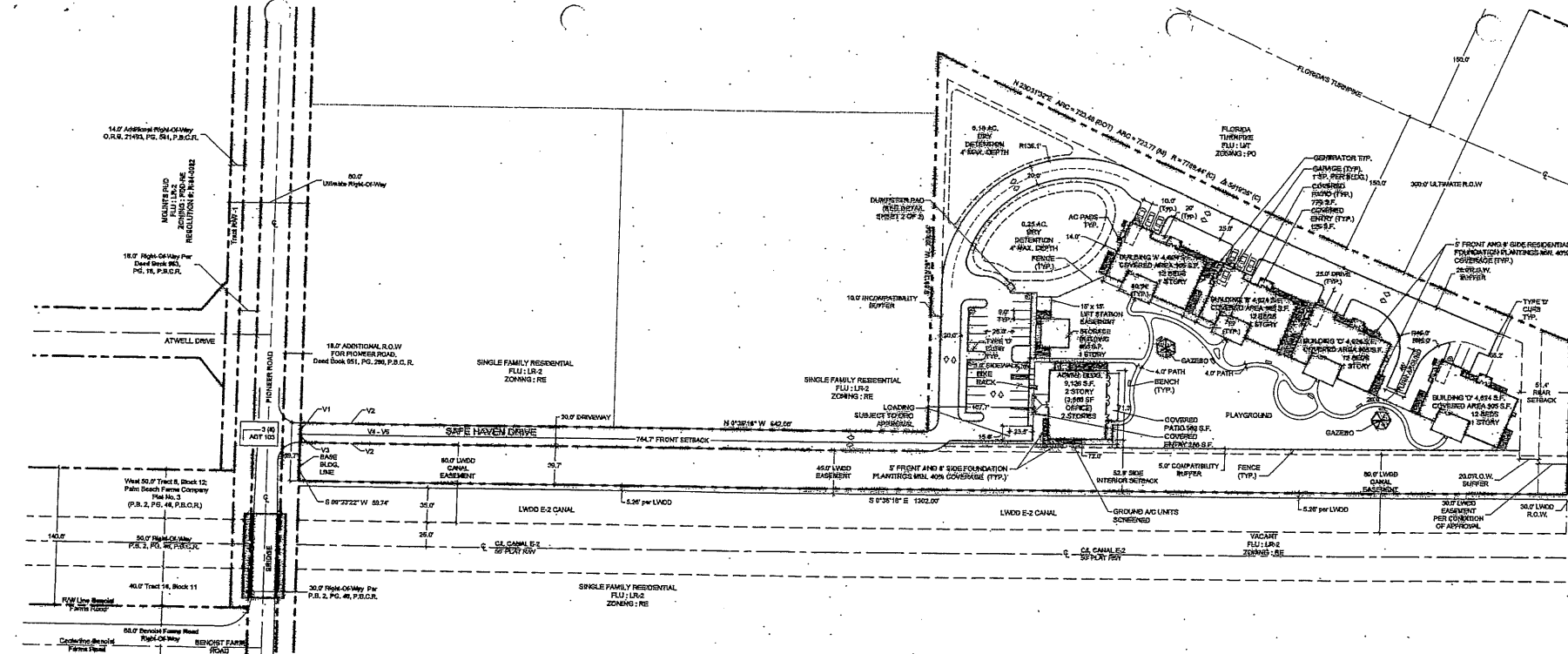
April 15, 2016

Urban design kidway STUDIOS

Urban Planning & Design
Landscape Architecture
Civil Engineering

The Office is Open House
677 S. Dade Avenue, Suite 225
West Palm Beach, FL 33401
P 561-849-1100
F 561-849-1101
www.urbandesignkidway.com

Project: **Kidway**
Location: **West Palm Beach, FL**
Client: **City of West Palm Beach**
Date: **5/12/09**
Scale: **1" = 50'-0"**



Variance Chart for Resolution R-2008-65

APPLICATION NO.	CODE SECTION	REQUIRED	VARIED	VARIANCE
V1	7.1.1(A) Landscape - Buffer Types Right of Way	Right-of-way buffer	No right-of-way buffer	Elimination of the right-of-way buffer
V2	7.1.1(B) Landscape - Incompatible Buffers	Incompatibility buffer along the north portion of the site	No incompatibility buffer along the north portion of the site	Elimination of the incompatibility buffer along the north portion of the site
V3	8.1.1(D) Off-street Parking	25 foot access way	20 foot access way	Reduction of 5 feet for access way
V4	8.1.1(D) Off-street Parking	Paved pedestrian walkway from building entrance to street	No paved pedestrian walkway from building to the street	Elimination of the paved pedestrian walkway from the building to the street
V5	8.1.1(D) Off-street Parking	Art 8.1.1(H.1) Continuous walkway from street to entrance with trees, benches and accessible crosswalks	No continuous walkway from street to entrance with trees, benches and accessible crosswalks	Elimination of continuous walkway from street to entrance with trees, benches and accessible crosswalks

Site Data

Application #: DPO 2008-0008
Control #: 2007-00238
Name of Project: Kid Sanctuary
Tier: Urban/Suburban
Future Land Use Designation: WEST-HRS
Zoning District: RS
Section/Township/Range: 27/34/2
PCN: 00-42-43-27-05-012-0241
Use: Residential Foster Care
Total Gross Site Area: 5,408 AC. (235,573.7 s.f.)
Total Building Area: 28,488 s.f. 48 Beds
Building A: 4,624 s.f. 12 Beds
Building B: 4,624 s.f. 12 Beds
Building C: 4,624 s.f. 12 Beds
Building D: 4,624 s.f. 12 Beds
Admin. Bldg.: 9,126 s.f. (3,000 sf office)
Storage Bldg.: 866 s.f.

Concurrent Approval
Type III Congregate Living Facility 48 Beds
Total Square Footage 27,622 s.f.**

* Concurrency is approved for the above uses and amounts shown on this plan.
** Does not include storage building or porches.

TAX: 733
Last BCC Approval: August 28, 2008
BOA Approval Date: August 7, 2008
Resolution #: R-2008-1389,1390
Building Coverage: 12.1%
Residential Building Footprint: 4,624 S.F. (4 Bldg. Total = 18,496 sf)
Covered Entry: 778 S.F. (4 Bldg. Total = 3,116 sf)
Administrative Building Footprint: 4,663 S.F.
Covered Patio: 592 S.F.
Covered Entry: 256 S.F.
Storage Building Footprint: 866 S.F.
S.F. Increases Above BCC Approval: 396 S.F.
Remaining S.F. for Increase: 864 S.F.

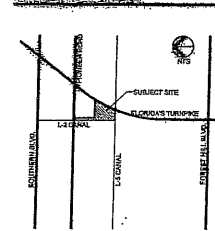
Remaining S.F.: 2,340.55 S.F. (8.6%)
Remaining S.F. of 23% allowed to be relocated: 2,427.15 S.F. (16.2%)
Building Height: 35' Max.
Required Parking: 39
1 per 2 Beds + 1 per 260 SF Office
48 Beds = 24 Spaces
3000 SF Office = 15 Spaces
Provided Parking: 39 (4 garage spaces)
Administration Parking Lot: 23
Residences: 16 (4 garage spaces)
Accessible Parking Required: 2
Accessible Parking Provided: 2
Loading: (per table 6.A.1.B-1) 1
Impervious Area: 36.5% (83,549.5 S.F.)
Pervious/Open Space (30% min.): 64.5% (152,024.2 S.F.)
Dry Detention Area: 43 AC. (7.96%)

NOTE:
- AC UNITS TO BE SCREENED WITH LANDSCAPE OR ARCHITECTURALLY COMPATIBLE MATERIAL.
- BUILDINGS A, B, C AND D RELOCATIONS ALLOWED PURSUANT TO ALL PETITION CONDITIONS NO. 1 OF R-2008-1289. RELOCATION DOES NOT APPLY TO MAXIMUM 25% ALLOWED PER AL2.D.1.G.1.a.
SOURCES FOR RIGHT-OF-WAY, PIONEER ROAD AND BRIDGE INFORMATION:
- MOUNTAIN PUD PLAT - PG 100; PG 101
- PIONEER ROAD BRIDGE OVER LWOV E-2 CANAL
- AS-BUILT CONSTRUCTION PLANS; BRIDGE DESIGN ASSOCIATES, INC.; PALM BEACH COUNTY ENGINEERING DEPARTMENT
- PIONEER ROAD BRIDGE ACCESS IMPROVEMENTS
- SUN-TECH ENGINEERING, INC., PALM BEACH COUNTY LAND DEVELOPMENT DIVISION

Property Development Regulations													
MIN. LOT DIMENSIONS			RS PROPERTY DEVELOPMENT REQUIREMENTS						SETBACKS / SEPARATIONS				
ZONING DISTRICT	SIZE	WIDTH	DEPTH	GFA	MAX PAR.	MIN. PERV. AREA	BLDG. COVER	MAX. BLDG. HGT.	FRONT	SIDE	SIDE STREET	REAR	
REQ.	RS	8,000 SF	60'	70'	-	-	30%	40%	35'	25'	7.5'	15'	15'
PROP.	RS		59.7'	190'			64.5%	12.1%	35' MAX.	784.7'	82.8'	-	51.4'

* FRONTAGE WIDTH HAS BEEN REDUCED FROM THE MINIMUM OF 60' TO 59.7' PER THE LWOV CHARTER CASE #17 (DPO 04-04, PG 110)

Location Map



Zoning Stamps

PROJECT NO.:
PETITION NO.: 07-0238
DATE SUBMITTED: 5-12-09
EXHIBIT NO.:
SUPERSEDES: NO.
FINAL PLAN APPROVED AT: 5-12-09 DRC
Indie J. J.

Final Site Plan
Palm Beach County, Florida
Kid Sanctuary

SP-1

Attachment #4
Disclosure of Beneficial Interests
(3 pages)

BUYER'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Connie M. Frankino, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of KidSanctuary Campus, Inc a Florida not for profit Corporation (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Buyer") which entity is the Owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 700 S. Dixie Highway #101
West Palm Beach, FL 33401

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Buyer and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its sale of the property.

FURTHER AFFIANT SAYETH NAUGHT.

Connie M. Frankino, Affiant
Connie M. Frankino

The foregoing instrument was sworn to, subscribed and acknowledged before me this
24th day of June June, 2016, by Connie M. Frankino
[] who is personally known to me or [] who has
produced PDL as identification and who did take an oath.

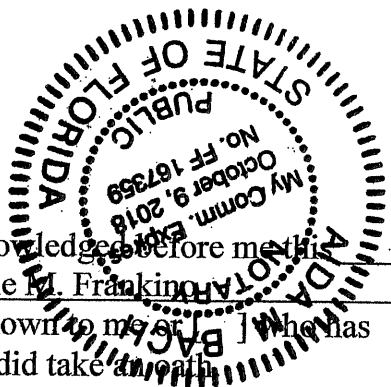


EXHIBIT "A"

PROPERTY

West 100 Feet of Tract 24 (Less north 18 feet Pioneer Road & west 35 feet LWDD E-2W Canal rights-of-way), & part of Tract 25 lying northwest of & adjacent to Turnpike right-of-way (Less west 35 feet LWDD E-2W Canal right-of-way) Block 12 according to the Palm Beach Farms Co. PL No 3 as recorded in Plat Book 2, Pages 45 to 54 inclusive, public records of Palm Beach County, Florida.

EXHIBIT "B"

**SCHEDULE TO BENEFICIAL
INTERESTS IN (Buyer)**

Buyer is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Buyer must identify individual owners. If, by way of example, Buyer is wholly or partially owned by another entity, such as a corporation, Buyer must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME _____

ADDRESS

PERCENTAGE

OF INTEREST

None. KidSanctuary Campus, Inc. is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.