

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* <u>0</u>	<u>0</u>	<u>0</u>	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

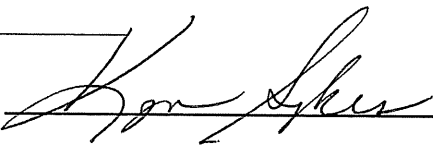
Does this item include the use of federal funds? Yes _____ No X

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

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

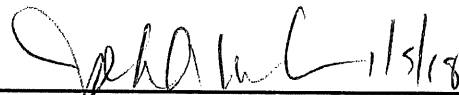
* There is no financial impact to County associated with this item.

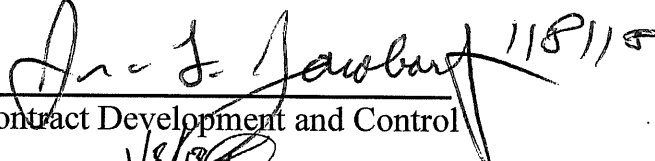
Fixed Asset Number N/A

C. Departmental Fiscal Review: 

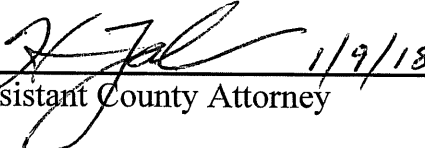
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 1/5/18
 OFMB
 SP 1/4/18 CA 1/4/18 (RS) 1/5/18

 1/8/18
 Contract Development and Control

B. Legal Sufficiency:

 1/9/18
 Assistant County Attorney

C. Other Department Review:

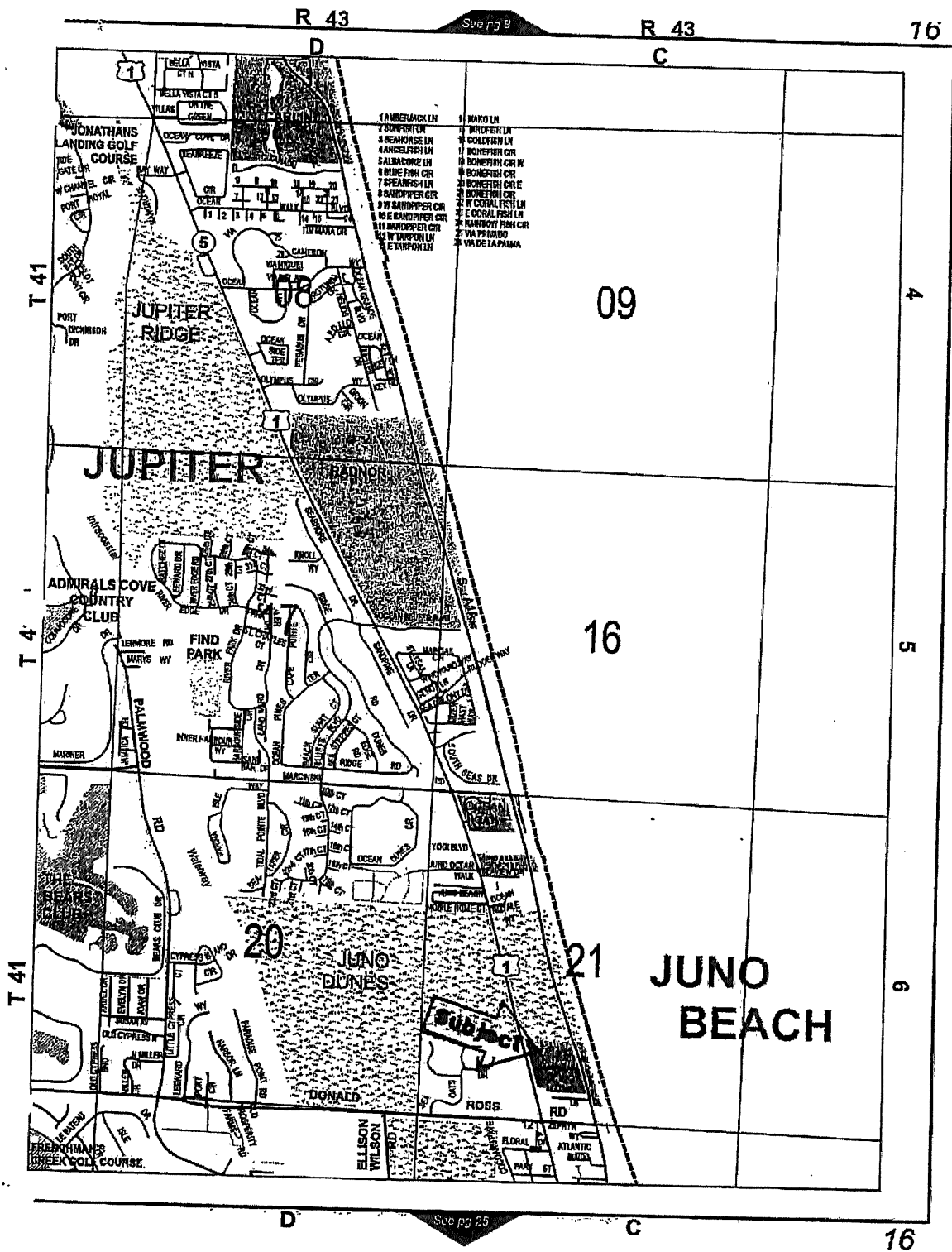
 Department Director

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

Background and Justification Cont'd: On October 7, 2008, the Board approved a First Amendment to Agreement of Lease (R2008-1749) which granted the Center the right to install underground saltwater lines within the park for the operation of its rehabilitation tanks and exhibits. On May 3, 2011, the Board approved a Second Amendment to Agreement of Lease which increased the lease premises to 2.39 acres to accommodate the Expansion Project, extending the lease term 35 years (expiring May 2, 2046) and added construction terms and conditions for the Expansion Project which included construction financing milestones, and project construction commencement and completion deadlines. On September 27, 2016, the Board approved a Third Amendment to Agreement of Lease which extended the fund raising milestones from May 2, 2016, to November 2, 2017, extended the project construction commencement from May 2, 2016, to no later than November 2, 2017, and extended the completion deadline from May 2, 2018, to November 2, 2019.

This Fourth Amendment extends the deadline for commencement of construction from November 2, 2017, to November 2, 2018, and extends the deadline for completion of construction from November 2, 2019, to within two (2) years of commencement of the Expansion Project (November 2, 2020). The Center is a world class facility and the additions will provide increased educational and leisure activities for both residents and visitors to Palm Beach County.

State statutes do not require a Disclosure of Beneficial Interests be obtained when the County leases property to another party; however, Loggerhead MarineLife Center, Inc. provided a disclosure identifying the Center as a 501(3) organization with no individuals or entities having a beneficial interest in its assets.



LOCATION MAP



Attachment 1

Attachment 2
Resolution w/ Exhibit
(6 pages)

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE PROJECT CONSTRUCTION DEADLINES TO THE REAL PROPERTY BEING LEASED TO LOGGERHEAD MARINELIFE CENTER, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Loggerhead MarineLife Center, Inc., a Florida not-for-profit corporation (“Center”), pursuant to a lease dated August 19, 2003 (R2003-1246) (“Lease”), leases real property from County for the operation of the Loggerhead Marinelifelife Center in Loggerhead Park on U.S. Highway 1 in Juno Beach; and

WHEREAS, Center uses the property leased from the County for sea turtle rehabilitation, marine research, environmental education, and creating public awareness and tourism; and

WHEREAS, Center has expanded its operations by leasing additional County property adjacent to the existing facility for construction of new indoor and outdoor facilities (“Expansion Project”); and

WHEREAS, Center has requested the Expansion Project construction deadlines be extended by twelve (12) months in order to raise additional funds for ongoing operations and maintenance of the Expansion Project prior to the commencement of construction; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that extending the aforementioned funding benchmark is in the best interests of the County.

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

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Extend Funding Benchmark

The Board of County Commissioners of Palm Beach County shall extend the Expansion Project construction commencement date by twelve (12) months, with completion of the Expansion Project within two (2) years of commencement, pursuant to the Fourth Amendment to Agreement of Lease attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Melissa McKinlay, Mayor
- Commissioner Mack Bernard, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Paulette Burdick
- Commissioner Dave Kerner
- Commissioner Steven L. Abrams
- Commissioner Mary Lou Berger

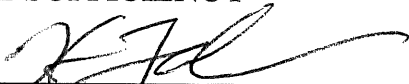
The Mayor thereupon declared the Resolution duly passed and adopted this ___ day of _____, 2018.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

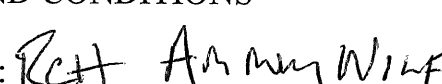
By: 
Department Director

EXHIBIT "A"

FOURTH AMENDMENT TO AGREEMENT OF LEASE

FOURTH AMENDMENT TO AGREEMENT OF LEASE

THIS FOURTH AMENDMENT TO AGREEMENT OF LEASE (R2003-1246) (the “Fourth Amendment”) is made and entered into as of _____, 2018, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (“County”) and **LOGGERHEAD MARINELIFE CENTER, INC.**, f/k/a Marinelife Center of Juno Beach, Inc., a Florida not-for-profit corporation (“Tenant”).

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Agreement of Lease dated August 19, 2003 (R2003-1246) (the “Lease”) for the use of the Premises as defined in the Lease; and

WHEREAS, County and Tenant entered into a First Amendment to Agreement of Lease dated October 7, 2008 (R2008-1749) which provided Tenant the right to install underground saltwater lines for the operation of Tenants rehabilitation tank and exhibits; and

WHEREAS, County and Tenant entered into a Second Amendment to Agreement of Lease dated May 3, 2011 (R2011-0695) which increased the leased premises to expand the educational facilities, extended the lease term and provided funding benchmarks for estimated costs of the Expansion Project; and

WHEREAS, County and Tenant entered into a Third Amendment to Agreement of Lease dated September 27, 2016 (R2016-1356) which provided Tenant additional time to raise the necessary funds to construct the Expansion Project and extended the Funding Benchmark of the 100% estimated cost of the Expansion Project and the project construction completion deadlines; and

WHEREAS, Tenant has met the financial benchmark obligations for funding the construction of the Expansion Project but desires to raise additional funds for ongoing operations and maintenance of the Expansion Project prior to the commencement of construction and has requested the commencement date for the construction of the Expansion Project be extended by twelve (12) months; and

WHEREAS, the parties wish to amend the Lease to approve a twelve (12) month extension of the commencement date for the construction of the Expansion Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Section 5.c. of the Second Amendment is hereby deleted and replaced with the following:

c. Tenant shall obtain all governmental approvals and commence construction of the Expansion Project no later than November 2, 2018, and Tenant shall complete construction of the Expansion Project within two (2) years of the commencement thereof. For the purposes of this paragraph, commencement of construction and completion of construction shall have the same meaning as those terms are used in Section 1.02 of the Lease. Should Tenant fail to commence or complete construction of the Expansion Project as required herein, County shall have the right to terminate the sections of the Second Amendment pertaining solely to the Additional Premises and Expansion Project, by delivering written notice to the Tenant that Sections 2, 3, 4, 5, 6 and 11 of the Second Amendment are terminated and of no further force or effect. No acknowledgment from Tenant is required to make such termination effective, although Tenant shall execute an amendment to the Lease confirming such termination if so requested by County. Upon termination of the sections referenced above, the Lease, including Sections 1, 7, 8, 9, 10, 12, 13, 14, 15, and 16 of the Second Amendment, shall continue in full force and effect as to the Original Premises. In the event Tenant has commenced construction on the Additional Premises, County shall identify in such notice of termination which, if any, of Tenant's improvements made in conjunction with the construction of the Expansion Project Tenant shall be required to remove. Tenant shall remove any improvements as required pursuant to the notice within sixty (60) days after Tenant's receipt of such notice, at Tenant's sole cost and expense. Tenant's obligation to remove all improvements as required pursuant to such notice, shall survive the termination of the provisions of the Second Amendment relating to the Additional Premises and Expansion Project.

3. Except as set forth herein, the Lease, as amended by the First Amendment, Second Amendment and Third Amendment, remains unmodified and in full force and effect.

4. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the date set forth above.

Signed and delivered
in the presence of:

WITNESS:

TENANT:

Witness Signature

LOGGERHEAD MARINELIFE
CENTER, INC., a Florida not-for-profit
corporation

Print Witness Name

By: _____
Jack Lighton, President

Witness Signature

Print Witness Name

(SEAL)
(corporation not for profit)

ATTEST:

COUNTY

SHARON R. BOCK
CLERK & COMPROLLER

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

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Chief Assistant County Attorney

By: _____
Department Director

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Attachment 3
Fourth Amendment to Agreement of Lease (2)
(3 pages each)

FOURTH AMENDMENT TO AGREEMENT OF LEASE

THIS FOURTH AMENDMENT TO AGREEMENT OF LEASE (R2003-1246) (the “Fourth Amendment”) is made and entered into as of _____, 2018, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (“County”) and **LOGGERHEAD MARINELIFE CENTER, INC.**, f/k/a Marinelife Center of Juno Beach, Inc., a Florida not-for-profit corporation (“Tenant”).

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Agreement of Lease dated August 19, 2003 (R2003-1246) (the “Lease”) for the use of the Premises as defined in the Lease; and

WHEREAS, County and Tenant entered into a First Amendment to Agreement of Lease dated October 7, 2008 (R2008-1749) which provided Tenant the right to install underground saltwater lines for the operation of Tenants rehabilitation tank and exhibits; and

WHEREAS, County and Tenant entered into a Second Amendment to Agreement of Lease dated May 3, 2011 (R2011-0695) which increased the leased premises to expand the educational facilities, extended the lease term and provided funding benchmarks for estimated costs of the Expansion Project; and

WHEREAS, County and Tenant entered into a Third Amendment to Agreement of Lease dated September 27, 2016 (R2016-1356) which provided Tenant additional time to raise the necessary funds to construct the Expansion Project and extended the Funding Benchmark of the 100% estimated cost of the Expansion Project and the project construction completion deadlines; and

WHEREAS, Tenant has met the financial benchmark obligations for funding the construction of the Expansion Project but desires to raise additional funds for ongoing operations and maintenance of the Expansion Project prior to the commencement of construction and has requested the commencement date for the construction of the Expansion Project be extended by twelve (12) months; and

WHEREAS, the parties wish to amend the Lease to approve a twelve (12) month extension of the commencement date for the construction of the Expansion Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.

2. Section 5.c. of the Second Amendment is hereby deleted and replaced with the following:

c. Tenant shall obtain all governmental approvals and commence construction of the Expansion Project no later than November 2, 2018, and Tenant shall complete construction of the Expansion Project within two (2) years of the commencement thereof. For the purposes of this paragraph, commencement of construction and completion of construction shall have the same meaning as those terms are used in Section 1.02 of the Lease. Should Tenant fail to commence or complete construction of the Expansion Project as required herein, County shall have the right to terminate the sections of the Second Amendment pertaining solely to the Additional Premises and Expansion Project, by delivering written notice to the Tenant that Sections 2, 3, 4, 5, 6 and 11 of the Second Amendment are terminated and of no further force or effect. No acknowledgment from Tenant is required to make such termination effective, although Tenant shall execute an amendment to the Lease confirming such termination if so requested by County. Upon termination of the sections referenced above, the Lease, including Sections 1, 7, 8, 9, 10, 12, 13, 14, 15, and 16 of the Second Amendment, shall continue in full force and effect as to the Original Premises. In the event Tenant has commenced construction on the Additional Premises, County shall identify in such notice of termination which, if any, of Tenant's improvements made in conjunction with the construction of the Expansion Project Tenant shall be required to remove. Tenant shall remove any improvements as required pursuant to the notice within sixty (60) days after Tenant's receipt of such notice, at Tenant's sole cost and expense. Tenant's obligation to remove all improvements as required pursuant to such notice, shall survive the termination of the provisions of the Second Amendment relating to the Additional Premises and Expansion Project.

3. Except as set forth herein, the Lease, as amended by the First Amendment, Second Amendment and Third Amendment, remains unmodified and in full force and effect.

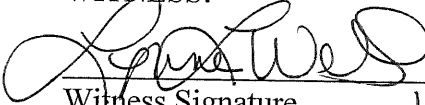
4. This Fourth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

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IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on the date set forth above.

Signed and delivered
in the presence of:

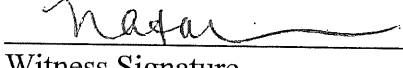
WITNESS:



Witness Signature

Lynne L Wells

Print Witness Name



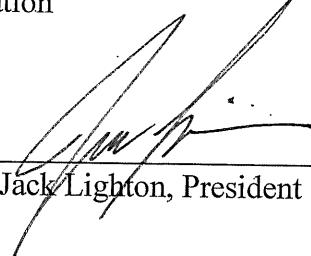
Witness Signature

Natalie Dionne

Print Witness Name

TENANT:

LOGGERHEAD MARINELIFE
CENTER, INC., a Florida not-for-profit
corporation

By: 

Jack Lighton, President

(SEAL)
(corporation not for profit)

ATTEST:

SHARON R. BOCK
CLERK & COMPROLLER

By: _____
Deputy Clerk

COUNTY

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

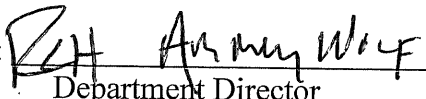
By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Chief Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 

Department Director

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Attachment 4
Disclosure of Beneficial Interests
(3 pages)

TENANT'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

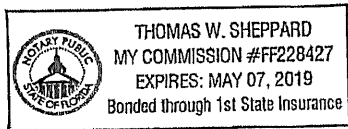
BEFORE ME, the undersigned authority, this day personally appeared Raymond E. Graziotto, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Chairman, of Loggerhead Marinelife Center, Inc., (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 14200 US Highway One, Juno Beach, FL 33408
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 Tenant 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 lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Raymond E. Graziotto, Chairman

The foregoing instrument was sworn to, subscribed and acknowledged before me this 16th day of DECEMBER, 2017, by Raymond E. Graziotto, Chairman, who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Notary Public
THOMAS W. SHEPPARD
(Print Notary Name)

EXHIBIT "A"

PROPERTY

A PORTION OF THE NORTH 050 FEET OF GOVERNMENT LOT 5, SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, LYING EAST OF STATE ROAD 5411 S. NO. 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 07°50'11" EAST ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2,163.63 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 5 AS RECORDED IN ROAD PLAT BOOK 2- PAGE 43-56, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 15°18'14" WEST ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 517.18 FEET TO THE NORTHERLY SOUTHWEST CORNER OF LODGERHEAD PARK AS RECORDED IN OFFICIAL RECORD BOOK 3610, PAGE 178; OF PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE NORTH 15°18'34" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID PARK, A DISTANCE OF 373.36 FEET; THENCE NORTH TO 01°12" OF 158.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 75°01'12" EAST, A DISTANCE OF 187.70 FEET; THENCE SOUTH 13°59'43" EAST, A DISTANCE OF 20.12 FEET; THENCE NORTH 75°01'12" EAST, A DISTANCE OF 126.00 FEET; THENCE NORTH 13°38'46" WEST, A DISTANCE OF 189.12 FEET; THENCE SOUTH 16°01'12" WEST, A DISTANCE OF 337.97 FEET; THENCE SOUTH 22°36'14" EAST, A DISTANCE OF 162.83 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 35,602 SQUARE FEET OR 1.2872 ACRES MORE OR LESS.

together with

A PORTION OF THE NORTH 050 FEET OF GOVERNMENT LOT 5, SECTION 21, TOWNSHIP 41 SOUTH, RANGE 43 EAST, TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, LYING EAST OF STATE ROAD 5411 S. NO. 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 07°50'11" EAST ALONG THE SOUTH LINE OF SAID SECTION 21 (BASIS OF BEARING) A DISTANCE OF 2,163.63 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 5 AS RECORDED IN ROAD PLAT BOOK 2, PAGES 43-56, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 15°18'14" WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 517.18 FEET TO THE NORTHERLY SOUTHWEST CORNER OF LODGERHEAD PARK AS RECORDED IN OFFICIAL RECORD BOOK 3610, PAGE 178 OF PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE CONTINUE NORTH 15°18'34" WEST ALONG SAID EAST RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID PARK, A DISTANCE OF 373.36 FEET; THENCE NORTH 07°12" OF 110.14 FEET; THENCE NORTH 75°01'12" EAST, A DISTANCE OF 187.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°59'43" EAST, A DISTANCE OF 20.12 FEET TO A CURVE HAVING A RADIAL BEARING OF N50°37'05"E, A RADIUS OF 17.64 FEET, AND A CENTRAL ANGLE OF 22°49'24"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 9.18 FEET TO THE END OF SAID CURVE TO A CURVE HAVING A RADIAL BEARING OF N62°28'39"E, A RADIUS OF 140.32 FEET, AND A CENTRAL ANGLE OF 18°53'51"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 41.18 FEET TO THE END OF SAID CURVE; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.43 FEET TO A CURVE HAVING A RADIAL BEARING OF S74°39'38"E, A RADIUS OF 246.10 FEET, AND A CENTRAL ANGLE OF 3°03'57"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 42.82 FEET TO A CURVE HAVING A RADIAL BEARING OF S65°46'48"E, A RADIUS OF 111.03 FEET, AND A CENTRAL ANGLE OF 70°34'10"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 138.35 FEET TO THE END OF SAID CURVE; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 27.75 FEET TO THE END OF SAID CURVE HAVING A RADIAL BEARING OF S65°46'48"E, A RADIUS OF 230.14 FEET, AND A CENTRAL ANGLE OF 1°58'27"; THENCE PROCEED ALONG THE ARC OF SAID CURVE, A DISTANCE OF 07.49 FEET TO THE END OF SAID CURVE; THENCE SOUTH 22°36'14" EAST, A DISTANCE OF 162.83 FEET; THENCE SOUTH 16°01'12" WEST, A DISTANCE OF 337.97 FEET; THENCE SOUTH 13°38'46" WEST, A DISTANCE OF 189.12 FEET; THENCE NORTH 75°01'12" EAST, A DISTANCE OF 126.00 FEET; THENCE NORTH 13°59'43" EAST, A DISTANCE OF 20.12 FEET; THENCE NORTH 15°18'14" WEST, A DISTANCE OF 517.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

CONTAINING 46,264 SQUARE FEET OR 1.068 ACRES, MORE OR LESS

Handwritten initials or signature.

