DEDICATION AGREEMENT

This Dedication Agreement (the "Dedication Agreement" or "Agreement") is entered into effective as of October _____, 2019 ("Effective Date"), by and between 19265 N. Porter LLC, an Arizona limited liability company ("Owner"), and the City of Maricopa, an Arizona municipal corporation ("City"), on the following terms and conditions:

RECITALS

- A. Whereas, Owner is the owner of that certain real property consisting of approximately 12 acres of land generally located in Pinal County, Arizona and depicted as APN 510-71-018J, 510-71-018K and 510-71-018M on Exhibit "A" attached hereto (the "Owner's Land").
- B. Whereas, Owner is willing to convey to City, and City wishes to accept from Owner a portion of Owner's Land for right of way purposes, generally depicted on Exhibit "A" attached hereto (the "Property") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Dedication / Whisker Road Improvements.
- a. Upon execution of this Dedication Agreement, Owner agrees to dedicate and convey to City, and City agrees to accept from Owner the Property, subject to any and all easements and other matters of record, but free and clear of all liens and other encumbrances and at no cost to the City, together with all rights and easements appurtenant thereto and all improvements located thereon, on the terms and conditions set forth herein. The locations and exact legal descriptions of the Property are set forth in Exhibit "A". Notwithstanding this dedication, Owner shall be allowed to continue to use the Property as it is currently used until such time as the City, in its sole and absolute discretion, constructs right of way improvements, including street paving, curb, gutter, sidewalks, and other related improvements (collectively, the "Improvements"), on the Property. The City agrees to provide Owner with written notice at least one (1) year prior to the City's commencement of such construction.
- b. In exchange for the dedication of the Property as set forth above in Section 1(a), the City hereby agrees to waive stipulation #7 placed on the Owner's site plan (SPR13-02 Sequoia Pathway Academy Charter School (building expansion), dated May 9, 2013, regarding Owner's obligation to construct certain Whisker Road improvements. City shall, at such time as may be determined by the City in its sole and absolute discretion, construct the Whisker Road improvements that were the responsibility of the Owner pursuant to the above-referenced stipulations included with the approval of the Owner's above-referenced site plan.
- 2. Status of Property. City hereby acknowledges and agrees that City shall be solely responsible for obtaining a title report and otherwise examining the Property to its satisfaction. Owner shall permit reasonable access to the Property to City and any persons designated by City,

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and Owner shall afford them the opportunity to conduct, prepare and perform any tests, studies, and surveys upon the Property that City deems necessary to assist it in determining whether the Property is appropriate for the purposes contemplated by City. Upon completion of all such tests, studies and surveys, City shall restore the Property to the condition existing prior to any tests or inspections

- 3. Costs. Owner shall be solely responsible for paying any and all fees with respect to the releases of any monetary encumbrances on the Property. City shall be solely responsible for paying the recording fees related to any necessary deeds or maps to transfer the Property pursuant to this Dedication Agreement. Except as provided herein, any other fees or charges shall be paid as is customary in Pinal County, Arizona.
- 4. Conveyance. The Property shall be conveyed to City by Map of Dedication (the "Dedication") in the form attached hereto as Exhibit "A". Upon the commencement of construction of the Improvements, the City will assume the cost to maintain the Property at its sole cost and expense. Owner shall be responsible for the cost to maintain the Property for Owner's continued use until the commencement of construction of the Improvements by the City.
- 5. No Brokers. Owner and City each represents and warrants to the other that no broker or finder commission shall be due in connection with the transaction contemplated by this Agreement. If any claims for brokers or finders fees for the consummation of this Agreement arise, then each party hereby agrees to indemnify, hold harmless and defend the other party for, from and against such claims if they shall be based upon any statement or representation or agreement by the indemnifying party. The respective obligations of Owner and City hereunder shall survive the recording of the Dedication.
- 6. Indemnification. Owner hereby assumes all liability for the Property and, on behalf of itself and its successors and assigns and agrees to indemnify, defend and hold harmless the City, its Council, Council Members, officials, agents, attorneys, and successors, for, from and against any and all claims, demands, liabilities, losses, damages, liens, costs and expenses (including reasonable attorneys' fees and costs) which may be claimed or asserted against the City, its Council, Council Members, officials, agents, attorneys, and successors on account of or arising out of the Owner's ownership of the Property prior to conveyance of the Property by Owner to City, unless any such claim is wholly caused by City's gross negligence or willful conduct. City hereby assumes all liability for the Property and, on behalf of itself and its successors and assigns and agrees to indemnify, defend and hold harmless the Owner, its members, managers, and successors, for, from and against any and all claims, demands, liabilities, losses, damages, liens, costs and expenses (including reasonable attorneys' fees and costs) which may be claimed or asserted against the Owner, its members, managers, and successors on account of or arising out of the City's ownership of the Property after the conveyance of the Property by Owner to City, unless any such claim is wholly caused by Owner's gross negligence or willful conduct.
- 7. Owner's Representations, Warranties and Additional Covenants. Owner hereby represents, warrants and covenants (with the understanding that City is relying on said representations, warranties and covenants) that:

- (a) Owner has full power and authority to enter into and perform this Agreement in accordance with its terms. The individual executing this Agreement on behalf of Owner is authorized to do so and, upon his executing this Agreement, this Agreement shall be binding and enforceable upon Owner in accordance with its terms.
- Owner shall not sell, convey, assign, lease or otherwise transfer all or any part of the Property, or cause or permit any new liability, encumbrance or obligation to be placed or imposed upon all or any part of the Property from the date hereof, except for matters approved by City.

The foregoing representations, warranties and covenants shall be true as of the date hereof and shall survive delivery of the Dedication.

- City's Representations, Warranties and Additional Covenants. City hereby represents, warrants and covenants (with the understanding that Owner is relying on said representations, warranties and covenants) that:
- City has full power and authority to enter into and perform this Agreement in accordance with its terms. The individual executing this Agreement on behalf of City is authorized to do so and, upon his executing this Agreement, this Agreement shall be binding and enforceable upon City in accordance with its terms.
- City agrees that the Property shall be dedicated in an "AS-IS" condition "WITH ALL FAULTS," with no representation or warranty being made by Owner of any type or nature, except as expressly stated in writing herein. City acknowledges and agrees that it is accepting the Property solely upon the basis of its own investigation of the Property and not on the basis of any representation, express or implied, written or oral, made by Owner or its agents or employees, except as set forth in writing herein. All implied warranties, including, without limitation, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE are hereby expressly disclaimed.

The foregoing representations, warranties and covenants shall be true as of the date hereof shall survive the delivery of the Dedication.

9. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or facsimile transmission (facsimile transmission must include verification of transmission) or two (2) business days after being deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or one (1) business day after being deposited with any commercial air courier or express service, addressed as follows:

To City: City of Maricopa

39700 West Civic Center Plaza Maricopa, Arizona 85138 Attn: City Manager

Telephone: 520-316-6811

With a copy to: Fitzgibbons Law Offices, P.L.C.

1115 East Cottonwood Lane, Suite 150

Casa Grande, Arizona 8130 Attn: Denis M. Fitzgibbons, Esq.

Telephone: 520-426-3824

To Owner:

Sequoia Pathway Academy

c/o Edkey, Inc. 1460 S. Horne Mesa, AZ 85204 Attn: Patric R. Greer Telephone: 480-461-3200

With a copy to:

Buchalter

16435 N. Scottsdale Road, Suite 440

Scottsdale, AZ 85254 Attn: William J. Gelm, Esq. Telephone: 480-383-1800

City or Owner may change its address for notice by giving notice of change of address in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers or e-mail addresses provided in this Agreement are for aiding informal communications only and notices shall not be effective if provided orally or if sent only by e-mail.

- 10. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.
- 11. Waiver. The waiver by either party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
- 12. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, arrangements and understandings between the parties, and no other agreement, statement or promise made by either party hereto that is not contained herein shall be binding or valid.
- 13. Amendments. This Agreement may be amended only by written document signed by each of the parties hereto.
- 14. Further Performance. Each party shall, whenever and as often as it shall be requested by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be necessary in order to complete the sale, conveyance and transfer

herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

- 15. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A party's signature on this Agreement or any amendment hereto may be provided by facsimile and shall be effective upon transmission to the other party hereto.
- 16. Assignment. City may not assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion. Any attempted assignment in violation of this Section shall be null and void and no effect whatsoever.
- 17. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, personal and legal representatives, successors and permitted assigns.
- 18. Governing Law. This Agreement shall be construed and interpreted under, and governed and enforced according to the laws of the State of Arizona. The parties hereto hereby submit to the jurisdiction of the courts of Pinal County, State of Arizona in the event of any action or dispute arising from this Agreement.
- 19. Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular section to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neuter pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either party hereto.
- 20. Subsequent Acts. The terms and provisions of this Agreement shall not merge with, be extinguished by or otherwise be affected by any subsequent conveyance or instrument by or between the parties hereto unless such instrument shall specifically so state and be signed by the parties hereto.
- 21. Damage or Condemnation Prior to Closing. Owner shall promptly notify City of any casualty to the Property or any condemnation proceeding commenced prior to the recording of the Dedication. If any such damage or proceeding relates to or will likely result in the loss of any material portion of the Property, City may, at its option, elect either to (i) terminate this Agreement, in which event neither party shall have any further rights or obligations hereunder, except as otherwise provided herein, or (ii) continue this Agreement in effect, in which event, City shall be entitled to any compensation, awards or other payments or relief resulting from such casualty or condemnation proceeding and directly relating to the Property.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

	OWNER:
	19265 N. Porter LLC, an Arizona limited liability company By: Edkey, Inc., an Arizona nonprofit corporation, its sole member
	By: Mark Plitzuweit Its: CEO
	City: CITY OF MARICOPA, an Arizona municipal
	By: Christian Price, Mayor
ATTEST:	APPROVED AS TO FORM:
Vanessa Bueras, CMC City Clerk	Denis Fitzgibbons City Attorney

EXHIBIT "A"

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MAP OF DEDICATION FOR SEVEN RANCH ROAD

BEING A PORTION OF LOT 1 OF SEQUOIA PATHWAY, RECORDED IN FEE NO. 2011-013999, PINAL COUNTY RECORDS, LYING WITHIN SECTION 25, TOWNSHIP 4 SOUTH RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA

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1 /	I		 IN

STATE OF ARIZONA)	
)ss.	
COUNTY OF PINAL)	

KNOW ALL MEN BY THESE PRESENTS;

THAT 19265 N. PORTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS MAP OF DEDICATION FOR SEVEN RANCH ROAD, BEING A PORTION OF LOT 1 OF SEQUOIA PATHWAY, RECORDED IN FEE NO. 2011-013999 PINAL COUNTY RECORDS, LYING WITHIN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY DECLARES THAT THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET, AND THAT THE STREET, SHALL BE KNOWN BY THE NAME GIVEN. 19265 N. PORTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE CITY OF MARICOPA FOR USE AS SUCH THE PUBLIC STREET SHOWN HEREON.

THE VEHICULAR NON-ACCESS EASEMENT SHOWN HEREON IS HEREBY TERMINATED IN ITS ENTIRETY AS SHOWN.

IN WITNESS WHEREOF:

19265 N. PORTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER.

THIS DAY OF	_, 2020.
19265 N. PORTER, LLC, AN ARIZONA I	LIMITED LIABILITY COMPAI
BY	_

ACKNOWLEDGEMENT

STATE OF ARIZONA)) ss.	
COUNTY OF PINAL)	
ON THIS DAY OF, 2020, BEFORE ME, THE	
UNDERSIGNED, PERSONALLY APPEARED, \	WHO
ACKNOWLEDGED HIMSELF/HERSELF TO BE	OF 19265 N. PORTER, LLC,
AN ARIZONA LIMITED LIABILITY COMPANY, AND BEING AUTHORIZED TO DO	
ENTITY, EXECUTED THIS MAP OF DEDICATION FOR THE PURPOSES THEREI	N CONTAINED.
NOTARY PUBLIC	
MY COMMISSION EXPIRES	

DESCRIPTION

A PORTION OF LOT 1 OF SEQUOIA PATHWAY AS SHOWN ON FINAL PLAT RECORDED IN FEE NO. 2011-013999, PINAL COUNTY RECORDS, LYING WITHIN SECTION 25, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, A 3-INCH CITY OF MARICOPA BRASS CAP FLUSH, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, A 3-INCH CITY OF MARICOPA BRASS CAP FLUSH, BEARS NORTH 89°44'05" EAST, A DISTANCE OF 2630.70 FEET;

- THENCE ALONG THE WEST LINE OF SAID SECTION, SOUTH 00°12'30" EAST, A DISTANCE OF 1341.29 FEET, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE LEAVING SAID WEST LINE, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION, NORTH 89°42'19" EAST, A DISTANCE OF 70.00 FEET, TO THE EAST RIGHT-OF-WAY LINE OF PORTER ROAD AND THE POINT OF BEGINNING:
- THENCE LEAVING SAID SOUTH LINE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°12'30" WEST, A DISTANCE OF 40.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 89°42'19" EAST, A DISTANCE OF 586.84 FEET;
- THENCE CONTINUING, NORTH 89°42'19" EAST, A DISTANCE OF 625.07 FEET, TO THE WEST RIGHT-OF-WAY LINE OF WHISKER
- THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00°08'38" EAST, A DISTANCE OF 40.00 FEET, TO SAID SOUTH LINE; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, ALONG SAID SOUTH LINE, SOUTH 89°42'19" WEST, A DISTANCE OF 1211.87 FEET, TO THE POINT OF BEGINNING:

OWNER

19265 N. PORTER, LLC 1460 SOUTH HORNE MESA, ARIZONA 85204 PHONE: (480) 461-3222 CONTACT:

SURVEYOR

1630 SOUTH STAPLEY DRIVE - SUITE 219 MESA, ARIZONA 85204 PHONE: (480) 834-3300 CONTACT: GABRIEL S. RIOS, RLS

RIGHT-OF-WAY AREA

RIGHT-OF-WAY AREA IS 48,476 SQ. FT. OR 1.1128 ACRES MORE OR LESS.

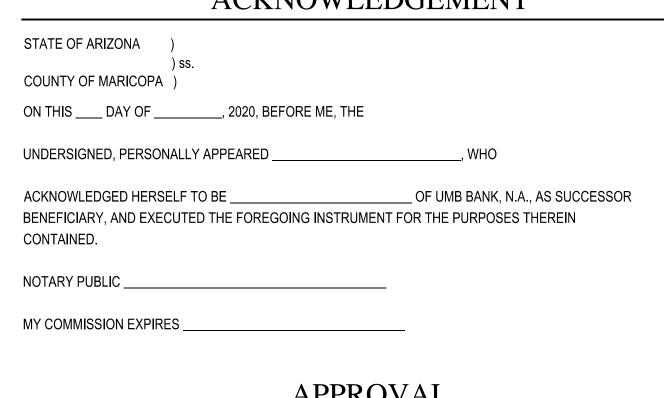
LIEN HOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS

THAT THE UNDERSIGNED AS SUCCESSOR BENEFICIARY OF THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING, EXECUTED BY 19265 N. PORTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTOR, DATED AS OF JANUARY 1, 2013, AND RECORDED JANUARY 24, 2013, AS INSTRUMENT NO. 2013-006449, IN THE OFFICIAL RECORDS OF PINAL COUNTY RECORDER, PINAL COUNTY, ARIZONA, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING, EXECUTED BY 19265 N. PORTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTOR DATED AS OF DECEMBER 1, 2019, AND RECORDED DECEMBER 24, 2019, AS INSTRUMENT NO. 2019-110106, IN THE OFFICIAL RECORDS OF PINAL COUNTY RECORDER, PINAL COUNTY, ARIZONA, AND UNDER THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING, EXECUTED BY 19265 N PORTER, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTOR, DATED AS OF FEBRUARY 25, 2013, AND RECORDED FEBRUARY 26, 2013, AS INSTRUMENT NO. 2013-016178, IN THE OFFICIAL RECORDS OF PINAL COUNTY RECORDER, PINAL COUNTY, ARIZONA, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DEED OF TRUST SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING, EXECUTED BY 19265 N. PORTER. LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS TRUSTOR, DATED AS OF DECEMBER 1, 2019, AND RECORDED DECEMBER 24, 2019, AS INSTRUMENT NO. 2019-110107, IN THE OFFICIAL RECORDS OF PINAL COUNTY RECORDER, PINAL COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS MAP OF DEDICATION FOR SEVEN RANCH

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SIGNED H	ER NAME THIS DAY OF	, 2020
BY:		
NAME:	DATE	
FOR UMB BANK, N.A., AS SUCCESSOR BENEFICIARY	•	

ACKNOWLEDGEMENT



APPROVAL

DEVELOPMENT SERVICES DIRECTOR CITY OF MARICOPA, ARIZONA	DATE
CITY ENGINEER CITY OF MARICOPA, ARIZONA	DATE

APPROVED:

BASIS OF BEARING

THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, ALSO BEING THE MONUMENT LINE OF HONEYCUTT ROAD, USING A BEARING OF NORTH 89°44'05' EAST, AS SHOWN ON FINAL PLAT FOR SEQUOIA PATHWAY, RECORDED IN FEE NO. 2011-013999, PINAL COUNTY RECORDS.

COUNTY OF PINAL

Witness my hand and official seal.

Request of:

HONEYCUTT ROAD

SECTION 25,

T.4S., R.3E.

BOWLIN ROAD

SANTI ROAD

SEVEN RANCH ROAD

hereby certify that the within instrument is filed in the official records of this County in Cabinet

Pinal County Recorder

Deputy

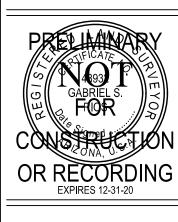
NOTES

- 1. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
- 2. NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- 3. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
- 4. THE STREET SHOWN ON THIS MAP OF DEDICATION IS DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC
- 5. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE PROPERTY ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP CONSISTING OF TWO (2) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF MAY OF 2019; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

GABRIEL S. RIOS ARIZONA REGISTERED LAND SURVEYOR, #48932 WOOD, PATEL & ASSOCIATES, INC. 1630 SOUTH STAPLEY DRIVE - SUITE 219 MESA, ARIZONA 85204 (480) 834-3300 SURVEYOR@WOODPATEL.COM



CHECKED BY G.S.R. / B.J.D. **CAD TECHNICIAN** N.T.S. 01-13-2020

> 195003.80 OF

JOB NUMBER

