AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made this 25 day of 2011 (the "Effective Date") between the CITY OF AUSTIN, a Texas home-rule municipal corporation (the "City"), and PLANNED PARENTHOOD OF THE TEXAS CAPITAL REGION, a Texas non-profit corporation ("Planned Parenthood").

RECITALS

WHEREAS, the City and Planned Parenthood are parties to that certain Lease Agreement dated October 5, 1972 (as amended, the "Lease") under which the City leases to Planned Parenthood the real property and improvements located at 1823 East 7th Street, Austin, Texas (the "Property"); and

WHEREAS, the City and Planned Parenthood desire to extend the term of the Lease and make certain other modifications to the Lease as provided in this Amendment;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements of the City and Planned Parenthood set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Planned Parenthood agree as follows:

AGREEMENT

- 1. Term. The term of the Lease is hereby extended for an additional ten (10) year period, commencing on the Effective Date and terminating on the date that is ten (10) years after the Effective Date unless terminated earlier pursuant to the terms of the Lease (the "Initial Term"). Planned Parenthood shall have the right to renew the Lease for one (1) additional ten (10) year period (the "Renewal Term," and together with the Initial Term, the "Term") by notifying the City in writing of Planned Parenthood's election to exercise its renewal right no earlier than one hundred twenty (120) days and no later than ninety (90) days before the expiration of the Initial Term (the "Election Period"). If Planned Parenthood timely elects to renew the Lease, then during the thirty (30) day period preceding the expiration of the Initial Term, the City and Planned Parenthood will negotiate in good faith to agree upon any modifications to the terms and conditions of the Lease that will apply during the Renewal Term. If the City and Planned Parenthood are unable to agree on such terms and conditions during the thirty (30) day period described above, this Lease will terminate automatically upon the expiration of the Initial Term. Planned Parenthood will not have the right to renew the Lease if Planned Parenthood is in default of the Lease during the Election Period.
- 2. <u>Insurance</u>. During the Term, Planned Parenthood will obtain and maintain the insurance described on <u>Exhibit A</u> attached to this Amendment and incorporated herein by reference.

3. Notice. Any notice required or permitted under the Lease must be in writing and will be deemed to be delivered three (3) business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address listed below for the recipient. The parties may change their respective address for notices by delivering notice of the change in the manner provided in this Paragraph 3. Notice addresses for the parties as of the Effective Date are as follows:

If to the City:

City of Austin, Office of Real Estate Services

P.O. Box 1088 Austin, Texas 78767

Attn: Real Estate Officer

with a copy to:

City of Austin Law Department

P.O. Box 1088

Austin, Texas 78767

Attn: Judd L. Leach, Assistant City Attorney

If to Planned Parenthood:

Planned Parenthood of the Texas

Capital Region

201 East Ben White Blvd

Building B

Austin, Texas 78704 Attn: Ken Lambrecht

with a copy to:

Planned Parenthood of the Texas

Capital Region

201 East Ben White Blvd

Building B

Austin, Texas 78704 Attn: Accounting Dept

- 4. Responsibility for Maintenance, Utility and Tax Obligations. Planned Parenthood acknowledges that it is responsible, at its sole cost and expense, for all maintenance, repair, tax and utility obligations and requirements relating to the Property during the Term. Planned Parenthood further acknowledges that the City does not and is not obligated to provide security services for the Property.
- 5. <u>Improvements</u>. Planned Parenthood may not construct or modify any improvements on the Property without the City's prior written approval, which approval will not be unreasonably withheld.

- 6. <u>Sidewalks</u>. Within 120 days after the Effective Date, Planned Parenthood will construct the sidewalk improvements described on <u>Exhibit B</u> attached to this Amendment and incorporated herein by reference, all at Planned Parenthood's sole cost and expense.
- 7. Rights Upon Termination; Survival of Indemnification Obligations. Upon the expiration of the Term or the earlier termination of the Lease, neither Planned Parenthood nor the City shall have any further rights or obligations under the Lease except for those rights and obligations that expressly survive the expiration or earlier termination of the Lease. All indemnification obligations of Planned Parenthood will survive the expiration of the Term or earlier termination of the Lease.
- 8. <u>Ratification of Lease; Conflict</u>. The Lease, as modified by this Amendment, is hereby ratified and confirmed and is in full force and effect. If a conflict arises between the terms of this Amendment and the terms of the Lease, the terms of this Amendment will control.
- 9. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together will constitute one and the same document. The delivery of counterpart signatures to this Amendment by facsimile transmission or electronic mail will have the same force and effect as the delivery of a signed original hard copy.

[The signature page follows.]

IN WITNESS WHEREOF, the City and Planned Parenthood have executed this Amendment to be effective as of the Effective Date.

THE CITY:

	CITY OF AUSTIN, a Texas hom rule municipal corporation
	By: Lauraine Pyr Lauraine Rizer, Officer
	Date: 1-25-11
	PLANNED PARENTHOOD:
	PLANNED PARENTHOOD OF THE TEXAS CAPITAL REGIO Texas non-profit corporation
	Name: Kerneth 5. Can Title: Resident of CEO
	Date: Nov. 29, 2010
APPROVED AS TO FORM:	•
Meach-	
Judd L/Leach, Assistant City Attorney	
Date: 11-09-7010	
Date Approved By Council 9/30/2010	
Item Number 4	

EXHIBIT A

INSURANCE REQUIREMENTS

(see attached)

EXHIBIT A

Insurance Requirements

Section 1 From the Effective Date until the expiration of the Term or earlier termination of the Lease, Planned Parenthood shall carry insurance in the following types and amounts:

- 1.1 Commercial General Liability Coverage with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the City:
 - 1.1.1 Blanket Contractual liability coverage for liability assumed under the Lease;
 - 1.1.2 Products and completed operations coverage;
 - 1.1.3 Independent contractors coverage;
 - 1.1.4 Personal and Advertising injury coverage;
 - 1.1.5 Additional Insured endorsement (Form CG 2010);
 - 1.1.6 Waiver of Subrogation endorsement (Form CG 2404); and
 - 1.1.7 30-Day Notice of Cancellation endorsement (Form CG 0205).
- 1.2 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability. The policy shall contain the following endorsements in favor of the City:
 - 1.2.1 Additional Insured endorsement (Form TE 9901B);
 - 1.2.2 Waiver of Subrogation endorsement (Form TE 2046A); and
 - 1.2.3 30-Day Notice of Cancellation endorsement (Form TE 0202A).
- 1.3 Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Lease and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Lease and for not less than twenty-four (24) months following the end of the Lease. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Lease. Planned Parenthood shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

Section 2 From the Effective Date until the expiration of the Term or earlier termination of the Lease, Planned Parenthood shall cause any contractor or subcontractor constructing improvements to the Property to carry insurance in the following types and amounts:

- 2.1 Employers Liability and Workers' Compensation Insurance. Minimum policy limits for Employers' Liability shall be \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. Workers' Compensation coverage shall be consistent with statutory benefits described in the Texas Workers' Compensation Act, Section 401. Coverage shall apply to the State of Texas. The policy shall contain the following endorsements in favor of the City:
 - 2.1.1 Waiver of Subrogation (Form WC 420304); and
 - 2.1.2 30-Day Notice of Cancellation (Form WC 420601).
- 2.2 Commercial General Liability Coverage with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverages A & B. The policy shall contain the following provisions and endorsements in favor of the City:
 - 2.2.1 Blanket Contractual liability coverage for liability assumed under the contract with the contractor or subcontractor in question;
 - 2.2.2 Products and completed operations coverage;
 - 2.2.3 Independent contractors coverage;
 - 2.2.4 Personal and Advertising injury coverage;
 - 2.2.5 Additional Insured endorsement (Form CG 2010);
 - 2.2.6 Waiver of Subrogation endorsement (Form CG 2404); and
 - 2.2.7 30-Day Notice of Cancellation endorsement (Form CG 0205).
- 2.3 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability. The policy shall contain the following endorsements in favor of the City:
 - 2.3.1 Additional Insured endorsement (Form TE 9901B);
 - 2.3.2 Waiver of Subrogation endorsement (Form TE 2046A); and
 - 2.3.3 30-Day Notice of Cancellation endorsement (Form TE 0202A).
- 2.4 Builders' Risk Insurance on an all risk physical loss form in the amount of the maximum contractor amount for any improvements made to the Property.

 Coverage shall commence upon the date any work with respect to such improvements begins and shall continue until the work is complete and a final certificate of occupancy is issued with respect to the improvements. The City shall be a mortgagee/loss payee on the policy. If off-site storage is permitted with respect to the work, coverage shall include transit and storage in an amount sufficient to protect any property being transported or stored.

Section 3 Planned Parenthood shall provide the City at least thirty (30) calendar days written notice of erosion of the aggregate limit below the minimum required combined single limit of coverage.

Section 4 Planned Parenthood shall not acquire any property or commence work under the Lease until it has obtained all required insurance and until the Risk Management Division of the City has reviewed and approved such insurance coverage.

Section 5 All insurance required to be obtained under this <u>Exhibit A</u> must be written by a company licensed to do business in the State of Texas at the time the policy is issued, and the company must be rated by A.M. Best at B+ VII or better and reasonably acceptable to the City. Employers Liability and Workers' Compensation Insurance policies written by the Texas Workers' Compensation Fund are acceptable.

Section 6 All endorsements, waivers, notices of cancellation, notices of non-renewal or any other endorsements as well as the Certificate of Insurance shall:

6.1 Name the City at the following notice address:

City of Austin, Texas Attn: Lauraine Rizer, Office of Real Estate Services P.O. Box 1088 Austin, Texas 78767-1088

6.2 Obligate the insurance company to notify in writing the City at its notice address of any non-renewal, cancellation or material change to the policy, at least thirty (30) calendar days before the change or cancellation.

Section 7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on the policy. It is intended that the policies required in the Lease shall be considered primary coverage.

Section 8 Planned Parenthood shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Lease or the twenty-four month period following completion, in the case of a claims-made policy.

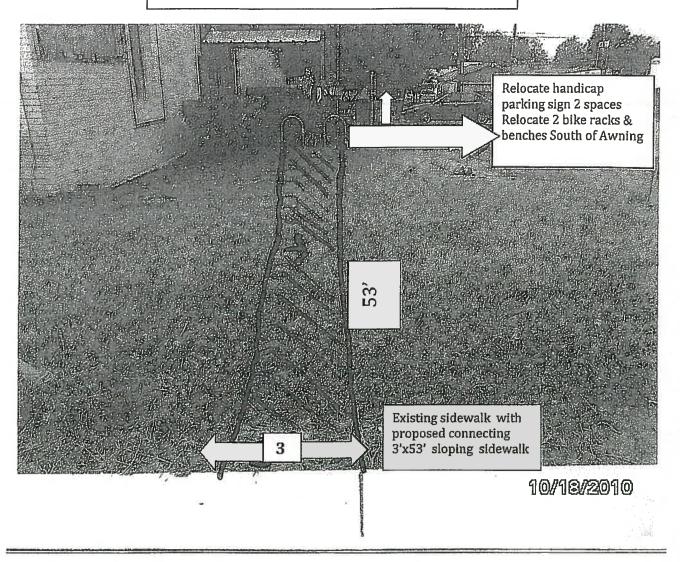
Section 9 The City reserves the right to review the insurance requirements described in this Exhibit A during the Term and to make reasonable adjustments to insurance coverages, and their limits, when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history or financial condition of the insurance company or Planned Parenthood.

Section 10 The City shall be entitled, upon request, and without expense to the City, to receive copies of the requisite insurance policies and all endorsements thereto and to make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter on any of such policies).

EXHIBIT B SIDEWALK IMPROVEMENTS

(see attached)

Exhibit B Sidewalk Improvements



LEASE AMENDMENT

THE STATE OF TEXAS COUNTY OF TRAVIS

This Lease Amendment dated the 94 day of December, A.D., 1981, amends and becomes a part of that certain lease originally made by and between the City of Austin, Lessor, and the Planned Parenthood Center of Austin, Lessee executed the 5th day of October, A.D., 1972, located on 0.35 of one acre of land, located at 1823 East 7th Street, Austin, Travis County, Texas.

Witnesseth that said lease is hereby extended and renewed for ten (10) years commencing July 1, 1982 to June 30, 1992. All other conditions and covenants of said original lease shall remain the same.

LESSOR: City of Austin

LESSEE: Planned Parenthood Center

of Austin

Nicholas M. Meiszer

City Manager

Deena Mersky, President

Board of Directors

Deputy ATTEST: 1

Grace Monroe, City Clerk

APPROVED:

Roy Rutland

Asst. City Attorney

LEASE AGREEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

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This lease and agreement by and between the City of Austin, Texas, hereinafter called "Lessor" and the Planned Parenthood Center of Austin, hereinafter called "Lessee,"

WITNESSETH:

Lessor, for and in consideration of the rental terms and conditions set forth below has and by these presents does demise, lease, and let unto the Lessee all that certain real estate, property, premises and improvements situated in the County of Travis, State of Texas, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD, said premises during the full term of this lease, subject however, to the following conditions, to-wit:

I.

The term of this lease shall be for ten (10) years from July 1, 1972, to June 30, 1982, subject to earlier termination as hereinafter set forth. Such lease period shall not be extended unless the City Council approves of such an extension prior to the expiration of the original term of the lease. Any such extension shall be only for such period as may be expressly granted by the City Council.

As rental for said premises, Lessee agrees and obligates himself to pay to Lessor the sum of One Dollar (\$1.00) per annum in advance, the receipt of which is hereby acknowledged for the year commencing July 1, 1972.

III.

Lessee may use the leased premises solely for the purposes of operating a planned parenthood center, not for profit. Any use of such premises for any other purpose whatsoever or any failure to comply with any provision of this lease, either during its original term or any extension thereof, shall authorize termination, at Lessor's option, as hereinafter provided. Lessee may assign or sublet this lease in whole or in part, only for such purpose, but any such assignment shall not relieve or release Lessee of any obligations hereunder, unless such release is agreed to in writing by Lessor.

IV.

Except as expressly provided herein, Lessee shall and will make all necessary and needed repairs to said building and premises during the term of this lease at its own expense and free of all outlays to the Lessor. In case the within demised premises or any part thereof shall during the term of the lease be totally destroyed or damaged or be partly destroyed or damaged by fire, flood, storm, or inevitable accident, or any other element, so that the same shall be thereby rendered unfit for use and habitation by Lessee, then Lessor shall have the right either to rebuild or repair the leased premises at the cost of Lessor or to terminate this lease. Lessor will, however, remove transformers presently located on the premises.

Lessee is to pay for all utility services on the leased premises including electricity, water, sewer and gas.

VI.

This lease and agreement shall inure to the benefit of and be binding upon the assigns, successors, heirs and legal representatives of the parties respectively. However, the Lessee may assign or sublet this lease as provided in Paragraph III.

VII.

Any written notice, demand, request, bill or payment required or authorized by this agreement shall be deemed properly delivered or made to Lessor if mailed to the City Manager, City Hall, Austin, Texas, and shall be deemed properly delivered or made to Lessee if mailed to Lessee at the leased premises or at any Austin office of the Office of Economic Opportunity, or of the Department of Health, Education and Welfare.

VIII.

Lessee will, at Lessee's own cost and expense, maintain and keep said premises in good condition and good state of repair, replacing and repairing all broken or damaged glass, fittings and fixtures of said premises and not to permit or allow the walls, ceilings or floor of said premises to be marred; not to permit or allow any waste or damage to be committed on any portion of said premises; and to fully indemnify Lessor for any and all damage done to said demised premises by Lessee, his successors or assigns; and upon termination of this lease, by lapse of time or otherwise, to surrender and yield to Lessor immediate peaceful possession thereof, together with all

additions and improvements thereto, to surrender and turn over to Lessor all keys to said premises, and deliver possession of said premises in as good condition as received, ordinary wear and tear excepted.

IX.

Lessee will not occupy or use, nor permit any portion of the premises demised hereunder to be occupied or used in any manner which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous on account of fire. Lessee will maintain said premises in a clean and healthful condition; and comply with all laws, ordinances, orders, rules, and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use, conditions, or occupancy of premises.

Χ.

Lessee will indemnify and save harmless Lessor of and from all suits, claims, demands, and actions of any kind by reason of any breach, violation, or non-performance of any condition hereof on part of Lessee; and Lessee is familiar with said premises, acknowledges that same are received by him in a good state of repair, accepted in condition in which they are now, subject to removal of transformers by Lessor, as provided in Paragraph IV above, and that Lessor shall not be liable to Lessee, or Lessee's successors or assigns, for any damage to persons or property due to condition, design, or defect in the building or its mechanical systems which may exist or occur, and Lessee accepts said premises as suitable for the purposes for which same are leased and assumes all risks or damage to persons or property. In this regard, Lessee shall maintain in effect, at

all times, a policy of public liability insurance, in form subject to approval of the City Attorney, with limits not less than \$25,000 per person/\$50,000 per accident, naming Lessor as an additional named insured. A certificate evidencing such policy, providing for fifteen-day notice of cancellation to Lessor, shall remain on file with the City Clerk.

XT.

Lessee will permit Lessor, its officers, agents, employees and representatives the right to enter into and upon any and all parts of premises, at all reasonable hours to inspect same. This provision shall not constitute a waiver by Lessor of any right of inspection which it, or other governmental agency, may have in the exercise of regulatory authority over any operations on such premises.

XII.

Lessee shall make no structural alterations to said premises, nor install or remove any permanent fixtures, walls or appurtenances without written consent from Lessor's City Manager. However, Lessee may make the necessary electrical and plumbing installations and alterations to comply with applicable laws and regulations. No such work of any kind shall be done on such premises without adherence to all applicable laws, ordinances and regulations and in accordance with plans approved by Lessor's City Manager. Such alterations, physical additions, or improvements when made to premises by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon termination in any manner of this lease, but this clause shall not apply to movable fixtures or furniture of Lessee.

XIII.

Violation of any provision of this lease shall render same subject to termination by Lessor. Should Lessee, his successors or assigns violate any provision hereof, Lessor, acting through its City Manager, may give Lessee written notice of such violation and Lessee shall have fifteen (15) days after receipt of such notice to correct same. Failure to correct such violation within such fifteen-day period or any other violation of any provision of this lease, occurring after such notice, whether such second violation be similar or not to the violation which was the subject of such notice, shall cause this lease, or any extension hereof, to immediately terminate and Lessee, its successors and assigns, shall surrender the premises to Lessor. Upon such termination, as determined by the City Council, so long as such determination is not arbitrary and capricious, Lessor may re-enter such premises and take possession of same without liability therefor. Forbearance in the exercise of any notice or right hereunder shall not constitute any form of waiver, consent or estoppel on the part of Lessor.

XIV.

This lease may be terminated by the City Council of the City of Austin upon a determination by the City Council that the demised premises are needed for a public purpose or if the premises or improvements thereon are disposed of by Lessor. Termination under the provisions of this paragraph shall not be effected until Lessor gives Lessee at least one hundred twenty (120) days' notice of such termination.

This lease and agreement is the only agreement between the parties hereto. All negotiations and oral agreements acceptable to both parties are included herein, and the provisions hereof and the covenants and agreements of the respective parties hereunder shall not be changed, modified, abrogated or superseded by any subsequent agreement unless it be in writing.

EXECUTED this the 5th day of OCTOBER, 1972.

CITY OF AUSTIN - LESSOR

BY Dan H. Davidson
City Manager

ATTEST:

Clasi Nousley
City Clerk

PLANNED PARENTHOOD CENTER OF AUSTIN - LESSEE

BY Topos Jones Kon lung

COUNTY OF TRAVIS BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Dan H. Davidson, known to me to be the person whose name is subscribed to the foregoing instrument as Acting City Manager of the City of Austin, Texas, a municipal corporation, and acknowledged to me that he executed the same in such capacity as the act and deed of said City of Austin for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5 th day of Rotoker, 1972. County, Texas THE STATE OF TEXAS COUNTY OF TRAVIS BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared the first state of the county and state, on this day personally appeared the first state of the county and state, on this day personally appeared the county and state, on this day personally appeared the county and state, on this day personally appeared the county and state, on this day personally appeared the county appeared the coun known to me to be the person whose name is subscribed to the foregoing instrument as Organization of Planned Parenthood Center of Austin and acknowledged to me that he executed the same in such capacity as the act and deed of said Planned Parenthood Center, for the purposes and consideration therein expressed. day of Agricultary HAND AND SEAL OF OFFICE, this the 1972. Notary Public in and for Travis. County, Texas WWR:sh

THE STATE OF TEXAS

Lease

EXHIBIT "A"

The City of Austin to

Planned Parenthood Center of Austin

FIELD NOTES

FIELD NOTES FOR 0.35 OF ONE ACRE OF LAND, SAME BEING OUT OF AND A PART OF THE REMAINING PORTIONS OF LOTS 31 AND 32 AND THE EAST FORTY-THREE (43.00) FEET OF LOT 30, MORSE & SMITH RESUBDIVISION, A SUBDIVISION IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, OF RECORD IN BOOK 3 AT PAGE 56 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, WHICH LOTS 31 AND 32 AND EAST FORTY-THREE (43.00) FEET OF LOT 30, TOGETHER WITH OTHER PROPERTY, WERE CONVEYED TO THE CITY OF AUSTIN, A MUNICIPAL CORPORATION, BY THE FOLLOWING TWO (2) WARRANTY DEEDS:

- (1) DATED JANUARY 27, 1930, OF RECORD IN VOLUME 446 AT PAGE 480 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS;
- (2) DATED MAY 27, 1943, OF RECORD IN VOLUME 721 AT PAGE 32 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS;

SAID 0.35 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast corner of the herein described tract of land, same being the intersection of the south line of said Lot 32, same being the north line of an alley twenty (20.00) feet in width that lies adjacent to said Lots 30 through 32, with the proposed west line of Chicon Street, same being a line ten (10.00) feet west of and parallel to the present west line of Chicon Street, and which point of beginning is in the south line of said City of Austin tract of land;

THENCE, with the south lines of said Lots 30 through 32, same being said north line of an alley twenty (20.00) feet in width, N 67° 06' W 133.00 feet to the southwest corner of said City of Austin tract of land, same being the southwest corner of the herein described tract of land;

THENCE, with the west line of said City of Austin tract of land, N 22° 44' E 114.20 feet to the northwest corner of the herein described tract of land, same being a point in the south line of East 7th Street;

THENCE, with said south line of East 7th Street, S 67° 22' E 133.00 feet to the northeast corner of the herein described tract of land, same being a point in the aforesaid proposed west line of Chicon Street;

THENCE, with said proposed west line of Chicon Street, S 22° 43' W 114.83 feet to the point of beginning.

FIELD NOTES: William O. Schramm

9-29-71

FIELD WORK: C. Mosquedo

F.B. 3187, Pg. 21

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S. Reuben Rountree, Jr., P.E. Director of Public Works

APPROVED-

References

FF-556

2-H-202 B5-4

B7-65

R-34 (Bearing Basis)

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