

Contract # **230055**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: 10/11/2022

Name of Contract Initiator: Lance Addison Telephone #: 66852

School/Dept Submitting Contract: Operations/Planning Cost Center # 9023

Vendor Name: N/A

Contract Title: **Proportionate Share Mitigation Agreement for Concurency for D.R. Horton (Branan Field Park-310 SF)**

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: N/A Renewal Option(s):

Contract Cost: Funds to be paid to CCDS

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract)*
**This Statement MUST BE included in the body of the Contract:
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
 OCT 11 2022
 PURCHASING

RECEIVED

10/11/2022
 SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78	No Cost
Review Date 10/11/2022	
School Board Attorney	
Review Date 10/26/22	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED DATE: 10/27/22

**SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION
AGREEMENT
(Branan Field Park)**

THIS SCHOOL CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT (“Agreement”) is made by and among **CLAY COUNTY, FLORIDA** a political subdivision of the State of Florida, whose address is 477 Houston Street, Green Cove Springs, Florida 32043 (the “**County**”); **CLAY COUNTY DISTRICT SCHOOLS**, a body corporate and political subdivision of the State of Florida, whose address is 900 Walnut Street, Green Cove Springs, Florida 32043 (“**School District**”); and **D.R. HORTON, INC. – JACKSONVILLE**, a Delaware corporation, whose address is 4220 Race Track Road, St. Johns, Florida 32259, its successors and assigns (“**Developer**”).

RECITALS:

WHEREAS, Developer is the contract purchaser of that certain tract of land being approximately 47.8 acres located in unincorporated Clay County, Florida, being a portion of Clay County Parcel Identification No. 31-04-25-008075-000-00 as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Property**”). The location of the Property described in Exhibit “A” is illustrated with a map appearing in Exhibit “B” attached hereto and incorporated herein by this reference; and further described in the School Concurrency Reservation Certificate Application No. SCRC # 2022-13; and

WHEREAS, the Developer has submitted an application for a development proposal seeking approval to develop a maximum of 310 single-family residential dwelling units on the Property, (the “**Development Proposal**”); and

WHEREAS, the County and the School District have adopted and implemented a public school concurrency management system to assure the future availability of public school facilities to serve new development consistent with level of service standards (“**Level of Service**” and “**Level of Service Standards**”) consistent with the terms of the current Interlocal Agreement for Coordinated Planning, Public Educational Facility Siting and Review and School Concurrency in Clay County between the School District, the Clay County Board of County Commissioners and the local governments (the “**Interlocal Agreement**”), and the public school facilities and capital improvement elements of the respective comprehensive plans (individually, “**Element**”; plural, “**Elements**”); and

WHEREAS, at the time of this Agreement, adequate elementary and middle school capacity is available to accommodate the elementary and middle school students the Development Proposal is anticipated to generate by the Development Proposal; and

WHEREAS, at the adopted Level of Service standards, (i) adequate school capacity is not available for forty-two (42) high school students generated by the Development Proposal at the Level of Service Standard within the school concurrency services area or areas (“**Concurrency Service Area**”; “**Concurrency Service Areas**”) in which the Development Proposal is located, to accommodate the anticipated number of public school students that the Development Proposal will

generate; (ii) the needed high school capacity for the applicable Concurrency Service Area or Concurrency Service Areas within which the Development Proposal is located is also not available in any contiguous Concurrency Service Areas; and (iii) available high school capacity will not be in place or under actual construction within three (3) years after the approval of the Development Proposal; and

WHEREAS, authorizing these new residential dwelling units without the mitigation provided for in this Agreement would result in a failure of the Level of Service Standard for public school facilities in one or more applicable Concurrency Service Areas, or will exacerbate existing deficiencies in Level of Service; and

WHEREAS, the Parties agree that public school concurrency shall be satisfied by the Developer's execution of this legally binding Agreement to provide mitigation proportionate to the demand for public school facilities to be created by these new residential dwelling units ("**Proportionate Share Mitigation**"); and

WHEREAS, the Parties further agree that the appropriate Proportionate Share Mitigation option necessary to satisfy public school concurrency is payment of Proportionate Share Mitigation in the amount of **\$2,122,260.00 for the Development Proposal, or \$6,846.00 per dwelling unit**, as more specifically depicted or described herein; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the Developer shall pay funds as Proportionate Share Mitigation for the Property impacts on K-12 educational facilities under control of the School District.

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.
2. **PARTIES**. The County, the School District and the Developer shall be collectively referred to as the "**Parties**."
3. **LEGALLY BINDING COMMITMENT**. The Parties agree that this Agreement constitutes a legally binding commitment by the Developer to provide Proportionate Share Mitigation for the new residential dwelling units sought to be approved by County in the Development Proposal for the Property.
4. **PROPORTIONATE SHARE MITIGATION**. The Parties agree that the payment of Proportionate Share Mitigation in the total amount of \$2,122,260.00 for the Development Proposal, or \$6,846.00 per dwelling unit, is an appropriate Proportionate Share Mitigation option necessary to maintain the Level of Service Standard for school capacity in the affected Concurrency Service Area or Concurrency Service Areas. Upon the final execution of this Agreement, the School District shall issue a revised School Concurrency Determination showing adequate mitigation. The duration and effect of this School Concurrency Determination shall be

in accordance with the Interlocal Agreement and the Public School Facilities Element. However, in no event shall this School Concurrency Determination, or any capacity reservation based on this Determination, continue to be effective if the Developer fails to perform its obligations under this Agreement. Conversely, once the Developer has completely performed its obligations under this Agreement, the Developer shall be entitled to rely on the School Concurrency Determination and capacity reservation to the extent of the capacity provided by the Proportionate Share Mitigation and once the Developer has completely performed its obligations under this Agreement, such right of reliance shall survive the expiration of this Agreement.

5. **TIMING**. The Parties agree that the Proportionate Share Mitigation shall occur at the time of, and be a condition for the issuance by County of, final plat approval for each lot within the Property. For example, if a plat contains 100 lots, the Developer shall pay \$684,600.00 (100 lots times \$6,846.00 per lot) in Proportionate Share Mitigation prior to the County's approval of such plat. Each payment shall be made directly to the School District.

6. **PHASING**. The Developer agrees it shall make every effort to adhere to the phasing schedule attached hereto as "**Exhibit C**" as incorporated herein by this reference, which was provided in the application for the School Concurrency Reservation Certificate. The Developer will notify the School District Designee if changes to the phasing schedule occur, and such phasing schedule changes shall be at the discretion of the Developer.

7. **IMPACT FEE CREDIT**. As consideration for the Developer's Proportionate Share Mitigation specified herein, the Parties agree that the County shall provide a credit of \$2,122,260.00 for the Development Proposal, or \$6,846.00 per dwelling unit, toward any school impact fee or exaction imposed by ordinance of Clay County for the same need. Should the school impact fee or exaction be greater than the above-described credit, the Developer shall pay the difference at the time school impact fees are due. The Developer shall provide a school impact fee voucher substantially in the form of "**Exhibit D**" attached hereto and incorporated herein by this reference, to the County at the time of impact fee payment. Should the school impact fee or exaction be less, the Developer shall not be entitled to the use of any excess credits. Should school impact fees be pre-paid in order to extend the Final Certificate of Concurrency, any remaining balance due on the Proportionate Share Mitigation shall be paid at the time of final subdivision approval. Provided, however nothing in this Agreement shall be deemed to require the County to continue to levy or collect School Impact Fees, or, if levied, to levy them for any certain amount.

8. **SCHOOL CAPACITY IMPROVEMENT**. The School District agrees to apply the Proportionate Share Mitigation contributed by the Developer toward a school capacity improvement which will be added to the planned capital improvements in the Five Year District Facilities Work Plan at the time of its next annual update, and which satisfies the demands created by the Development Proposal in accordance with this Agreement.

9. **NO GUARANTEE OF LAND USE/ZONING**. Nothing in this Agreement shall require the County to approve any Land Use Amendment or Rezoning application associated with the Property.

10. **EFFECTIVE DATE**. This Agreement shall become effective on the date it is recorded in the Public Records of Clay County, Florida (the "**Effective Date**"). If this Agreement

is not executed by the Developer and delivered to the County within thirty (30) days after the latter of County or School District approval of this Agreement, this Agreement shall become void.

11. **TERM.** This Agreement shall expire upon the Parties' completion of their performance of all obligations herein.

12. **STATUTORY COMPLIANCE.** The Parties agree that this Agreement satisfies the requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(6)(h), Florida Statutes.

13. **NOTICES.** Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. Until otherwise designated by amendment to this Agreement, the Parties designate the following as the respective places for giving notice:

TO THE COUNTY: County Manager
Clay County
477 Houston Street
Green Cove Springs, Florida 32043

WITH COPIES TO: County Attorney
Clay County
477 Houston Street
Green Cove Springs, Florida 32043

FOR SCHOOL DISTRICT: Lance Addison
Coordinator of Planning and
Intergovernmental Affairs
Clay County District Schools
900 Walnut Street
Green Cove Springs, Florida 32043

FOR DEVELOPER: D.R. Horton, Inc. – Jacksonville
Attn: John R. Gislason
4220 Race Track Road
St. Johns, Florida 32259

WITH COPIES TO: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

14. **RELEASE.** Upon the performance of all obligations of all Parties hereto, the School District shall release the Developer from this Agreement, and the Developer shall release

the School District and the County from any and all future claims, costs or liabilities arising out of the provision of Proportionate Share Mitigation in accordance with this Agreement. These releases shall be recorded at the Developer's expense in the Official Records of Clay County, Florida, evidencing such performance.

15. **DEFAULT.** If any party to this Agreement materially defaults under the terms hereof, then the County shall give the defaulting party thirty (30) days' notice and a right to cure such breach. Should the Developer of the property described herein fail to timely cure a default in meeting its obligations set forth herein, its Concurrency certificate, issued based upon payment and/or performance hereunder, shall be voided as applicable to any phase of the Development Proposal for which the Developer has defaulted and that Developer and the property described herein shall lose their right to concurrency for the applicable phase of the Development Proposal under this Agreement and their right to School Impact Fee credits for the applicable phase of the Development Proposal under this Agreement. Further, in the case of such default, any development upon that property dependent upon such certificate will be stopped, until and unless the Agreement is reinstated or the default is cured or capacity becomes available and is granted through an appropriate application. Should the County or School District fail to timely cure a default in meeting their obligations set forth herein, Developer may seek any and all remedies available to it in law or equity.

16. **VENUE; CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the Circuit Court of Clay County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

17. **CAPTIONS and PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

18. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

19. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.

20. **FURTHER ASSURANCES.** The Parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

21. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective, unless contained in a written document prepared with the same or similar formality as this Agreement and executed by all the Parties to this Agreement.

22. **ASSIGNMENT.** This Agreement runs with the land. The Developer may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or

any part of fee simple title to the Property. Any such assignment shall be in writing and shall require the prior acknowledgement of all of the Parties. At the election of the School District, such acknowledgement may be conditioned upon the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

23. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made for the sole benefit and protection of the Parties, their successors and assigns, and no other persons shall have any right of action hereunder.

24. **COUNTERPARTS.** This Agreement may be executed in three (3) counterparts, each of which may be deemed to be an original.

25. **RECORDING OF THIS AGREEMENT.** The Developer shall record this Agreement, at its expense, within fourteen (14) days after full execution, in the Clay County Public Records. Time is of the essence in the recording, and failure to timely record shall render this Agreement void.

26. **MERGER CLAUSE.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

27. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of this Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates above each signature:

CLAY COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its CHAIR, authorized to execute same by the Board of Commissioner's action on this _____ day of _____, 2022.

The SCHOOL DISTRICT OF CLAY COUNTY, signing by and through its Chair, authorized to execute same by District action on this ___ day of _____, 2022.

The DEVELOPER signing by _____ its _____ duly authorized to execute same, on this ___ day of _____, 2022.

COUNTY

Passed and Duly Adopted by the Clay County Board of County Commissioners this ____ day of _____, 2022.

Attest:

CLAY COUNTY, FLORIDA, a political
subdivision of the State of Florida

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

By: _____
Its Chairman

SCHOOL DISTRICT

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2022.

WITNESSES

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

Print Name: _____

By: _____, Chair

Print Name: _____

(Please Print)

ATTEST:

By: _____, Superintendent of Schools

(Please Print)

DEVELOPER

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2022.

WITNESSES

DEVELOPER

D.R. HORTON INC. -JACKSONVILLE, a
Delaware corporation

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization on this day ____ of _____, 2022, by _____, as _____ of D.R. Horton, Inc. - Jacksonville., a Delaware corporation, on behalf of the corporation, who is (check one) personally known to me or has produced a valid driver's license as identification.

Notary Public

Name: _____

Commission Expires: _____

Exhibit "A"

Property

BEING A PORTION OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 31 WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 220-A (OLD JENNINGS ROAD); THENCE DEPARTING SOUTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 220-A, SOUTH 00° 20' 04" EAST, CONTINUING ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 59.47 FEET; THENCE DEPARTING EAST LINE OF SAID SECTION 31, SOUTH 89° 45' 11" WEST, A DISTANCE OF 773.60 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH STATE ROAD 23 (A VARIABLE WIDTH R/W); THENCE SOUTH 22° 04' 51" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 662.26 FEET TO A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,759.49 FEET, A CENTRAL ANGLE OF 04° 44' 33" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 19° 46' 45" WEST, 973.10 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, AN ARC LENGTH OF 973.37 FEET TO THE POINT OF BEGINNING.

FROM POINT OF BEGINNING THUS DESCRIBED, SAID POINT LYING ON THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 11,759.49 FEET, A CENTRAL ANGLE OF 06° 09' 59" AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 14° 19' 29" WEST, 1,265.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, AN ARC LENGTH OF 1,265.61 FEET; THENCE CONTINUING ALONG WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, SOUTH 11° 14' 28" WEST, A DISTANCE OF 1,004.49 FEET; THENCE DEPARTING WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23, NORTH 89° 56' 13" WEST, A DISTANCE OF 101.83 FEET TO THE EAST LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 487, PAGE 580 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 00° 33' 39" WEST ALONG SAID EAST LINE, A DISTANCE OF 899.89 FEET; THENCE NORTH 89° 49' 17" WEST DEPARTING SAID EAST LINE AND ALONG THE NORTH LINE THEREOF, A DISTANCE OF 699.70 FEET TO A POINT ON THE EAST LINE OF A 100 FOOT EASEMENT TO CLAY ELECTRIC COOPERATIVE AS DESCRIBED IN OFFICIAL RECORDS BOOK 257, PAGE 64 OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE NORTH 00° 33' 10" WEST ALONG EAST LINE OF SAID 100 FOOT EASEMENT, A DISTANCE OF 1,258.71 FEET; THENCE DEPARTING EAST LINE OF SAID 100 FOOT EASEMENT, NORTH 47° 44' 15" EAST, A DISTANCE OF 506.87 FEET; THENCE SOUTH 45° 00' 50" EAST, A DISTANCE OF 717.07 FEET; THENCE SOUTH 73° 45' 57" EAST, A DISTANCE OF 18.16 FEET, THENCE NORTH 32° 53' 08" EAST, A DISTANCE OF 35.72 FEET; THENCE SOUTH 82° 49' 20" EAST, A DISTANCE OF 45.49 FEET; THENCE NORTH 31° 21' 31" EAST, A DISTANCE OF 97.61 FEET; THENCE NORTH 31° 18' 35" EAST, A DISTANCE OF 54.21 FEET; THENCE NORTH 86° 10' 54" EAST, A DISTANCE OF 52.54 FEET; THENCE NORTH 72° 29' 01" EAST, A DISTANCE OF 107.04 FEET; THENCE NORTH 42° 36' 01" EAST, A DISTANCE OF 65.52 FEET; THENCE NORTH 69° 30' 05" EAST, A DISTANCE OF 10.84 FEET; THENCE SOUTH 59° 50' 43" EAST, A DISTANCE OF 31.29 FEET TO WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH STATE ROAD 23 AND TO THE POINT OF BEGINNING.

Exhibit "C"

Project Phasing Schedule

UNIT COUNT TABLE		
PHASE I		
BUILDING SIZE	# OF BUILDINGS	TOTAL UNITS
4 UNITS	2	8
6 UNITS	2	12
8 UNITS	17	136
TOTAL	21	156
PHASE II		
BUILDING SIZE	# OF BUILDINGS	TOTAL UNITS
4 UNITS	3	12
6 UNITS	1	6
8 UNITS	17	136
TOTAL	21	154
OVERALL		
BUILDING SIZE	# OF BUILDINGS	TOTAL UNITS
4 UNITS	5	20
6 UNITS	3	18
8 UNITS	34	272
TOTAL	42	310

