

PARKING AND VALIDATION AGREEMENT
BETWEEN
THE CITY OF AUSTIN
AND
AMLI AUSTIN RETAIL, L.P., PPF AMLI
421 WEST 3rd STREET, L.P. AND AMLI DOWNTOWN AUSTIN, L.P.

This Parking & Validation Agreement ("Parking Agreement" or "Agreement") is executed by and between the City of Austin, a Texas home-rule municipal corporation situated in Hays, Travis and Williamson Counties, acting by and through its duly authorized City Manager or designee ("City"), and AMLI Austin Retail, L.P., a Texas limited partnership ("AMLI Retail"); and, by and between the City, AMLI Retail, AMLI Downtown Austin, L.P., a foreign limited partnership authorized to do business in the State of Texas ("AMLI Downtown") and PPF AMLI 421 West 3rd Street, L.P., a foreign limited partnership authorized to do business in the State of Texas ("AMLI 421") collectively or individually referred to as "AMLI", with "City" collectively referred to as "Parties," regarding a new parking and validation agreement for use of the parking garage located at 301 West 2nd Street, Austin, Texas, 78701, under City Hall, hereinafter referred to as "City Hall Garage."

RECITALS

WHEREAS, the Parties seek to increase City Hall Garage occupancy and revenue to more closely align with market-rate competitors; and

WHEREAS, the Parties seek to improve customer service and ease of use by customers by modernizing City Hall Garage parking related equipment; and

WHEREAS, the Parties seek to reduce the City's operational costs related to City Hall Garage use by AMLI and its retail tenants; and

WHEREAS, the Parties seek to preserve the City's investment in and the success of the 2nd Street Retail District as one of the City's first public-private partnerships, by continuing to offer parking privileges at the City Hall Garage for AMLI's retail tenants; and

WHEREAS, the Parties seek to promote a more equitable and customer focused parking validation agreement for AMLI's retail tenants.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1
THE CITY HALL PARKING GARAGE

- 1.1 Term of this Agreement: This Agreement is effective on _____ 2023 ("Effective Date") and will expire on _____, 2028 ("Expiration Date"). Unless and until the Parties enter into a written agreement extending the term of this Agreement beyond the Expiration Date, then the term of this Agreement will expire on the Expiration Date.
- 1.2 Parking Garage: The parking garage located at 301 West 2nd Street, under City Hall, is referred to in this Agreement as the "City Hall Parking Garage." The City Hall Parking Garage will remain under the exclusive control and authority of the City. Nothing in this Agreement refers or applies to any AMLI-owned parking facilities.
- 1.3 Entry: The City will replace the parking access and revenue control equipment with an updated cloud-based system. The new system will allow for faster garage access and remote customer management. The new system will also provide more comprehensive auditing and revenue tracking tools. This system will be installed and maintained by the City at its expense.
- 1.4 Days and Hours of Operation: The City will operate the City Hall Parking Garage twenty-four (24) hours each day, seven (7) days a week.
- 1.4.1 In its sole and absolute discretion, but with prior notice to AMLI (except in the event of a bona fide emergency) the City may close the City Hall Parking Garage. However, the City acknowledges and agrees that to the extent economically and operationally feasible, it will take into account the needs of the 2nd Street District in determining whether, when and for how long to maintain any such closure.
- 1.4.2 The City will prioritize parking for the use of City Hall staff, City business, and official City events during which public parking will be limited (priority parking user). AMLI acknowledges that the City may not be able to make spaces available for public parking due to a number of factors, including the number of City Hall staff, persons doing business at City Hall, and City staff, officials and citizens attending meetings held in City Hall. Nothing in this Parking Agreement limits access to or use of the City Hall Parking Garage by City Hall staff or impairs the City's right to schedule meetings or functions at City Hall.
- 1.4.3 Parking will be on a first come-first served based, with no reserved spaces.
- 1.5 Public Parking: Public parking is parking that is available to anyone at any time, as long as that person pays the fee for public parking established by Parties and should such spaces be available beyond those used by the City's priority parking users. The Parties agree that in operating the City Hall Parking Garage in a reasonable manner, the garage is considered to have reached its capacity despite having unfilled parking spaces as those

spaces are kept open for persons who are entitled to park at City Hall garage under Section 1.4 of this Agreement.

- 1.6 Valet Operations: Use of the City Hall Parking Garage for valet parking is prohibited.
- 1.7 Validation for AMLI Retail Customers: AMLI retail customers who purchase goods or services from AMLI retail tenants within the “2nd Street District,” the six -block area labeled in “Exhibit A,” are eligible for no-cost parking at the City Hall Garage through a validation system.
 - 1.7.1 The maximum amount of time for validations is up to ninety (90) minutes with proof of purchase by AMLI retail tenant.
 - 1.7.2 While validation can be accepted at the City Hall Garage twenty-four hours a day, seven days a week, when open for public use under Section 1.4 of this Agreement, validations by AMLI retail tenants are only accepted when provided during tenants’ business hours.
 - 1.7.3 Fees related to parking at all city-owned garages, including the City Hall Garage, are set by City Council through adoption of the annual “fee ordinance.” AMLI retail customers who exceed 90-minute validation, or fail to obtain a validation from retail tenant, are subject to current parking rates.
 - 1.7.4 Validations will be limited to one per customer.
 - 1.7.5 Customers will be responsible for parking charges that exceed the ninety-minute validation period.
 - 1.7.6 Validation Equipment. AMLI will be responsible for purchase, maintenance, and oversight of validation equipment and will coordinate the interface between the City’s cloud-based parking system by its retail tenants at its own expense.
 - 1.7.7 AMLI will be the sole coordinator with and arbiter for its tenants’ issues related to validation in City Hall Garage; provided, however, that tenants may coordinate with garage staff as necessary to ensure access as contemplated by this Agreement (for example: in the event that an access gate is malfunctioning).
 - 1.7.8 The City will assist AMLI in facilitating AMLI retail tenants’ proper use and understanding of the City Hall Garage’s cloud-based parking system, will provide operational guidelines on the use of the validation equipment, and reserves the right to modify guidelines based on compliance.
 - 1.7.9 The City reserves the right to restrict or terminate validation privileges of AMLI retail tenants. Upon discovery, the City will notify AMLI of misuse. AMLI will have up to 36 hours to confirm the information before City restricts the retail tenant’s validation

privileges. In repeated instances of misuse by same retail tenant, the City reserves the right to terminate tenant's validation privileges with prior notice to AMLI.

- 1.7.10 The Parties agree that the ninety days after the Effective Date of this Agreement will be the implementation and training period and not subject to the City audits related to misuse.
- 1.8 Compliance: AMLI shall include in its rules for retail tenants specific language binding tenants to uphold City's rules on parking validation. Both Parties shall diligently and in good faith enforce these rules.
- 1.8.1 If AMLI or retail tenants do not comply with requirements of the Agreement, AMLI and/or retail tenants shall forfeit use of validation equipment as appropriate. Any violation of this Section by a retail tenant shall constitute an event of default under this Agreement. The City will provide notice to AMLI of violations of use before taking action available under Article 3 of this Agreement.
- 1.8.2 If the City turns away a retail customer desiring validated parking due to space limitations, the Parties agree this does not constitute a breach of or default or event of default under this Agreement.
- 1.9 Reports: The City shall provide to AMLI reports relating to the use of validations by AMLI retail tenants. The Parties shall mutually agree on the format and timing of such reports.
- 1.10 Other Parking Agreements: The City may enter into agreements concerning use of the Parking Garage with persons or entities with connections to AMLI and entities that do not have any connection to AMLI or even the 2nd Street District. Such agreements can include granting reserved parking, permitting, or granting validation rights to such persons or entities and their designees. Finally, the City is free to grant any type of parking rights in the City Hall Parking Garage it wishes to anyone working at or having a business or interest in visiting City Hall.
- 1.11 Interruption of Parking Rights: If the City determines that City Hall is at risk for security breaches, then the City may elect to prohibit some or all types of parking from the City Hall Parking Garage. The City shall apply this prohibition in consistent manner across private users of the City Hall Garage to the extent possible. The prohibition on access will continue for as long as the City deems prudent. Because the interruption is due to actual or potential security breaches, AMLI acknowledges the City may have little or no ability to provide alternate parking. In no event will the City be deemed to be in violation of this Agreement if it allows City Hall employees, staff or public to continue to park in the City Hall Parking Garage despite prohibiting others.

ARTICLE 2 ASSIGNMENT

- 2.1 AMLI is entitled to assign its rights and obligations under this Agreement to any person or entity to which AMLI assigns its interest in its properties. In the event of such assignment by AMLI its rights and obligations under this Parking Agreement will automatically be released from all liability under this Parking Agreement arising from and after the date of such assignment. Additionally, AMLI shall be entitled to permit a third-party parking operator to undertake any or all of the duties, responsibilities, and obligations hereunder; including, without limitation, validation, terminations, and enforcing rules and regulations.
- 2.2 The City may assign its rights and obligations under this Agreement to anyone to whom it sells or conveys the City Hall Parking Garage. In such event, the City will automatically be released from all liability under this Agreement, whether the liability arose before, on, or after the date of that sale or conveyance.

ARTICLE 3 DEFAULT

- 3.1 Default by the City: If the City breaches this Agreement, then AMLI may send notice to the City of the occurrence of that breach. If that breach is not cured within 30 days after delivery of that notice (which period of time will be extended to the minimum period of time necessary to cure the breach using all diligence if the breach cannot, by its nature, be cured within 30 days), the breach will constitute a "City default" and AMLI will be entitled to exercise all remedies at law or in equity, subject to the City's defenses and immunities that arise from its status as a municipal corporation. However, AMLI hereby waives any right it may have to recover from the City any consequential, incidental, special, or punitive damages, including, but not limited to, lost profits or revenues, arising out of any City default or any breach by the City of this Agreement.
- 3.2 Default by AMLI: If AMLI breaches this Agreement, then the City may send notice to AMLI of the occurrence of that breach. If that breach is not cured within 30 days after delivery of that notice (which period of time will be extended to the minimum period of time necessary to cure the breach using all diligence if the breach cannot, by its nature, be cured within 30 days), the breach will constitute a "Developer default" and the City will be entitled to exercise all remedies under this Agreement, at law, or in equity, subject to the limitations set forth in this Agreement.
- 3.3 Notice of Breach: If the City delivers four or more notices of breach under Section 3.2 above in any twelve-month period, the City may, by written notice to AMLI, require AMLI to prepare and submit a report identifying the causes of the repeated violations and a plan of action to correct the situation. AMLI must submit this report and plan to the

City within 30 days after the City's notice to AMLI requiring the report and plan. The City must be reasonable in evaluating the report and plan. If the City does not approve of the plan, AMLI will be required to submit a new plan or new plans until the City is satisfied that the plan has a reasonable likelihood of success. If the City approves a plan, then AMLI must implement the plan. If AMLI implements the plan, but three or more violations occur during the succeeding six-month period, or six or more violations occur during any 12-month period, then the City may require AMLI to again issue a report and design and implement a plan. If AMLI fails to provide a report and plan within that 30-day period or if AMLI fails to implement the plan once it has been approved, then AMLI will be in breach of this Agreement.

3.4 Termination: The City hereby waives any right it may have to recover from AMLI any consequential, incidental, special, or punitive damages, including lost profits or revenues, arising out of any AMLI default or any breach by AMLI of this Agreement, including, without limitation, pursuant to Article 4 below, and, except as set forth in the next sentence, waives the right to terminate this Agreement. The City is entitled to terminate this Agreement if any one or more of the following occurs:

- A. Any AMLI breach of its obligations to develop or implement a plan;
- B. Any Developer default arising from the breach of this Agreement; or
- C. Any failure by AMLI to pay any amount due under this Agreement.

ARTICLE 4 INDEMNITY

4.1 AMLI SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, APPOINTED OR ELECTED OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (INDEMNIFIED PARTIES), AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS (CLAIMS), TO THE EXTENT ARISING, DIRECTLY OR INDIRECTLY, OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY AMLI, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS OR ASSIGNS, (AML PARTIES), (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE AML PARTIES IN THIS AGREEMENT OR IN AML'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE AML PARTIES IN CONNECTION WITH THIS AGREEMENT. CLAIMS TO BE INDEMNIFIED UNDER THIS ARTICLE INCLUDE CLAIMS FOR BODILY INJURY OR DEATH, OCCUPATIONAL ILLNESS OR DISEASE, LOSS OF SERVICES WAGES OR INCOME, DAMAGE DESTRUCTION OR LOSS OF USE OF PROPERTY, AND WORKERS' COMPENSATION CLAIMS.

AMLI'S OBLIGATIONS UNDER THIS ARTICLE ARE NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

- 4.2 City shall give AMLI written notice of a Claim asserted against an Indemnified Party. AMLI shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving AMLI of any obligations in this agreement. In no event may AMLI admit liability on the part of an Indemnified Party without the written consent of City Attorney.
- 4.3 Maintenance of the insurance required under this Agreement shall not limit AMLI's obligations under this Article. AMLI shall require all its contractors and subcontractors to indemnify City as provided in this Article.

ARTICLE 5 INSURANCE

- 5.1 In order to be entitled to use the Retail Employee Parking and Validation, AMLI must provide the insurance described below that meets the standard described below.
 - A. Commercial General Liability Insurance: Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage A (Bodily Injury and Property Damage) and coverage B (Personal and Advertising Injury); and \$1,000,000 product/completed operations limit of liability. The policy must contain the following provisions.
 - (aa) The City named as Additional Insured, form CG 2010, or equivalent;
 - (bb) Thirty (30) Day Notice of Cancellation, form CG 0205, or equivalent [though the parties understand and agree that in lieu of this requirement, AMLI covenants that it will not permit this insurance to lapse causing any gap between an expiring policy and a renewal policy];
 - (cc) Waiver of Transfer Right of Recovery Against Others in favor of the City, form CG 2404, or equivalent.
 - (a) Business Automotive Liability Insurance: Business automotive liability insurance covering all owned, non-owned, and hired vehicles, with a minimum combined single limit of \$1,000,000. The policy must contain the following provisions:
 - (aa) The City named as Additional Insured, form CA 2048, or equivalent;

(bb) Thirty (30) Day Notice of Cancellation, form CA 0244, or equivalent;

(cc) Waiver of Subrogation in favor of the City, form CA 0444, or equivalent.

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ARTICLE 6
DAMAGE AND SECURITY

- 6.1 Damage: Related AMLI Entities cannot permit or allow by act or omission any type or kind of damage, destruction, or defacement of Parking Garage by Parties granted access under this Agreement.
- 6.2 NO SECURITY: THE CITY IS NOT OBLIGATED TO PROVIDE SECURITY FOR THE PARKING GARAGE, MAKES NO REPRESENTATION OR WARRANTY THAT IT WILL PROVIDE SECURITY FOR THE PARKING GARAGE, AND MAKES NO REPRESENTATION OR WARRANTY THAT IF IT DOES PROVIDE SECURITY, WHAT FORM THE SECURITY WILL TAKE, AND WHETHER OR NOT THE SECURITY WILL BE EFFECTIVE. PERSONAL PROPERTY LEFT IN PARKED VEHICLE IS AT THE VEHICLE OWNER'S RISK. THIS AGREEMENT DOES NOT CREATE A BAILMENT AND THE CITY IS NOT A BAILEE.

ARTICLE 7
MISCELLANEOUS

- 7.1 Notices: Any notice to be given or to be served in connection with this Agreement must be in writing, and will be deemed delivered and received when actually received or, if earlier, and regardless of when received (a) three (3) days after being deposited in the United States mail, certified mail, properly addressed, with postage prepaid; (b) the number of days specified in the contract with a reputable overnight courier service (e.g., one day if sent "next-day" and two days if sent "two day"), if sent by overnight courier service; or, (c) facsimile (fax) transmission, provided the party to whom the fax is addressed has designated a facsimile number below and the sending party has a fax generated verification of the date and time of transmission and the fax number to which the notice was sent:

CITY OF AUSTIN

Rodney Gonzales
Assistant City Manager
City of Austin
P.O.Box 1088
Austin, TX 78767 Phone:512-974-7820
Facsimile: 512-974-2833

With copies to:

Economic Development Department
2nd Street District Manager
P. O. Box 1088
Austin, TX 78767
Phone: 512-974-7819
Facsimile: 512-974-7825

Austin City Attorney

P. O. Box 1088
Austin, TX 78767

Phone: 512-974-2268
Facsimile: 512-974-2894

AMLI ENTITIES:

Jason Ricks
AMLI Residential Properties
214 Guadalupe Austin, Texas 78701
Phone: 512-745-8404

With copies to:

Kareem T. Hajjar
Hajjar Peters LLC
3144 Bee Caves Rd
Austin, TX 787046
Phone 512-637-4956

Retail Manager
AMLI Residential Properties
214 Guadalupe
Austin, Texas 78701
Phone: 512-745-8413

- 7.2 Interest: If either party fails to pay the other party any amount under this Agreement when it is due, that amount will bear interest from the date it is due until the date it is paid at the lesser of the rate of interest set forth in Section 2251.025 of the Texas Government Code, as it may be amended from time to time, or the maximum rate of interest permitted under applicable law.
- 7.3 Attorney's Fees: In consideration of the award and execution of this Contract and in consideration of the City's waiver of its right to attorney's fees, AMLI knowingly and intentionally waives its right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.
- 7.4 Authority of Signatories: Each Party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the Party, except as may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditor's rights, or with respect to City, governmental immunity under the Constitution and laws of the State of Texas.
- 7.5 Modification: This Agreement may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and properly executed by each of the Parties. Provided any amendment, change or extension does not increase the Agreement amount in excess of the then current administrative authority of the City Manager and the form of amendment is approved by the City Law Department, the City Manager or the City Manager's designee is authorized to execute any amendment to the Agreement on behalf of the City without further authorization by the City Council.

- 7.6 Severability: The provisions of this Agreement are severable. If any court of competent jurisdiction ever holds any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance to be invalid or unconstitutional for any reason, it will not affect the remainder of this Agreement and, in such event, this Agreement will be construed as if it had never contained such invalid or unconstitutional portion in it.
- 7.7 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this contract, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect unless properly executed in writing by the parties.
- 7.8 Governance: This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue for any lawsuit concerning this Agreement shall lie in the City of Austin, Travis County, Texas. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.
- 7.9 Binding Nature of Agreement: The Parties bind themselves and their successors in interest, assigns and legal representatives to this Agreement.
- 7.10 No Third-Party Beneficiaries: Except as expressly provided in this Agreement, nothing will be construed to confer upon any person other than the parties any rights, benefits or remedies under or because of this Agreement.
- 7.11 No Joint Venture, Partnership, Agency: This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties.
- 7.12 No Recourse: No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of either of the Parties, whether in office on the effective date of this Agreement or after such date, for any claim based upon this Agreement.
- 7.13 Section Headings: The section headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.
- 7.14 Construction: Each party acknowledges that it and its counsel have had the opportunity to review this Agreement; that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Agreement.
- 7.15 Force Majeure: In addition to specific provisions of this Agreement, delays in performance (other than the payment of money) by either party under this Agreement

cannot be deemed to be a default where and to the extent that such delays in performance are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, Acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts of the other party, or any other causes beyond the control (and without the fault) of the party claiming an extension of time to perform. An extension of time for any such cause commences to run from the time of the commencement of the cause and can only be for the period of the actual delay. If any party wishes to claim such extension, that party must send a notice to the other party within 30 days after the delay begins, advising the other party of the delay, the cause of the delay, and the anticipated duration of the delay and must send a notice that the delay has ceased within 30 days after the cessation of the delay. If the party wishing to claim a delay fails to send either such notice, then that party will be deemed conclusively to have waived the right to an extension as a result of that delay.

[Signature pages follow.]

IN WITNESS WHEREOF, City and Developer have executed this Agreement through their duly authorized representatives to be effective as of the Effective Date.

CITY: CITY OF AUSTIN, A TEXAS HOME-RULE CITY AND MUNICIPAL CORPORATION

By: _____

Name: Rodney Gonzales

Title: Assistant City Manager

Date: _____

Approved as to form:

By: _____

Angela C. Rodriguez, Asst. City Attorney

AMLI: AMLI AUSTIN RETAIL, L.P., A TEXAS LIMITED PARTNERSHIP

By: AMLI Austin Retail, GP, LLC, a Texas limited liability company its general partner

By: AMLI Development Company, LLC, a Delaware limited liability company, its sole member

By: _____

Name: Ken Veltri

Title: Executive Vice President

Date: _____

AMLI DOWNTOWN AUSTIN, L.P., A DELAWARE LIMITED PARTNERSHIP

By: AMLI Residential Properties, L.P., a Delaware limited partnership, its General Partner

By: AMLI Residential Partners, LLC, its General Partner

By: _____

Name: Ken Veltri

Title: Executive Vice President

Date: _____

PPF AMLI 421 WEST 3RD STREET, L.P., A DELAWARE LIMITED PARTNERSHIP

By: PPF AMLI 421 West 3rd Street GP, LLC, a Delaware limited liability company, its General Partner

By: PPF AMLI Devco, LLC, a Delaware limited liability company, its sole member

By: PPF AMLI Co-investment, LLC f/k/a PPF AMLI Development LLC, a Delaware limited liability company, its manager

By: AMLI Residential Properties, LLC, a Delaware limited liability company, its General Partner

By: _____

Name: Ken Veltri

Title: Executive Vice President

Date: _____

EXHIBIT A

MAP OF 2ND STREET DISTRICT

