



City of Wheatland

111 C Street – Wheatland, California 95692
Tel (530) 633-2761 – Fax (530) 633-9102

PLANNING COMMISSION MEETING STAFF REPORT

Date: March 19, 2024
Agenda Item:

Subject: Consideration to recommend City Council approval of the proposed City of Wheatland Development Agreement Concerning Avoca Orchards 1 and 2.

Prepared by: Tim Raney, Community Development Director

Recommendation

Staff recommends that the Wheatland Planning Commission hold the public hearing on the proposed Development Agreement, and upon close of the public hearing, adopt the Resolution recommending the Wheatland City Council approve the City of Wheatland Development Agreement Concerning Avoca Orchards 1 and 2 (see Attachment 2).

Background

As part of the city's effort to establish funding for the General Plan Update and address the regional drainage issues in the western area of the city, staff has been in discussion with the land owner Avoca Wheatland, LLC.

City staff and the representative of Avoca Wheatland, LLC, Peter Meier, have agreed on terms for a proposed Development Agreement for the city's consideration. Per state law, a proposed Development Agreement shall go to the city's Planning Commission for review prior to City Council consideration.

The Avoca Wheatland, LLC currently controls approximately 385 acres of land outside the current Wheatland city limits, which currently include active agricultural operations. These properties have been identified as Avoca Orchard 1, Avoca Orchard 2, and Avoca Orchard 3 (see Attachment 1). Avoca Orchard 3 is located to the northwest of the existing city limits and totals approximately 86 acres. Avoca Orchard 3 has been recently approved for rezoning and annexation by the City of Wheatland and is currently under consideration by the Yuba County Local Agency Formation Commission (LAFCo). As a result, Avoca Orchard 3 is not included in this proposed Development Agreement.

Avoca Orchard 1 is located to the southwest of the existing city limits adjacent the Bear River and totals approximately 123 acres. Avoca Orchard 2 is located to the west of the existing city limits and totals approximately 176 acres.

Discussion

City staff has been coordinating with the local Reclamation Districts for several years to address the drainage issue in the western area of the City. As new development occurs in this area, the concerns increase. City staff has been considering possible solutions and the development of a new Storm Water Detention and Pumping facility near the Bear River. City staff identified Avoca Orchard 1 as the preferred location.

City staff has conducted negotiations with Avoca Wheatland, LLC to prepare the proposed Development Agreement that benefits both the City of Wheatland and the land owner. The proposed Development Agreement states that Avoca Wheatland, LLC will provide \$50,000 to the city towards the cost of preparing the new City of Wheatland Storm Water Drainage Master Plan. This proposed storm water master plan will identify the needed facilities to address the city's and the local Reclamation District's drainage concerns. It should be noted that a storm water master plan is a necessary component of the General Plan Update. In addition, the Avoca Wheatland, LLC will dedicate up to 20 acres of Avoca Orchard 1 for regional storm water detention and pumping. Avoca Wheatland, LLC would receive credits and reimbursements equivalent to the market value of the land designated for storm water detention and pumping to be used to offset development impact fees for storm water drainage, public park fees and other city development fees.

The proposed Development Agreement states the \$50,000 towards the City of Wheatland Storm Water Drainage Master Plan shall be provided to the city within 30 days of the recordation of this proposed Development Agreement. The exact location of the proposed 20 acres for the development of a Storm Water Detention and Pumping facility in Avoca Orchard 1 shall be determined by the City of Wheatland and Avoca Wheatland, LLC.

Furthermore, development is not currently proposed for the Avoca Orchards properties; however, as requested by Avoca Wheatland, LLC, the City of Wheatland will consider Avoca Orchard 2 as part of the City's future development potential in the upcoming General Plan Update and retain the existing land use designations.

Conclusion

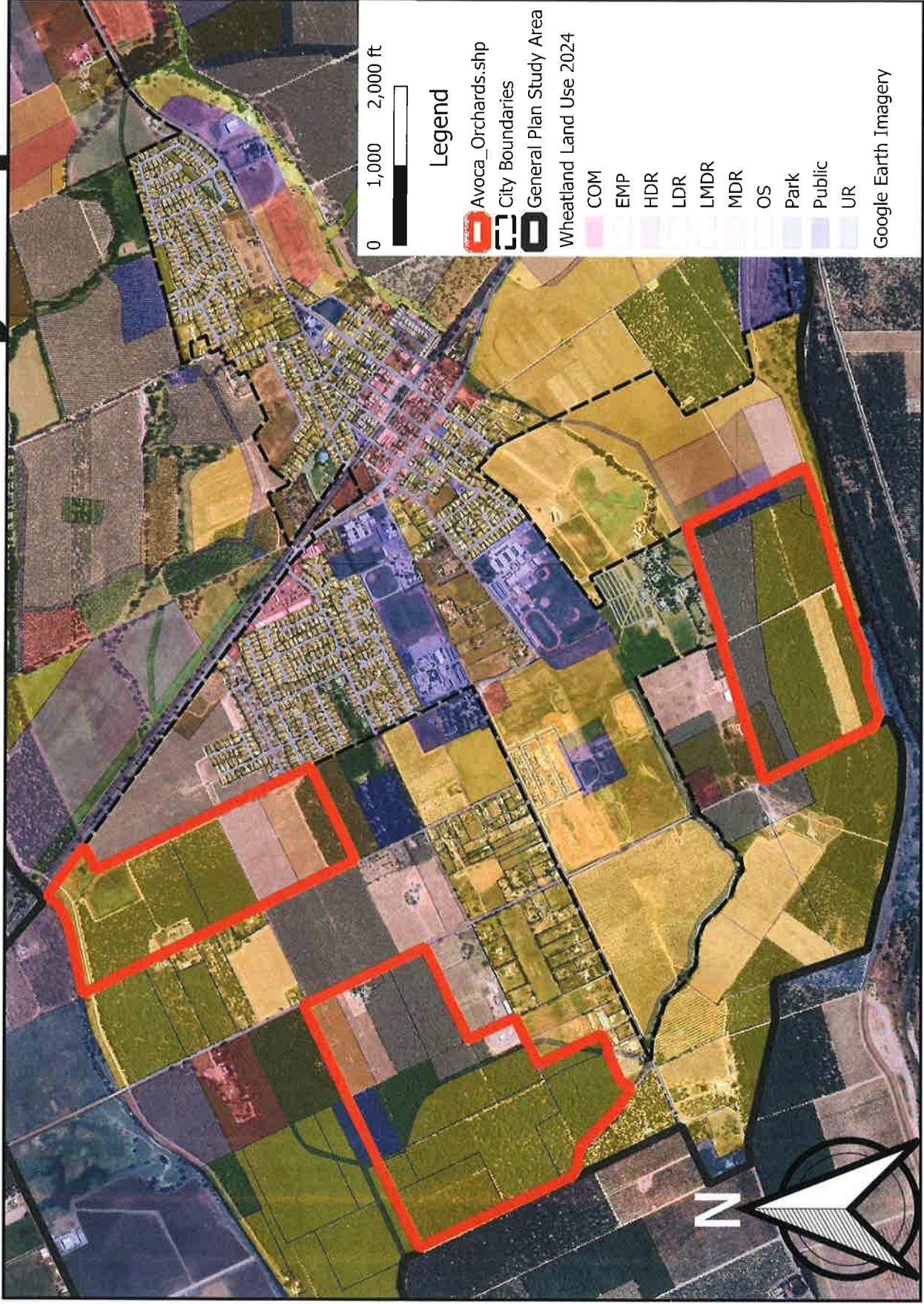
Based on the information contained in the staff report, staff recommends that the Planning Commission hold the public hearing on the proposed Development Agreement, and upon close of the public hearing, adopt the Resolution recommending the Wheatland City Council approve the City of Wheatland Development Agreement Concerning Avoca Orchards 1 and 2 (see Attachment 2).

Attachments

1. Vicinity Map
2. Resolution No. 2024-** recommending City Council approval of the proposed City of Wheatland Development Agreement Concerning Avoca Orchards 1 and 2

Exhibit 1: City of Wheatland Development Agreement Concerning Avoca Orchards 1 and 2

Avoca Orchards Vicinity Map



**PLANNING COMMISSION
RESOLUTION NO. 2024-01**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WHEATLAND
RECOMMENDING CITY COUNCIL ADOPT THE CITY OF WHEATLAND DEVELOPMENT
AGREEMENT CONCERNING AVOCA ORCHARDS 1 AND 2.**

WHEREAS, Avoca Wheatland, LLC approached the City of Wheatland regarding future development near the city limits; and

WHEREAS, Avoca Wheatland, LLC controls approximately 385 acres of land outside the current Wheatland city limits, which currently include active agricultural operations. These properties have been identified as Avoca Orchard 1, Avoca Orchard 2, and Avoca Orchard 3. Avoca Orchard 1 totals approximately 123 acres, Avoca Orchard 2 totals approximately 176 acres, and Avoca Orchard 3 totals approximately 86 acres.

WHEREAS, City and Avoca Wheatland, LLC have negotiated the deal points of a potential agreement to address existing drainage issues in the western area of the City of Wheatland and provide additional funding towards the Wheatland General Plan Update process; and

WHEREAS, the City of Wheatland has prepared a Draft Development Agreement between the City and Avoca Wheatland, LLC, in which Avoca Wheatland, LLC shall provide \$50,000 towards the cost of preparing the new City of Wheatland Storm Water Drainage Master Plan and dedicate up to 20 acres of Avoca Orchard 1 for regional storm water detention and pumping; and

WHEREAS, Avoca Wheatland, LLC would receive future credits and reimbursements equivalent to the market value of the land designated for storm water detention and pumping to be used to offset development impact fees for storm water drainage, public park fees and other City development fees; and

WHEREAS, the adoption of this City of Wheatland Development Agreement Concerning Avoca Orchards 1 and 2 will not adversely affect the comprehensive General Plan and it is consistent with the General Plan and carries out the purposes of the General Plan; and

WHEREAS the Wheatland Planning Commission duly gave notice of public hearing as required by law and on March 19, 2024 duly held a public hearing, received and considered evidence, both oral and documentary.

NOW THEREFORE, BE IT RESOLVED that the Wheatland Planning Commission recommends the Wheatland City Council adopt the Development Agreement between the City of Wheatland and Avoca Wheatland, LLC, which are based on its review and consideration of the entire record, including the recitals above and any oral or written testimony provided at the hearing:

1. There have been no substantial changes to the subject properties through the Development Agreement. Therefore, the Wheatland General Plan Environmental Impact Report (SCH# 2005082022) is the appropriate environmental document for the proposed project.

2. The Development Agreement is consistent with the General Plan, as it carries out the purposes of the General Plan and is consistent with the land use and development designation in such plans.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission recommends the City Council adopt the City of Wheatland Development Agreement Concerning Avoca Orchards 1 and 2, in the form attached as Exhibit A, subject to such changes as may be approved by the City Council.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Planning Commission of the City of Wheatland at a regular meeting thereof held on the 19th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Planning Commission Chairperson

ATTEST:

City Clerk

Recording requested by, and
when recorded return to:

City of Wheatland
111 C Street
Wheatland, CA 95692

Exempt from recording fees (Government Code sections 6103 & 27383)

**CITY OF WHEATLAND
DEVELOPMENT AGREEMENT
CONCERNING AVOCA ORCHARDS 1 and 2**

This Development Agreement (the “Agreement”) is made and entered into effective _____, 2024, by and between the City of Wheatland, a general law city (“City”), and Avoca Wheatland, LLC, a California limited liability company (“Developer”), (collectively the “Parties”), who agree as follows:

1. RECITALS. This Agreement is made with reference to the following background recitals:

1.1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq. (the “Development Agreement Law”), which authorizes the City and a property owner to enter into a development agreement, establishing certain development rights in the real property that is the subject of a development project application. This Agreement is entered into pursuant to the authority of the Development Agreement Law.

1.2. Property. The subject of this Agreement is the development of those certain two parcels of land located outside the City limits, consisting of approximately 123± acres (“Orchard 1”) and 176.6± acres (“Orchard 2”), respectively (collectively, the “Property”) as described in Exhibit A, attached hereto and incorporated herein by this reference. Developer owns the Property in fee.

1.3. California Environmental Quality Act. The City Council has determined that the actions considered and agreed to in this Agreement are exempt from review under the California Environmental Quality Act (“CEQA”). This Agreement is preliminary in nature and does not advance any development actions that may result in an environmental impact prior to further compliance with CEQA, does not bind the City to any definite course of action regarding any party’s use of the Property prior to compliance with CEQA, and does not restrict the City or any other CEQA lead agency from considering any feasible mitigation measures and alternatives. Any subsequent development action on the Property will require the necessary review under CEQA, and shall comply with any additional state or federal requirements.

1.4. Developer's Faithful Performance. The Parties acknowledge and agree that Developer's performance in contributing funds and dedicating land for the creation of certain public improvements will fulfill substantial public needs. The City acknowledges and agrees that there is good and valuable consideration to the City resulting from Developer's assurances and faithful performance of this Agreement, and that the same is in balance with the benefits conferred by the City on the Project. The Parties further acknowledge and agree that the exchanged consideration is fair, just and reasonable.

2. GENERAL PROVISIONS.

2.1. Property Description and Binding Covenants. The Property is that real property described and shown in Exhibit A. It is intended and determined the provisions of this Agreement shall constitute covenants that shall run with the Property for the term of the Agreement and the benefits and burdens of this Agreement shall bind and inure to all successors in interest to the Parties.

2.2. Term.

2.2.1. Commencement; Expiration. The term of this Agreement shall commence upon the date set forth above and shall expire on _____, 2034, unless the term is terminated, modified or extended as provided by this Agreement or by mutual written consent of the Parties. If litigation is filed against City and/or Developer challenging the approval of this Agreement and/or the Entitlements, then the term of this Agreement shall be extended for the period of time from the date of filing the complaint until the date that the litigation is dismissed or otherwise finally concluded. If a federal or state agency with jurisdiction issues an order that prohibits development of the Project, then the term of this Agreement shall be extended for the period of time that the order and prohibition are in effect. If there is uncertainty regarding the date of final conclusion of any litigation or the time period that a federal or state agency order and prohibition are in effect, then that uncertainty shall be decided by the City Attorney.

2.2.2. Automatic Termination Upon the Sale of Property as Lots. This Agreement shall be terminated automatically, without any further action by any party or need to record any additional document, with respect to any single lot within the Property.

2.2.3. Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of the Parties in accordance with the Development Agreement Law. Amendment by City requires approval by the City Council of City. If the proposed amendment affects less than the entire Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is(are) subject to or affected by such amendment.

2.2.4. Recordation. Except when this Agreement is automatically terminated due to the expiration of its term or section 2.2.2, the City shall cause any amendment to it or any other termination of it to be recorded, at Developer's expense, with the County Recorder within 10 days of the date of the amendment or termination becoming effective. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion that is the subject of such amendment or termination.

3. DEVELOPER'S OBLIGATIONS. Developer's obligations under this section 3 shall be at Developer's sole cost and expense, unless expressly provided otherwise.

3.1. Storm Water Drainage Plan Payment. Within 30 days of the recordation of this Agreement by City against the Property, Developer shall pay \$50,000 to City for City's use in preparing drainage study for the City of Wheatland Storm Water Drainage Plan.

3.2. Storm Water Detention Facility Dedication. Developer shall dedicate up to 20 acres on Orchard 1 for the development of a Storm Water Detention and Pumping facility ("Detention Facility"). City may use the Detention Facility to serve the Property or any other property desired by City. The location of the Detention Facility on Orchard 1 shall be determined by City in consultation with Developer. Upon request by City, Developer shall convey the necessary real property rights to the Detention Facility in a form approved by City.

3.3. Liens, Encumbrances, Covenants, Conditions and Restrictions. Except as otherwise approved by City or provided for by this Agreement, all property to be dedicated or conveyed in fee to City pursuant to this Agreement shall be free of any liens, encumbrances, special taxes, special assessments, deed covenants, conditions and restrictions, or hazardous materials. For each such conveyance, Developer shall provide to City, at Developer's expense, a current preliminary title report and preliminary site assessment for hazardous materials in a form approved by the City Attorney. Any policy of title insurance required by City shall be at City's expense.

4. CITY OBLIGATIONS.

4.1. General Plan Update. Upon the execution of this Agreement, City agrees to maintain for the term of this Agreement the current General Plan Land Use Designations for Orchard 1 and Orchard 2.

4.2. Credit Reimbursement. Upon City's receipt of a dedication of the Detention Facility as contemplated by section 3.2, City agrees to provide Developer non-refundable future developer credits equivalent to the fair market value of the land dedicated by Developer for the Detention Facility. The credits shall be applied by City to offset development impact fees for storm water drainage, public park fees, and other City development fees that would be paid by Developer upon development of the Property. The valuation shall be determined as of the effective date of this Agreement by agreement of City and Developer as to value, or, if there is no agreement as to value, by an independent appraisal obtained by City.

4.3. Right-of-Way and Public Utility Easements. If the construction of the Detention Facility requires a right-of-way or public utility easement, then as and when City installs the Detention Facility, Developer shall grant and City shall accept a non-exclusive public utility easement for access to the facility in a form acceptable to the City. Easement widths shall be granted in accordance with the City Engineer's requirements.

5. DEFAULT, REMEDIES, TERMINATION.

5.1. Default.

5.1.1. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days notice in writing specifying the nature of the alleged default and the manner in which the default may be satisfactorily cured. During any such 30-day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

5.1.2. After notice and expiration of the 30-day period, if the default has not been satisfactorily cured or remedied, the non-defaulting party at its option may institute legal proceedings pursuant to section 5.2 or give notice of intent to terminate the Agreement pursuant to the Development Agreement Law and implementing City ordinance. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within 30 days as provided by the Development Agreement Law and implementing City ordinance.

5.1.3. Following consideration of the evidence presented in the review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

5.2. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation, or to compel specific performance. In no event shall City or its officers, employees or agents be liable in damages for any breach of this Agreement, it being expressly understood and agreed that the sole remedy available to Developer for a breach of this Agreement by City shall be a legal action in mandamus, specific performance, injunction or declaratory relief to enforce the Agreement.

5.3. Effect of Termination. If this Agreement is terminated following any event of default by Developer or for any other reason, such termination shall not affect the validity of any building or improvement within the Property that is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a valid building permit issued by the City.

5.4. Force Majeure. In addition to specific provisions of this Agreement, performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation (including litigation and appeals brought by any third party challenging City approval of any or all of the Entitlements), or similar bases for excused performance. If written notice of such delay is given to City within 30 days of the commencement of such delay, an extension of time for such cause shall be

granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.5. Annual Review. At least every 12 months during the term of this Agreement, City shall review the extent of good faith substantial compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code § 65865.1. Developer shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within 30 days after conclusion of the review and receipt from City of the bill for such costs. Upon written request by the City Planning Director, Developer shall provide such information as may be necessary or appropriate in order to ascertain compliance with this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS.

6.1. Indemnity. Developer and its successors-in-interest and assigns shall indemnify, defend, protect and hold harmless City, and its officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with performance and actions under this Agreement by Developer and/or its contractors, subcontractors, consultants, agents or employees, or failure to perform or act under this Agreement, except such loss or damage that was caused by the sole negligence or willful misconduct of City or except as otherwise limited by law. Developer also shall defend, indemnify and hold harmless City, and its officers, employees, agents and volunteers from any lawsuit, claim or liability arising out of the execution, adoption or implementation of this Agreement and/or the Entitlements. The indemnification obligations under this section shall survive and continue in full force and effect after termination of this Agreement for any reason with respect to any actions or omissions that occurred before the date of termination.

6.2. Waiver. In consideration of the benefits received pursuant to this Agreement, Developer, on behalf of itself and its successors-in-interests and assigns, waives and covenants not to sue City or any of its officers, employees, agents or volunteers for any and all causes of action or claims that it might have under City ordinances or the laws of the State of California or the United States with regard to any conveyance or dedication of real property or easements over the Property required by this Agreement, improvements that are provided for by this Agreement, fees and payments provided by this Agreement, or other conditions imposed by this Agreement.

6.3. Defense of Agreement. City and Developer agree to cooperate, and to timely take all actions necessary or required to uphold the validity and enforceability of this Agreement and the Entitlements, subject to the indemnification provisions of Section 6.1. The City and Developer shall promptly notify one another of any claim, action, or proceeding brought forth within this time period. Developer and City shall select joint legal counsel to conduct such defense and which legal counsel shall represent both the City and Developer in defense of such action (unless, under the circumstances, single legal counsel could not represent both Parties because of a conflict of interest).

7. DEEDS OF TRUST AND MORTGAGES.

7.1. Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion of it after the date on which this Agreement is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7.2. Mortgagee Obligations. Upon receipt of a written request from a foreclosing Mortgagee, City shall permit the Mortgagee to succeed to the rights and obligations of Developer under this Agreement, provided that all defaults by Developer under this Agreement that are reasonably susceptible of being cured are cured by the Mortgagee as soon as is reasonably possible. The foreclosing Mortgagee shall comply with all of the provisions of this Agreement.

7.3. Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Developer and specifying the address for sending notice, City shall endeavor to deliver to the Mortgagee, concurrently with notice to Developer, all notices given to Developer describing all claims by the City that Developer has defaulted under this Agreement. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed, or the areas of noncompliance set forth in City's notice.

8. MISCELLANEOUS PROVISIONS.

8.1. Estoppel Certificate. Either party may from time to time deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe the nature of such default. The party receiving a request under this Agreement shall execute and return such certificate within 30 days following the receipt thereof. City acknowledges that transferees and mortgagees of Developer may rely upon a certificate under this Agreement.

8.2. Assignment and Successors. From and after recordation of this Agreement against the Property, Developer may assign this Agreement as to the Property, or any portion of it, in connection with the development of the Property, any sale, transfer or conveyance of the Property, subject to the express written assignment by Developer and assumption by the assignee of such assignment pursuant to an assignment and assumption agreement in a form approved by the City Attorney. City shall not unreasonably withhold approval of such an assignment and assumption agreement, and hereby expressly authorizes an assignment of the rights and obligations created hereunder to a new entity formed and controlled by Developer. Upon the conveyance of Developer's interest in the Property and execution of the assignment and assumption agreement, Developer shall be released from any further liability or obligation under this Agreement related to the portion

of the Property so conveyed and the assignee shall be deemed to be the "Developer," with all rights and obligations under this Agreement with respect to such conveyed property.

8.3. Counterparts. This Agreement is executed in two duplicate originals, each of which is deemed to be an original.

8.4. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

8.5. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

8.6. Waiver. The waiver at any time by any party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

8.7. Severability. If any term, covenant or condition of this Agreement or the application of the Agreement to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party of an essential benefit of its bargain under this Agreement, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

8.8. Relationship of Parties. Nothing in this Agreement shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the parties.

8.9. No Third-Party Beneficiaries. This Agreement shall not be construed to create any third-party beneficiaries. This Agreement is for the sole benefit of the Parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

8.10. Governing Law. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

8.11. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement, the Development Agreement Law or implementing ordinance shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

City:	Developer:
City Clerk	Avoca Wheatland, LLC
City of Wheatland	Address
111 C Street	City/Zip
Wheatland, CA 95692	

Any party may change its address by notifying the other party in writing of the change of address.

[Signatures to be Notarized]

CITY OF WHEATLAND

AVOCA WHEATLAND, LLC

By: _____
Bill Zenoni
City Manager

By: _____
Name
Title

EXHIBIT A

Property Description

