



Interoffice Memorandum

January 18, 2023

TO: Mayor Jerry L. Demings  
—AND—  
County Commissioners

FROM: Timothy L. Boldig, Interim Director  
Planning, Environmental, and Development  
Services Department

A handwritten signature in black ink, appearing to be "TB", written over the name Timothy L. Boldig.

**CONTACT PERSON: Whitney E. Evers, Attorney IV  
County Attorney's Office  
407-836-7320**

SUBJECT: February 7, 2023 – Consent Item  
School Concurrency Mitigation Agreement OC-22-023  
Nona West (Phase 2) Parcel ID #: 33-24-30-0000-00-021

On September 16, 2008, the Board amended Chapter 30, Orange County Code ("Code"), to include the legislative requirements of school concurrency. The provisions in the Code are based on statutory requirements and on the terms of the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency entered into by the County, The School Board of Orange County ("School Board") and municipalities within the County (June 10, 2008, as amended from time to time, "Interlocal Agreement"). Section 30-622 of the Code requires applicants to submit proposed school proportionate share mitigation agreements to the Concurrency Management Official, following negotiation with the School Board and the County Attorney's Office, for review and recommendation to the Board.

The subject School Concurrency Mitigation Agreement ("Mitigation Agreement") is by the County, the School Board, and Adventist Health Systems/Sunbelt, Inc., a Florida not-for-profit corporation. This project is located at 4000 Nona West Boulevard, adjacent to Boggy Creek Road approximately midway between Simpson Road and SR 417 in unincorporated Orange County in District 4, and consists of 188 townhome and 396 multi-family units (the "Project"). The Mitigation Agreement is necessary because the Project affects Cypress Creek High School, which currently operates below the adopted level of service standard.

Pursuant to Section 30-622 of the Code, if there is insufficient available school capacity within a Concurrency Service Area to meet the demand created by the proposed residential development, and the applicant and the School Board have agreed upon

mitigation to satisfy the school concurrency requirements for the proposed residential development, then the applicant, School Board, and County must memorialize the terms of the mitigation in an agreement. In accordance with the formula set forth in Section 30-622(4)(b)9 of the Code, the School Board has calculated the proportionate share mitigation payment to be \$418,578.

Pursuant to Section 163.3180, Florida Statutes, the applicant is entitled to impact fee credits on a dollar for dollar basis for any proportionate share mitigation paid for the same need. Therefore, the School Board has included provisions in the Mitigation Agreement allowing for a School Impact Fee credit account. This Agreement also requires payment of Capacity Reservation Fees prior to issuance of building permits for this project.

**ACTION REQUESTED: Approval and execution of School Concurrency Mitigation Agreement OC-22-023 Project Name: Nona West (Phase 2) Parcel ID#: 33-24-30-0000-00-021 by The School Board of Orange County, Florida, Orange County, Florida, and Adventist Health System/Sunbelt Inc. for a proportionate share mitigation payment to Orange County Public Schools in the amount of \$418,578. District 4**

TLB/SS/js

Attachment

c: Byron W. Brooks, County Administrator  
Jon V. Weiss, P.E., Deputy County Administrator  
Joel D. Prinsell, Deputy County Attorney  
Whitney E. Evers, Attorney IV, County Attorney's Office  
Amy Envall, Esq., General Counsel, OCPS  
Dale Kelly, Chief Financial Officer, OCPS  
Jad M. Brewer, Esq. Staff Attorney III, OCPS  
Christopher C. Mills, AICP, Senior Administrator, OCPS

BCC Mtg. Date: February 7, 2023

After recording return to:

Christopher C. Mills, AICP  
Orange County Public Schools  
6501 Magic Way, Building 200  
Orlando, Florida 32809

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL CONCURRENCY  
MITIGATION AGREEMENT  
OC-22-023  
Project Name: Nona West (Phase 2)  
Parcel ID#: 33-24-30-0000-00-021**

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT (“Agreement”), is entered into by **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA** a body corporate and political subdivision of the State of Florida, (“School Board”); **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, (“County” or “Applicable Local Government”) and **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not for profit corporation, whose address is 1919 North Orange Avenue, Suite D, Orlando, FL 32804, (the “Applicant”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain “First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency” (the “Interlocal Agreement”), and

WHEREAS, pursuant to Section 18.6 of the Interlocal Agreement, an applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement;

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the Residential Development, the number of Residential Units that will be created, a phasing schedule (if applicable), a map demonstrating land use and zoning classifications for the Applicant’s property, as well as all other information required pursuant to Section 18.5 of the Interlocal Agreement, to the County; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land located in County Commission District Four in Orange County, Florida, as more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), the location of which is illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Property is subject to and benefitted by that certain School Mitigation Agreement for Capacity Enhancement by and between the School Board of Orange County, Florida, and Boggy Creek, LLP, dated effective on November 14, 2006, and recorded on January 10, 2007, in the Public Records of Orange County, Florida as Document #20070022743 ("CEA 06-023-05") which determined that 11 single-family residential units were vested from Capacity Enhancement and 400 residential units, irrespective of type of unit, were New Units, and which required Capacity Enhancement Mitigation for the New Units; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the County (CEL-22-02-018) in connection with a proposal to obtain approval for a Site Plan in order to develop one hundred eighty-eight (188) townhome and three hundred ninety-six (396) multi-family Residential Units on the Property (the "Project") and the County has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, the School Board has reviewed and evaluated the Applicant's School Concurrency Determination Application and Development Analysis as required by Section 18.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the high school level to serve the new multi-family and townhome Residential Units within the School Concurrency Service Areas for the Project or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed new Residential Units will either create or worsen school overcrowding in the applicable School Concurrency Service Areas; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and County to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, 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, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination Application and is intended to satisfy the requirements of Florida law and the Orange County Code.

4. PROPORTIONATE SHARE MITIGATION. The Parties hereby agree that the Applicant shall provide Proportionate Share Mitigation in order to meet the demand for School Capacity created by the Project and to provide additional capacity for fifteen (15) high school students, as follows, in accordance with Section 19.2 of the Interlocal Agreement:

Payment in the amount of FOUR HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND 00/100 DOLLARS (\$418,578.00) to cover the Proportionate Share Mitigation associated with providing the necessary capacity to complete the Project (the "Proportionate Share") to the School Board. Such payment shall be due and payable prior to the time the plat or, if a plat is not required, a vertical Building Permit for the Property is approved and has been calculated in accordance with the formula found in Section 19.2 of the Interlocal Agreement. To the extent the Applicant's proposed Residential Development is subject to a Capacity Enhancement Agreement, any capacity enhancement mitigation paid pursuant to such agreement was applied as a credit to the Proportionate Share Mitigation required for the Project. Such credit was subtracted from the total Proportionate Share Mitigation required pursuant to the Interlocal Agreement and is reflected in the Proportionate Share required in this Section 4.

5. USE OF PROPORTIONATE SHARE. The School Board shall direct the Proportionate Share to a School Capacity improvement identified in the capital improvement schedule in the five (5) year district work plan of the School Board's District Facilities Work Program which satisfies the demands from the proposed Residential Development. If such a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to its District Facilities Work Program to mitigate the impacts from the Project, as provided in Section 19.6 of the Interlocal Agreement.

6. IMPACT FEE CREDIT. The Proportionate Share paid pursuant to this Agreement shall be credited against the School Impact Fee on a dollar for dollar basis at fair market value.

Upon payment of the Proportionate Share, the School Board shall notify the County of the amount received pursuant to Section 4 of this Agreement, and shall request a School Impact Fee credit account in such amount. Applicant shall not be entitled to a credit or refund for any portion of the Proportionate Share Mitigation in excess of the Impact Fee Credit Amount.

In the event that the School Impact Fees prepaid by the Applicant, pursuant to CEA 06-023-05 exceed the School Impact Fees due pursuant to the School Impact Fee Ordinance, Applicant may request that the excess School Impact Fees be transferred to another project within the same School Concurrency Service Area where the Project is located.

7. ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION. Upon final execution of this Agreement by all Parties hereto, the School Board shall issue a School

Concurrency Recommendation documenting that School Capacity will be available for the Project. This recommendation may be used by the County to issue a Capacity Encumbrance Letter in accordance with Section 18.7 of the Interlocal Agreement.

8. SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION. Within twenty-one (21) days of the Effective Date of this Agreement (as defined in Section 24 below), and upon payment of any applicable administrative fees, County shall issue to the Applicant a Capacity Encumbrance Letter sufficient to encumber school capacity for the Project.

At such time as Applicant has paid the Proportionate Share, prepaid the School Impact Fees further described in Section 6 of this Agreement and paid the applicable installment(s) of the School Capacity Reservation Fee described in Section 9 below, School Capacity shall be reserved for the total units in the Project as reflected on the application; provided, however, the Applicant shall be required to apply for and obtain a School Capacity Reservation Certificate ("SCRC") prior to the expiration of the Capacity Encumbrance Letter and provided further if the Applicant fails to make any of the required School Capacity Reservation Fee payments described in Paragraph 9 below or if this Agreement is terminated, such reserved School Capacity shall lapse and be returned to the applicable capacity bank. Applicant may utilize funds available in any School Impact Fee Credit account set up as a result of this Agreement to pay said School Capacity Reservation Fees.

9. CAPACITY RESERVATION FEE. In order to reserve capacity for the total units in the Project and in order to receive a SCRC, prior to expiration of Applicant's Capacity Encumbrance Letter, Applicant shall be required to pay a School Capacity Reservation Fee for the Project in accordance with Section 30-599 of the Orange County Code, as may be amended from time to time, which School Capacity Reservation Fee may be paid with any School Impact Fee Credit account set up as a result of this Agreement. As of the date of this Agreement, the total School Capacity Reservation Fees for the Project are estimated to be FOUR MILLION THREE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED THIRTY-SIX AND 00/100 DOLLARS (\$4,328,736.00) and are anticipated to be paid in accordance with the schedule below. However, Applicant shall be obligated to pay the School Capacity Reservation Fees at the rates in effect at the time Applicant applies for the SCRC for the Project and in accordance with the schedule contained within the SCRC at the time of issuance.

- a. Prior to plat approval and upon application for a SCRC:  
\$1,442,912.00; and
- b. 12 months from date of SCRC:  
\$1,442,912.00; and
- c. 24 months from date of SCRC:  
\$1,422,912.00 (the remaining balance of the SCRC fees).

Notwithstanding the schedule provided by this Section, Applicant may prepay any or all of the School Capacity Reservation Fees in advance. School Capacity Reservation Fees paid pursuant to this Agreement shall be credited towards School Impact Fees as provided in Section 30-599 of the County Code, as may be amended from time to time. In the event Applicant has an

established pre-paid School Impact Fee Credit Account, the School Capacity Reservation Fees may be paid from such School Impact Fee Credit Account.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the County and the School Board agree to an extension of the Applicant's Certificate of School Concurrency:

a. The Applicable Local Government does not approve the Site Plan within one hundred eighty (180) days from approval of the Site Plan by the County's Development Review Committee or, if approval by the Board of County Commissioners is not required, within one hundred eighty (180) days from final submittal of a legally sufficient application. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant by the School Board.

b. The Applicant fails to proceed in good faith in a diligent and timely manner and secure at least one Building Permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the Site Plan. The School Board, in consultation with County, shall determine whether the Applicant has proceeded in good faith in a diligent and timely manner. In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee assuming all other applicable conditions are met. The School Board delegates to the Superintendent, or designee, and the County delegates to the Director of the Planning, Environmental, and Development Services Department, or designee, the authority to determine whether the Applicant has proceeded in good faith in a diligent and timely manner.

11. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

12. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: School Board of Orange County, Florida  
Attn: Superintendent  
445 West Amelia Street  
Orlando, Florida 32801

With a Copy to: Orange County Public Schools  
Attn: Facilities Planning Department

6501 Magic Way, Building 200  
Orlando, Florida 32809

Owner/Applicant: Adventist Health System/Sunbelt, Inc.  
Attn: Tim Burrill  
1919 North Orange Avenue, Suite D  
Orlando, FL 32804

County: Orange County Planning, Environmental, and Development Services  
Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

13. 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.

14. 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.

15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

16. AMENDMENTS. No modification, amendment, or alteration to the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

17. ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant 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; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the receipt by the other parties hereto of 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 Applicant's obligations with regard to 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.

The foregoing notwithstanding, the County and School Board acknowledge that Applicant intends to assign its rights, obligations, and responsibilities under this Agreement to DHIC – NONA WEST, LLC, or an affiliate of DHIC – NONA WEST, LLC, (in either case, "DHC"). With the exception of any capacity reserved for the Property, which continues to require prior written consent, the County and School Board hereby consent to such assignment to DHIC on the condition that DHIC acquires the Property and, upon acquisition of the Property, assumes said rights, obligations, and responsibilities of the Applicant via the execution of a Joinder and Consent



in substantially the same form as Exhibit “C,” hereto, and a copy of such Joinder and Consent is delivered to the School Board and County within ten (10) days of its execution.

18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

19. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant’s expense, within fourteen (14) days after the Effective Date, in the Public Records of Orange County, Florida.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

21. 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 the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

23. ATTORNEY’S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

24. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the “Effective Date”).

***Signatures on Following Page***





“APPLICANT”

Signed and sealed in the presence of:

Adventist Health System/Sunbelt, Inc.

*Elizabeth Baez*  
Print Name: Elizabeth Baez

By: *T. Burrill*

Print Name: Tim Burrill

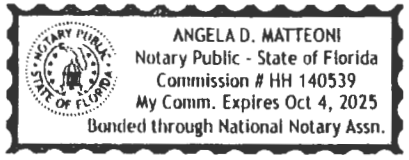
*Iris Bouyett*  
Print Name: Iris Bouyett

Title: Senior Vice President - AdventHealth Orlando

Date: 1.9.2023

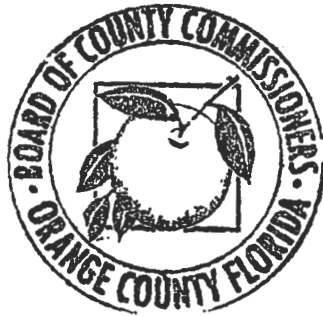
STATE OF FLORIDA        )  
  ) s.s.:  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization, this 9 day of January, 2023 by Tim Burrill as Senior Vice President of AdventHealth Orlando, on behalf of the organization. He is personally known to me or has produced n/a (type of identification) as identification.



AFFIX NOTARY STAMP

*Angela D. Matteoni*  
NOTARY PUBLIC OF FLORIDA  
Print Name: Angela D. Matteoni  
Commission No.: HH 140539  
Expires: 10.04.2025



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings  
Orange County Mayor

Date: February 7, 2023

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*

Deputy Clerk

### **Exhibit "A" – Legal Description of Project**

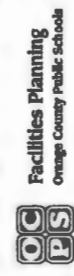
S1/2 OF NE1/4 (LESS BEG AT NE COR OF SE1/4 OF NE1/4 RUN W 1106.64 FT S 17.5 FT SELY 1143.49 FT TO A PT 279.71 FT S OF POB N TO POB) & BEG AT E1/4 COR RUN S 509.12 FT W 1045.68 FT S 6 FT W 270 FT S 382.8 FT W 1317.84 FT N TO NW COR OF SE1/4 E TO POB (LESS 30 FT RD R/W ON E) & (LESS PART ON E TAKEN FOR R/W PER 9711/8562) & (LESS COMM AT NW COR OF SE1/4 TH S0-19-4E 899.03 FT TH S89-54-36E 1177.57 FT TO POB TH N0-38-28W 25 FT TH S89-54-36E 100 FT TH S0-38-28E 25 FT TH N89-54-36W 100 FT TO POB PER DOC 20210550398) IN SEC 33-24-30

## Exhibit "B"-Location Map



**Schools**  
 ES: Wyndham  
 MS: South Creek  
 HS: Cypress Creek

**Jurisdiction: Orange County**  
 School Board Dist.: # 3  
 Parcel ID: 33-24-30-0000-00-021  
 Acreage: +/- 114.89 ac



**Facilities Planning**  
 Orange County Public Schools



**Exhibit "C"**

**FORM OF JOINDER AND CONSENT**

DHIC – NONA WEST, LLC, a Delaware limited liability company ("DHIC"), hereby joins in and consents to the above School Concurrency Mitigation Agreement, School Board Application Number OC-22-023, Project Name: Nona West (Phase 2) (the "Agreement"), for itself and on behalf of any affiliate of DHIC that receives an assignment of the Agreement, and hereby agrees, upon acquisition of the Project, to assume all rights and obligations of Applicant thereunder and further agrees to comply with the conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicants' obligations under the Agreement.

WITNESSES:

**DHIC – NONA WEST, LLC**, a Delaware limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the organization.

He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC OF FLORIDA

Print Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Expires: \_\_\_\_\_

AFFIX NOTARY STAMP