

AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A TEN-YEAR AGREEMENT WITH INVEST ATLANTA WHEREBY THE CITY WILL LEASE FROM INVEST ATLANTA THE BELTLINE EASTSIDE CORRIDOR, WHICH CONTAINS OR WILL CONTAIN THREE MULTI-USE TRAILS; AND DECLARING THAT THE PROPERTY ABUTTING THE THREE MUTLI-USE TRAILS IS NOT DEDICATED IN PERPETUITY AS RECREATION PROPERTY; AND FOR OTHER PURPOSES.

Review List:

George Dusenbury	Completed	08/20/2013 10:02 AM
Mariangela Corales	Completed	08/20/2013 10:16 AM
Mayor's Office	Completed	08/20/2013 12:24 PM
Office of Research and Policy Analysis	Completed	08/20/2013 3:29 PM
Community Development & Human Resources Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY – BLUE BACK

**AN ORDINANCE
BY COMMUNITY DEVELOPMENT & HUMAN RESOURCES COMMITTEE**

AN ORDINANCE BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A TEN-YEAR AGREEMENT WITH INVEST ATLANTA WHEREBY THE CITY WILL LEASE FROM INVEST ATLANTA THE BELTLINE EASTSIDE CORRIDOR, WHICH CONTAINS OR WILL CONTAIN THREE MULTI-USE TRAILS; AND DECLARING THAT THE PROPERTY ABUTTING THE THREE MUTLI-USE TRAILS IS NOT DEDICATED IN PERPETUITY AS RECREATION PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Development Authority, doing business as Invest Atlanta (“*Invest Atlanta*”), was duly created and is existing under and by virtue of the Constitution and laws of the State of Georgia and activating legislation of the City of Atlanta (the “City”); and

WHEREAS, pursuant to the Redevelopment Powers Law, O.C.G.A. § 36-44-1 *et seq.* and Atlanta Ordinance 05-O-1733, Invest Atlanta was designated as the redevelopment agency with respect to the City’s Tax Allocation District Number Six - Atlanta BeltLine; and

WHEREAS, the Atlanta BeltLine (“*Atlanta BeltLine*”) will be a twenty-two mile corridor encircling the City that contains public parks, multi-use trails and public transit; and

WHEREAS, one of the major components of the Atlanta BeltLine project is the design, creation and development of numerous new or reconfigured multi-use trails; and

WHEREAS, Invest Atlanta owns certain real property known as the Atlanta BeltLine Eastside Corridor, which is located in the City within Fulton County. This Corridor contains or will contain three multi-use trails (each of them individually, “*Trail*”; more than one Trail, the “*Trails*”; the three Trails collectively, the “*Property*”); and

WHEREAS, the location of the Property, including the specific location of each of the three Trails, is shown on Exhibit “A” which is attached hereto and incorporated herein by reference; and

WHEREAS, currently, Invest Atlanta has completed construction of one of the three Trails, namely the “Eastside Trail”, and is constructing the two other Trails, namely the “Northeast Hiking Trail” and the “Southwest Hiking Trail”; and

WHEREAS, by leasing the Property, the City can manage and maintain the Trails as part of its established park system, can implement park rules thereon, and can utilize the Atlanta Police Department to patrol the area; and

WHEREAS, Exhibit “B” (attached hereto and incorporated herein by reference) depicts land owned by Invest Atlanta that abuts the Property (the “*Abutting Land*”), and which is not and will not be part of the multi-use trails. It is anticipated that the Abutting Land will become part of a transit and/or right-of-way system; and

WHEREAS, by leasing the Abutting Land, the City can manage and maintain it for temporary recreational use, with the agreement that the Abutting Land may be used in the future for transit and/or right-of-way purposes, and that recreational use will cease immediately to accommodate such use (or the preparation therefor) when Invest Atlanta and/or the City so direct; and

WHEREAS, it is in the best interest of the City to lease the Property and Abutting Land from Invest Atlanta pursuant to the terms described below.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY
ORDAINS:

SECTION 1: The Mayor, on behalf of the City, is hereby authorized to enter a Lease Agreement (the “Lease”) with Atlanta Beltline, Inc. for the Property and the Abutting Land (collectively, the “Premises”), including all of the improvements located on the Premises now or in the future, provided that the Lease is substantially similar to the agreement attached hereto as Exhibit “C” and that its material terms include without limitation the following:

- 1) The Lease shall have an initial term of ten years. It shall contain two five-year renewal options that may be exercised upon mutual agreement of Invest Atlanta and the City.
- 2) Invest Atlanta shall remain responsible for constructing the Northeast Hiking Trail and the Southwest Hiking Trail at no cost to the City.
- 3) The City shall be responsible for the management and maintenance responsibilities for the Eastside Trail and the Abutting Land thereto.
- 4) Invest Atlanta shall be responsible for the management and maintenance responsibilities of the Northeast Hiking Trail and its Abutting Land until it completes construction of the Northeast Hiking Trail, at which time the City will assume the management and maintenance responsibilities of said Trail and its abutting Land.
- 5) Invest Atlanta shall be responsible for the management and maintenance responsibilities of the Southwest Hiking Trail and its Abutting Land until it completes construction of the Southwest Hiking Trail, at which time the City will assume the management and maintenance responsibilities of said Trail and its abutting Land.
- 6) The Premises shall be subject to the City’s ordinances and all other applicable laws. The City may enforce said ordinances and laws on the entire Premises, including without limitation on the Northeast Hiking Trail and Southwest Hiking Trail prior to completion of their construction.
- 7) The City shall owe no rent in exchange for lease of the Premises. In lieu of rent, the City shall perform the management and maintenance responsibilities set forth in the Lease.

SECTION 2: The City shall use the Property solely as a public multi-use trail and for other recreational purposes consistent therewith. It shall also allow Invest Atlanta to use the Property for the purposes described in the Lease and also reflected in Exhibit C.

SECTION 3: The Abutting Land shall not be deemed part of the multi-use Trails. The Abutting Land is not dedicated as recreation property or as property that will be open to the public in perpetuity for park and recreation purposes. The City may allow the Abutting Land to be used by the public for recreational purposes, but said recreational use shall be consistent with the generally acceptable use of open space *adjacent* to a trail. It is hereby acknowledged that Invest Atlanta reserves the right to utilize the Abutting Land for transit and/or right-of-way purposes in the future.

SECTION 4. The City Attorney or her designee is hereby directed to prepare the Lease for execution by the Mayor.

SECTION 5. The Lease shall not become binding on the City, and the City shall incur no liability upon the same until the Lease has been executed by the Mayor and attested to by the Municipal Clerk.

SECTION 6. All other ordinances and resolutions in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of the conflict.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Trina Horton

Contact Number: (404) 546-6795

Originating Department: Parks and Recreation

Committee(s) of Purview: Community Development/Human Resources

Chief of Staff Deadline: August 9, 2013

Anticipated Committee Meeting Date(s): August 27, 2013/September 10, 2013

Anticipated Full Council Date: September 16, 2013

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: N/A

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO A TEN-YEAR AGREEMENT WITH INVEST ATLANTA WHEREBY THE CITY WILL LEASE FROM INVEST ATLANTA THE BELTLINE EASTSIDE CORRIDOR, WHICH CONTAINS OR WILL CONTAIN THREE MULTI-USE TRAILS; AND DECLARING THAT THE PROPERTY ABUTTING THE THREE MUTLI-USE TRAILS IS NOT DEDICATED IN PERPETUITY AS RECREATION PROPERTY; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: _____
(date)

Reviewed by: _____
(date)

Submitted to Council: _____ (date)

Attachment: Atlanta Beltline Attachments (13-O-1244 : An Ordinance entering a 10 yr lease agreement with Invest Atl. for the Beltline Eastside

STATE OF GEORGIA

COUNTY OF FULTON

ATLANTA BELTLINE CORRIDOR

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**") is made as of the ___ day of August, 2013, by and between THE ATLANTA DEVELOPMENT AUTHORITY, doing business as INVEST ATLANTA ("**Invest Atlanta**" or "**Lessor**"), a Georgia public body corporate and politic whose principal place of business is 133 Peachtree Street, NE, Suite 2900, Atlanta, Georgia 30303, and THE CITY OF ATLANTA ("**City**" or "**Lessee**"), a political subdivision of the State of Georgia (collectively the "**Parties**").

WITNESSETH:

WHEREAS, pursuant to the Redevelopment Powers Law, O.C.G.A. § 36-44-1 *et seq.* and Atlanta Ordinance 05-O-1733, the Atlanta Development Authority was designated as the redevelopment agency with respect to the City's Tax Allocation District Number Six – Atlanta BeltLine; and

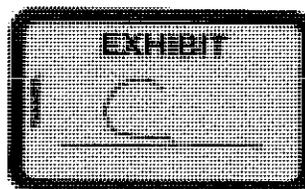
WHEREAS, the Atlanta BeltLine ("**Atlanta BeltLine**") will be a twenty-two mile corridor encircling the City that contains public parks, multi-use trails and public transit; and

WHEREAS, one of the major components of the Atlanta BeltLine project is the design, creation and development of numerous new or reconfigured multi-use trails; and

WHEREAS, Lessor owns certain real property known as the Atlanta BeltLine Eastside Corridor located in the City of Atlanta, Fulton County, Georgia. This Corridor contains three multi-use trails (each of them individually, "**Trail**", or more than one Trail, the "**Trails**"). At the time of entering this Agreement, Lessor has completed construction of one Trail, namely the "Eastside Trail", and is constructing two additional Trails, namely the "Northeast Hiking Trail" and the "Southwest Hiking Trail" (the three Trails collectively shown on **Exhibit "A"** which is attached hereto and incorporated herein by reference, and hereinafter referred to as the "**Property**"). In addition, the specific location of each of the three Trails is demarcated on Exhibit A); and

WHEREAS, the Parties desire that the City lease the Property from Invest Atlanta and assume all management and maintenance responsibility therefor; and

WHEREAS, **Exhibit "B"** depicts land owned by Invest Atlanta that abuts the Property (the "**Abutting Land**"), and which is not part of the multi-use trail. It is anticipated that the Abutting Land will become part of a transit and/or right-of-way system. The Parties desire that the City lease the Abutting Land, and manage and maintain it for temporary recreational use, with the agreement that the Abutting Land is dedicated for transit and/or right-of-way purposes



only, and that recreational use will cease immediately when Invest Atlanta and/or the City so directs.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and the acts to be performed by the Parties, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and Invest Atlanta, intending to be legally bound, do hereby covenant and agree as follows:

1. Grant of Lease. Invest Atlanta hereby leases the Property and the Abutting Land (collectively the "*Leased Premises*" or "*Premises*"), including all of the improvements located on the Leased Premises now or in the future, to the City, and the City hereby accepts the lease of the Premises, including all of the improvements located thereon now or in the future, from Invest Atlanta, all pursuant to the terms set forth in this Agreement.

2. Use of Property.

a. Multi-use Trail. The City shall use the Property solely as a public multi-use trail and for other recreational purposes consistent therewith.

b. Activities and Events. Invest Atlanta hereby retains the right to use the Property for any activity or event sponsored by Invest Atlanta, Atlanta BeltLine, Inc. and/or Atlanta BeltLine Partnership consistent with the terms set forth below in this subsection. For purposes of this Agreement, "sponsored" means that the event or activity is executed entirely by one of the three entities and/or their contractors and/or consultants, and is fully financed by one of the three entities and/or their contractors and/or consultants.

i. Invest Atlanta, Atlanta BeltLine, Inc. and Atlanta BeltLine Partnership must comply with Atlanta Code of Ordinances Chapter 142 (the City's Outdoor Events Ordinance) regarding the activities and events, except as set forth in subsection (ii) immediately below.

ii. As a material term of this Agreement, the City will waive all Outdoor Event Application Fees and Permit Fees required by Atlanta Code of Ordinances Chapter 142 for events and activities located solely on the Premises that are sponsored by Invest Atlanta, Atlanta BeltLine, Inc. and/or Atlanta BeltLine Partnership.

c. Public Art. Invest Atlanta and/or its agent Atlanta BeltLine, Inc., in coordination with the City's Public Art program, shall be permitted to place art installations on the Property provided that the installations are approved by the Public Art program, Invest Atlanta and the Commissioner of the Department of Parks and Recreation ("Commissioner").

3. Use of Abutting Land. The Abutting Land shall not be deemed part of the multi-use Trails. The City may allow the Abutting Land to be used by the public for recreational purposes only, but said recreational use shall be consistent with the generally acceptable use of open space *adjacent* to a trail. The Abutting Land is dedicated for transit and/or right-of-way use, not recreational use.

4. Use of the Premises.

- a. Landscaping. Invest Atlanta and/or Atlanta BeltLine, Inc. may perform landscaping work on the Premises (“**Landscaping**”). Landscaping plans shall be submitted to the Commissioner for approval, and said approval shall not be unreasonably denied, withheld, conditioned or delayed.
- b. Utility Vault. A utility vault (the “**Vault**”) is located underground, below the Premises. The Premises does not include the Vault and the City has no lease rights regarding the Vault. Invest Atlanta or Atlanta BeltLine Inc., at no cost to the City, may access the Vault from the Premises, and may install and repair utilities therein (any work that involves access to the Vault, hereinafter a “**Vault Project**”). The City will not be responsible for any cleanup or repairs arising from a Vault Project.
- i. Upon completion of each Vault Project, Invest Atlanta shall restore the impacted area of the Premises to the condition it was in immediately prior to the Vault Project’s commencement, unless otherwise agreed upon in writing by the Commissioner.
- ii. Where a Vault Project or any portion thereof occurs on the Improved Premises, Invest Atlanta shall coordinate the timing of the Project with the Commissioner to prevent interference with a permitted outdoor event and minimize disruption of other public use.
- iii. The City’s repair and maintenance responsibilities shall cease temporarily for any portion of the Improved Premises that is disturbed by a Vault Project. The City’s responsibilities shall cease when the Vault Project’s on-site work begins, and shall restart upon the Commissioner’s written finding that the site has been restored as required by this Agreement. The Commissioner’s finding of proper restoration shall not be unreasonably denied, withheld, conditioned or delayed. Invest Atlanta shall assume the maintenance and repair responsibilities that are temporarily discontinued by the City until the City’s responsibilities are restarted as described herein, except to the extent that a repair need is caused by the intentional misconduct or negligence of the City, including its officials and employees.
- c. Construction. The three multi-use Trails located on the Premises are or will be concrete. When a Trail’s concrete construction work is completed, the Trail shall thereafter be deemed “**Improved**” (“**Improved Premises**”, meaning the Improved Trail plus the Abutting Land that is adjacent to said Improved Trail; all other portions of the Premises, the “**Unimproved Premises**”). At the time of entering this Agreement, the only Improved Trail on the Premises is the Eastside Trail. During the Term of this Agreement, the Parties may attach hereto a letter signed by both Invest Atlanta and the Commissioner agreeing that the Northeast Hiking Trail and/or the Southwest Hiking Trail has become Improved. Upon the attachment of the letter, the Improved Trail plus the Abutting Land adjacent thereto shall be designated and deemed Improved Premises; no formal amendment to this Agreement shall be required to make the designation.

- i. Invest Atlanta and/or Atlanta BeltLine, Inc., shall be permitted to access and use the Premises for construction of the Northeast Hiking Trail and the Southwest Hiking Trail (“*Trail Construction*”). The City shall have no responsibility for the Trail Construction, and the Trail Construction shall be performed without any cost or expense to the City.
- ii. Invest Atlanta shall use commercially reasonable efforts to perform Trail Construction in a manner that does not interfere with the public’s use of the Improved Premises. If Invest Atlanta anticipates that the Trail Construction may interfere with use of the Improved Premises, it will notify the Commissioner as early as practicable and will coordinate timing and other details with her/him to avoid conflicting with permitted events and minimize other potential interference.

d. Liability.

- i. Invest Atlanta hereby agrees to indemnify, defend, and hold harmless the City of Atlanta, including its officials, employees and agents from and against any and all claims (including without limitation attorneys’ fees and costs), suits, causes of action of any kind, damages, losses or expenses, (collectively the “*Damages*”) whether arising before or after the termination of this Agreement, arising from the negligence or intentional misconduct of Invest Atlanta, including its officers and employees, and/or Invest Atlanta’s agents, contractors, subcontractors, or of anyone acting under its direction or control or on its behalf in connection with or incidental to a Vault Project, except to the extent that the Damages are caused by the negligence or intentional conduct of an indemnified person or entity.
 - ii. The City shall not be liable or responsible for any loss, expense or other Damages that Invest Atlanta, its officers, employees, agents, contractors and subcontractors, may sustain or incur arising from Landscaping, the Vault or the Trail Construction, except to the extent that the Damages are caused by the negligence or intentional conduct of an indemnified person or entity described in subsection i immediately above.
 - iii. Invest Atlanta shall maintain general liability insurance in the amount of \$2,000,000 bodily injury and property damage combined single limit, regarding all Landscaping, Vault and Trail Construction work performed by or on behalf of Invest Atlanta, including without limitation by its agents, employees, volunteers, contractors and subcontractors. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the certificate of insurance with an attached Additional Insured Endorsement.
- e. Neither this Agreement, nor this Section 4 specifically, shall waive Invest Atlanta’s, Atlanta Beltline, Inc.’s or the City’s right to be indemnified, defended and/or held harmless by contractors and/or subcontractors, the officers, agents or employees of those companies, or anyone else performing work at or related to the Premises.

5. Term. The Term of this Agreement shall commence on the date that it is executed, as set forth in the first paragraph hereinabove, and shall continue for ten years. Upon mutual agreement of the Parties, the Parties may renew the Agreement for two additional five-year terms.

- a. Where Invest Atlanta reasonably determines that use of the Abutting Land pursuant to this Agreement interferes or conflicts with the use of the Abutting Land for the creation, development, construction, operation, maintenance, repair, improvement, and/or expansion of a transit system and/or right-of-way, Invest Atlanta shall notify the City in writing and provide the City with thirty (30) days to cure the interference or conflict. Invest Atlanta may terminate this Agreement by providing the City with at least seven days written notice of the termination if: 1) the City fails to cure the interference/conflict within thirty (30) days after receipt of such written notice; or 2) the interference/conflict cannot be cured within said thirty (30) day period, and the City fails to commence such cure within that period and thereafter diligently pursue the same to completion.
- b. In addition to the rights set forth in Paragraph 4(a) above, where Invest Atlanta reasonably determines that use of the Abutting Land pursuant to this Agreement interferes or conflicts with the use of the Abutting Land for the creation, development, construction, operation, maintenance, repair, improvement, and/or expansion of a transit system and/or right-of-way, and upon agreement of both Parties, this Agreement may be amended so that it pertains to the Property only, and not to the Abutting Land.
- c. Either Party may terminate this Agreement with or without cause at any time prior to the Agreement's expiration by giving written notice to the other Party at least sixty (60) days prior to the date such termination is to be effective, and such termination shall be at no cost to either of the Parties.
- d. Upon termination of the Agreement, the City agrees to return the Premises to Invest Atlanta in a neat and orderly condition. At Invest Atlanta's request, the City shall, at no cost to Invest Atlanta, remove any raised beds, stones or other structures or improvements placed on the Premises by or at the direction of the City.

6. Operation and Maintenance of Property.

- a. The City shall be responsible for operating the Premises, including without limitation establishing and enforcing rules for the Premises.
- b. The City shall be responsible for all necessary repairs and maintenance regarding the Improved Premises, except to the extent that the need for the repair or maintenance arises from the negligence or intentional misconduct of Invest Atlanta, including without limitation its officials, employees and agents.
- c. Invest Atlanta shall be responsible for all necessary repairs and maintenance regarding the Unimproved Premises, except to the extent that the need for the repair

or maintenance arises from the negligence or intentional misconduct of the City, including without limitation its officials, employees and agents

- d. If and when either Party uses fertilizer, herbicides and/or pesticides on the Premises, said items must be organic to the extent that they are effective.
- e. The City's maintenance obligation shall include scheduled garbage collection for the Improved Premises consistent with the City's garbage collection schedule for City parks. When Invest Atlanta, Atlanta BeltLine, Inc. and/or Atlanta BeltLine Partnership sponsors an activity or event, as described in section 2(b) above, Invest Atlanta shall be responsible for the collection of garbage from said activity or event.
- f. The City shall have the right to install new lighting and repair existing lighting on the Premises.
- g. The City shall pay all utility costs for and shall repair and maintain all utilities and lighting on the Premises. Lessor shall have no liability for any interruptions in utility service thereto except to the extent that the interruption is caused by Invest Atlanta, including without limitation its officials, employees and agents.

7. Rent. The City shall owe no rent in exchange for lease of the Premises. In lieu of rent, the City shall perform the responsibilities set forth in this Agreement.

8. Assignment and Sublease. The City may not assign or sublease the Premises without the prior written approval of Invest Atlanta, and such approval shall not to be unreasonably denied, withheld, conditioned or delayed.

9. Modifications. The City agrees that it will not make any material modifications, improvements, alterations or additions to the Premises without the consent of Invest Atlanta, and such consent shall not be unreasonably denied, withheld, conditioned or delayed.

10. Signs. The City may install signage on the Premises that is substantially similar to the image set forth on Exhibit "C" which is attached hereto and incorporated herein by reference. The Parties may modify the sign's content upon mutual consent of Invest Atlanta and the Commissioner, and shall attach a new Exhibit C hereto. The modification of Exhibit C shall not constitute or require a formal amendment to this Agreement.

11. Personal Injury, Damage and Loss. Invest Atlanta shall have no responsibility or liability to the City in the event of personal injury occurring on the Improved Premises, damage to personal property located on the Improved Premises, theft of personal property from the Improved Premises, and/or damage to the Improved Premises, regardless of whether caused by a third party, by fire or other casualty or by any other cause whatsoever, except to the extent that such injury, damage and/or theft arises from the negligence or intentional misconduct of Invest Atlanta, including without limitation its officers, employees and agents. Invest Atlanta shall have no responsibility to insure the Improved Premises against any injury, loss or damage however occasioned.

12. Entire Agreement. This Lease Agreement contains the entire and integrated agreement of the Parties and may be amended only by written instrument which is approved by both Parties, except as otherwise established herein. No representations or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the year and day first above written.

ATTEST:

CITY OF ATLANTA:

Municipal Clerk (Seal)

KASIM REED, MAYOR

RECOMMENDED:

RECOMMENDED:

George Dusenbury
Commissioner,
Department of Parks, Recreation,
and Cultural Affairs

Richard Mendoza
Commissioner,
Department of Public Works

APPROVED AS TO FORM:

APPROVED:

Robin Joy Shahar
Chief Counsel

Adam Smith
Chief Procurement Officer

ATTEST:
Sworn to and subscribed
Before me this ____ day
of _____, 2013.

THE ATLANTA DEVELOPMENT
AUTHORITY, d/b/a INVEST ATLANTA

Notary Public

BRIAN MCGOWAN, PRESIDENT/CEO

My Commission Expires
[NOTARY SEAL]