PCA 82-L-030-9
RZ 1996-L-034
Silver Lake, Inc.
April 29, 1997

PROFFERS

Pursuant to Section 15.1-491(a) of the 1950 Code of Virginia, as amended, the undersigned Applicant and owners proffer to develop the subject property in accordance with the following conditions provided the Board of Supervisors rezones the subject property in RZ 1996-L-034 to the PDH-8 Zoning District as proffered and approves PCA 82-L-030-9 as proffered. For the purpose of these proffers, the term "Applicant" refers to Silver Lake, Inc., its successors or assigns.

1. **Conceptual Development Plan/Conceptual Development Plan Amendment/ Final Development Plan**. Subject to the provisions of Section 16-403 of the Zoning Ordinance, development of the subject property, i.e. the property which is the subject of PCA 82-L-030-9, FDP 82-L-030-7, RZ 1996-L-034 and FDP 1996-L-034, containing a total of 25.58 acres, shall be in conformance with the plan entitled "Conceptual Development Plan/Conceptual Development Plan Amendment/Final Development Plan" ("CDP/CDPA/FDP"), prepared by Dewberry & Davis, revised as of April 29, 1997. The FDPs referenced herein cover only a portion of the subject property as depicted on the CDP/CDPA/FDP.

2. **Final Development Plan Amendment**. Notwithstanding, the CDP/CDPA/FDP is presented on one sheet and said CDP/CDPA/FDP is the subject of Proffer 2 above. The CDP/CDPA portion of the plan shall constitute the entire plan relative to the uses, points of access, the total number of and general location of residential and non-residential buildings and the common open space areas. The Applicant shall have the option to request Final Development Plan Amendments ("FDPA") from the Planning Commission for portions of the plan in accordance with the provisions set forth in Section 16-402 of the Zoning Ordinance.

3. **Previous Proffers**. A 22.76-acre portion of the application property described on the CDP/CDPA/FDP filed herein is a part of PCA 82-L-030-2. The proffer of development conditions in that case were contained in the Proffer Statement revised October 18, 1984 (the "Previous Proffers"). Insofar as they relate to the 22.76-acre parcel described herein, proffer numbers 26, 30, 32, 42 and 44 of the Previous Proffers are hereby reaffirmed as specifically provided in this paragraph. The remaining proffers of that Proffer Statement, i.e. the Previous Proffers, are hereby rendered null and void as to said 22.76-acre portion of the application property. The following proffers, in addition to being applicable to the 22.76-acre

portion, are also applicable to the balance of the property included in these applications

Proffer No. 26. Stormwater management facilities shall be provided prior to construction to control siltation and to maintain water quality. Stormwater retention facilities and siltation and erosion controls shall be designed in accordance with the Public Facilities Manual as determined by the Department of Environmental Management ("DEM")

Interim temporary stormwater management facilities (siltation, erosion controls and retention/detention facilities) may be allowed prior to construction of permanent stormwater management systems. All interim temporary stormwater management systems shall be designed and constructed to provide the same sediment/silt removal efficiency and effectiveness and outfall/release rates as the permanent stormwater facilities. That is, the total of all techniques used to mitigate runoff and water quality impacts shall have a sediment removal efficiency of 80-90 percent

Proffer No. 42. Visual unification of Manchester Lakes will be accomplished through the use of common landscaping elements. The consistent use of a specified type of evergreen and flowering trees, shrubs, and ground cover will be used to define individual development bays in this multi-neighborhood development. These common landscaping elements will be used along all public streets and roads within the development. Landscaping plans will be submitted for review with final site plan submissions.

Proffer No. 44. The neighborhood entrance sign will be designed to be compatible with the old English motif used throughout Manchester Lakes as further depicted on Sheet 6 of 6 of the CDP/CDPA/FDP associated with these applications.

4 **Internal Roads - Phasing.** The spine road connecting Manchester Boulevard with Beulah Street and the north road connecting the spine road with the property line of Section 19 of Kingstowne shall be completed with basepaving and open to the public prior to issuance of any nonresidential use permit for any of the buildings on Lots A, B, C, D or E of the CDP/CDPA/FDP

Internal Roads - Construction/Maintenance.

a **Spine Road** The spine road as shown on the CDP/CDPA/FDP shall be a private street with a public ingress-egress easement to allow public vehicular access The spine road shall have a maximum seventy (70) foot easement width and a maximum fifty-two (52) foot pavement width as shown on the CDP/CDPA/FDP The spine road shall be constructed of materials and depth of pavement consistent with Section 7-502 of the Public Facilities Manual as determined by DEM.

b **Other Private Street**. The north road shall be constructed in conformance with Public Facilities Manual standard TS-5A with a minimum thirty (30) foot easement width and a minimum twenty-four (24) foot pavement width. Said north road shall be constructed of materials and depth of pavement consistent with Section 7-502 of the Public Facilities Manual

c A property owners association comprised of all property owners of the subject property shall be established. Members of this association shall be responsible for the maintenance of the private streets within the development

d. Contracts for the sale of any portion of the subject property shall disclose the obligation of each owner to share in the cost of maintaining these private roads.

6. **Traffic Signals.** The Applicant shall provide a traffic signal with a pedestrian activated signal on Manchester Boulevard at the spine road access point onto Manchester Boulevard, subject to Virginia Department of Transportation ("VDOT") approval. The Applicant shall file an application with VDOT for signal approval for this intersection at the time of site plan review. If approved by VDOT, said traffic signal shall be installed prior to the opening of the spine road to the public. If VDOT installs this traffic signal prior to the Applicant's fulfillment of this proffer, the Applicant shall reimburse VDOT for the cost of installation at the time of Applicant's site plan approval. The Applicant shall also provide a raised median with a pedestrian activated signal control on the median at this intersection to serve as a landing spot for pedestrians, provided there is sufficient area within the existing right-of-way and VDOT approval is obtained.

The Applicant shall also provide a traffic signal on Beulah Street at the spine road access point onto Beulah Street, provided VDOT approval for that traffic signal is obtained within two (2) years from the date of these proffers.

Construction Phasing. Buildings A, B, C, D and E shall not be issued non-residential use permits until the foundation is poured for the first elderly housing building in Land Bay F

8 **Interim Use of Parcel G.** Until such time as Land Bay G is ready to be developed and utilized in accordance with the CDP/CDPA/FDP approved herein, the Applicant shall provide an interim use for Parcel "G" by providing pedestrian walkways, and park benches in general conformance with the plan attached hereto as Exhibit "A" Said interim use shall be established after issuance of the residential use permit for the second building on Lot F and prior to occupancy of the fourth non-residential building of Buildings A through E

9 **Architecture.** The buildings on Lots A through E shall be architecturally treated on all sides with brick, split-faced block, dryvet or a combination thereof In addition, brick treatments for these buildings shall use colors similar to the brick used in the Festival of Manchester Lakes Shopping Center The buildings on Lots F and G shall use building materials, colors and window treatments similar to the residential mid-rise buildings in Manchester Lakes, so as to be compatible with the residential character of the Manchester Lakes Community as determined by DEM prior to Building Plan approval.

10 **Future Road Alignment.** The Applicant shall reserve an area of the site as depicted on the CDP/CDPA/FDP for future right-of-way for an interchange Upon demand by the Board of Supervisors, the Applicant shall convey said right-of-way area in fee simple to the Board of Supervisors, as generally shown on the CDP/CDPA/FDP. However, if said interchange is not funded for construction within fifteen (15) years from the date of these proffers or if said interchange is deleted from the County's Comprehensive Plan, whichever event first occurs, the Applicant's obligations under this proffer shall terminate and cease and the Applicant will be entitled to use said right-of-way area in any manner permitted by law. The Applicant shall provide a landscaped buffer within said proposed right-of-way area as shown on the CDP/CDPA/FDP as an interim use until such time as the reservation area is needed for the interchange or the reservation is terminated pursuant to the terms of this proffer. Further, every reasonable effort shall be made to preserve existing quality vegetation within the reservation area during construction of this project, including the routing of utilities to avoid damage to existing healthy trees.

11. **Van Service.** The Applicant shall provide van service to the elderly housing units. The elderly van service will be managed by the Home for the Elderly. This service will provide access to the Springfield Franconia Transit Center as well as access to medical care facilities and shopping areas in accordance with a schedule to be determined by the manager of the elderly housing facility area. Funds received

pursuant to the provisions of paragraph 9 of the proffers in PCA 82-L-030-3 and PCA 87-L-031, dated May 23, 1985, shall be utilized for this van service

12 **Pharmacy Drive-Through**. The drive-through windows on Building B shall be limited to pharmacy use only and these windows shall be clearly marked "For Pharmacy Use Only". If the pharmacy window is no longer utilized for pharmacy purposes, the use of the windows will terminate

13 **Soil Activities** The Applicant and on-site contractors and consultants will remain observant for potential sources and evidence of soil contamination, petroleum, or other hazardous substances, or groundwater contamination throughout all phases of the site development including initial earthwork grading operations, utility installation, roadway and parking lot construction, and foundation wall backfilling operations. Should such observations reveal the presence of suspicious materials (i.e., discolored water or soil, odors indicative of the presence of petroleum hydrocarbons, or other contamination or potentially hazardous buried debris), then the Applicant and on-site contractors and consultants shall investigate such occurrences and report findings to the Virginia Department of Environmental Quality ("DEQ") and to DEM. All earthwork and construction activities within the affected areas shall cease immediately and shall not resume until the Applicant demonstrates, to the satisfaction of DEM in coordination with the Health Department, Fire and Rescue Department, that continuation of construction will not result in any short term or long term adverse health or environmental impacts. DEM may consult with appropriate state and/or federal agencies prior to authorizing a resumption of construction activities. Written information on this matter will be provided to all construction crews and field workers by providing a copy of this condition with all building contracts.

a. The Applicant shall hire a qualified environmental professional to evaluate contamination encountered during construction and grading on the property. The environmental professional shall have experience in evaluating petroleum contaminated sites and in performing risk assessments. Prior to approval of a preliminary subdivision plan, the Applicant will provide DEM with the name and qualifications of the environmental professional. At the completion of earthwork grading operations, utility installation, roadway and parking lot construction, and other facilities construction, but before building construction, the Applicant shall provide an inspection report prepared by the environmental professional to DEM regarding findings of environmental contamination, if any. Subsequently, at the completion of building construction, foundation wall backfilling operations, and final site grading, the Applicant shall provide an inspection report prepared by the environmental professional to DEM regarding findings of environmental contamination, if any

b In order to ensure the long term viability of all structures, roads, walkways, parking areas, stormwater management facilities, recreational areas, and utilities constructed within the area that has been subject to filling, the Applicant shall, as part of the site plan submission, submit a geotechnical engineering study to DEM. As determined by DEM, the geotechnical engineering study may be referred to the Geotechnical Review Board and shall be subject to the review and approval of DEM. At the discretion of DEM and/or the Geotechnical Review Board, the geotechnical engineering study and engineering plans may be referred to DEM's geotechnical consultant. The geotechnical engineering study shall demonstrate, to DEM's satisfaction, that all structures, roads, walkways, parking areas, stormwater management facilities, recreational areas facilities, and utilities will not be subject to the short term or long term settlement impacts. The Applicant shall implement all recommendations of DEM, the Geotechnical Review Board, and DEM's geotechnical consultant.

c In furtherance of the recommendations of the 1990 Phase II Environmental Assessment prepared by G.M.T. Environmental Technologies, Inc., the applicant shall take the following actions:

(1) Prior to site plan approval, the Applicant shall sample groundwater beneath the property. The scope of the monitoring effort shall be similar to that which was reported within a December 3, 1990 Phase II Environmental Assessment prepared by G.M.T. Environmental Technologies, Inc. for Parcel "O" of Manchester Lakes. Within this framework, specific groundwater monitoring parameters (e.g. locations of monitoring sites, number of monitoring sites, substances to be tested for, number of samples to be taken, depths of monitoring wells) shall be subject to the review and approval of DEM in coordination with the Department of Health and the Fire and Rescue Department. If as a result of this monitoring effort it is determined that contamination levels require remedial action, then a remediation program shall be performed in accordance with all applicable federal, state and county requirements. Sufficient documentation of completion of the remediation program (with the possible exception of long-term follow-up monitoring efforts) or of an appropriate corrective action plan consistent with the proposed development, as determined by DEM in coordination with the Department of Health and Fire and Rescue Department shall be provided to DEM prior to site plan approval.

(2) Prior to the initiation of construction in affected areas, all debris-rich fill materials, as determined by Applicant's soils engineer, in coordination with DEM, the Department of Health, and the Fire and Rescue Department, shall be excavated and removed from the site to the satisfaction of DEM in coordination with the Department of Health and Fire and Rescue Department. Excavated materials shall be disposed of in accordance with applicable county, state and/or federal requirements

(3) Prior to the initiation of construction in affected areas, all of the surface debris and trash shall be removed from the site to the satisfaction of DEM in coordination with the Department of Health and Fire and Rescue Department. Such materials shall be disposed of in accordance with applicable county, state and/or federal requirements

(4) Upon completion of groundwater monitoring, groundwater monitoring wells shall be abandoned in accordance with County requirements, as determined by the Department of Health.

14 **Noise Attenuation**

a. With reference to Beulah Street, the Applicant shall provide the following noise attenuation measures in order to achieve a maximum interior noise level of 45 dBA Ldn for all units located between the 65-70 dBA Ldn highway noise impact contours (i.e., within an area extending 380 feet from the centerline of Beulah Street):

(1) Exterior walls shall have a laboratory Sound Transmission Class ("STC") rating of at least 39

(2) Doors and windows shall have a laboratory STC rating of at least 28. If windows constitute more than twenty percent (20%) of any facade, they shall have the same laboratory STC rating as walls.

(3) Measures to seal and caulk between surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

b. With reference to Manchester Boulevard, the Applicant shall provide the following noise attenuation measures in order to achieve a maximum interior noise level of 50 dBA Ldn for all commercial units located between

the 70-75 dBA Ldn highway noise impact contours (i.e., within an area extending 165 feet from the centerline of Manchester Boulevard)

(1) Exterior walls shall have a laboratory Sound Transmission Class ("STC") rating of at least 39

(2) Doors and windows shall have a laboratory STC rating of at least 28. If windows function as walls (as determined by DEM), they shall have the same laboratory STC rating as walls

(3) Measures to seal and caulk between surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

c. With reference to Manchester Boulevard, the Applicant shall provide the following noise attenuation measures in order to achieve a maximum interior noise level of 45 dBA Ldn for the day care facility located between the 65-70 dBA Ldn highway noise impact contours (i.e., within an area extending 240 165 feet from the centerline of Manchester Boulevard):

(1) Exterior walls shall have a laboratory Sound Transmission Class ("STC") rating of at least 39.

(2) Doors and windows shall have a laboratory STC rating of at least 28. If windows constitute more than twenty percent (20%) of any facade, they shall have the same laboratory STC rating as walls.

(3) Measure to seal and caulk between surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

(4) In order to achieve a maximum exterior noise level of 65 dBA Ldn, noise attenuation structures such as acoustical fencing, walls, earthen berms or combinations thereof, shall be provided for the child care recreation area, as shown on the CDP/CDPA/FDP that is unshielded by topography or built structures. If acoustical fencing or walls are used, they shall be architecturally solid from ground up with no gaps or openings. The structure employed must be of sufficient height to adequately shield the impacted area from the source of the noise.

d. As an alternative to "a," "b," or "c" above, the Applicant may elect to have a refined acoustical analysis performed, subject to the approval of DEM, to

verify or amend the noise levels and impact areas set forth above and/or to determine which units/buildings may have sufficient shielding to permit a reduction in the mitigation measures prescribed above

15 **Use Limitations on Parcel G**. As evidenced by the restrictive covenant which is to be recorded and which is attached to these proffers as Exhibit 1, subject to obtaining the necessary permitting and licensing approvals, use of Parcel G shall be limited to the following uses: elderly housing, nursing home, nursing facility, intermediate care facility, extended care facility, assisted living facility and/or a Continuing Care Retirement Community. Medical offices are prohibited (to include the office of a physician or dentist as defined under the term "office" in Article 20 of the Zoning Ordinance), except insofar as they are an accessory use to any of the above uses. Use of Parcel G for a hospital, out-patient surgery center, urgent care center or emergency care center as a primary/secondary or accessory use is also prohibited.

[SIGNATURES ON NEXT PAGE]

16 **Counterparts**. These proffers may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and all of which taken together shall constitute but one and the same instrument

APPLICANT
OWNER OF TAX MAP REFERENCE
91-3 ((12)) PARCEL "O"

SILVER LAKE, INC

By: _____
Emad Odeh

Its: VICE PRESIDENT

OWNER
TAX MAP REFERENCE 91-3 ((9))
PARCEL 1

_____
Roy L. Sea

OWNER
TAX MAP REFERENCE 91-3 ((9))
PARCELS 2 AND 3

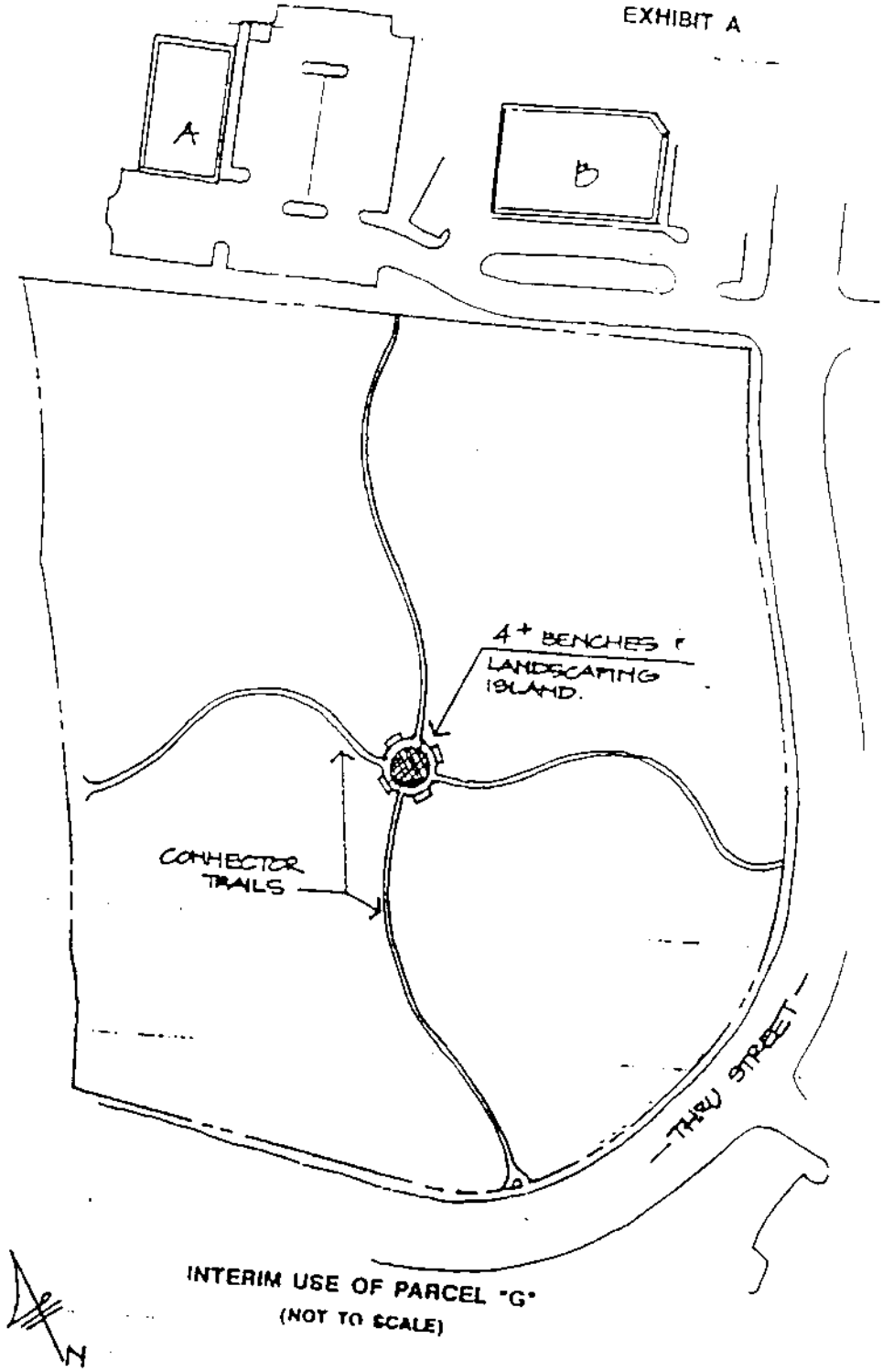
INOVA SERVICES, INC.

By: _____
Richard C. Magenheimer

Its: Senior Vice President/Chief
Financial Officer

Attachment
I:\DATA\CLIENT\16\16757\001\PROFF305.CLN

EXHIBIT A



INTERIM USE OF PARCEL "G"
(NOT TO SCALE)

DEC. _ ATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration of Protective Covenants and Restrictions s made this ____ day of _____ 1997 by Inova Health Care Services and Silver Lake Inc. (collectively " Declarant") as Grantor

W I T N E S S E T H:

WHEREAS, Inova Health Care Services is the owner of certain real property by virtue of deeds recorded in Deed Book _____ at Page ___ and Deed Book ____ at Page ___, respectively among the Land Records of Fairfax County, Virginia ("Land Records") which property is more particularly described on Exhibit A attached hereto and Silver Lake, Inc. is the owner of certain real property by virtue of a deed recorded in Deed Book ____ at Page ___ among the Land Records which property is more particularly described on Exhibit B attached hereto. (The properties more particularly described on Exhibits A and B shall hereafter be collectively referred to as the "Property");

WHEREAS, the Declarant is desirous of subjecting the Property to the protective covenants and restrictions hereinafter set forth, each of which is for the benefit of the Property and for each owner thereof (hereinafter called the "owner" or "owners"), and shall inure to the benefit of and pass with the Property, and each and every divided or subdivided parcel thereof, and shall apply to and be binding upon the successors in interest to the Declarant and to the owners of the Property.

NOW, THEREFORE, the Declarant hereby declares for itself and its successors and assigns that the Property shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration, including the covenants and restrictions hereinafter set forth. The Property more particularly described on Exhibits A and B attached hereto and incorporated herein by reference is hereby made subject to the terms of this Declaration to insure the proper use and appropriate development of the Property or any portion thereof; to protect the owners of the Property and any surrounding properties against the improper use of such Property or any portion thereof and to insure adequate and reasonable development of the Property.

GENERAL RESTRICTIONS AND COVENANTS

1. The Property, more particularly described in Exhibits A and B attached hereto and incorporated herein by reference shall be subject to the following protective covenants and restrictions:

(i) The Property or any portion thereof or any improvement built thereon shall only be used for one of the following purposes: (a) elderly housing; (b) nursing home facility; (c) nursing facility; (d) intermediate care facility; (e) extended care facility; (f) assisted living facility; and/or (g) a continuing care retirement community.

(ii) No portion of the Property or any improvement built thereon shall be used for any use whether it be a primary, secondary or accessory use other than those uses listed in paragraph (i) above, and without limiting the generality of this provision, no portion of the Property shall be used either as a primary, secondary or accessory use

for the following: (a) medical offices (to include the office of a physician or dentist as defined under the term "office" in Article 20 of the Fairfax County Zoning Ordinance), except insofar as such medical offices are accessory to the use of any of the uses listed in paragraph (i) above; (b) a hospital; (c) outpatient surgery center; (d) urgent care center; and/or (e) emergency care center.

2. Every person or entity which now or hereafter owns or acquires an interest in all or a portion of the Property conclusively is and shall be deemed to have agreed to be bound by and comply with the terms of this Declaration. The terms of this Declaration shall operate as covenants real running with the land and shall be binding on and inure to the benefit of the Declarant, all Property owners and adjacent property owners and their respective successors and assigns and shall be enforceable by the Declarant, by the owners of any portion of the Property and/or by adjacent property owners. No person or entity shall be bound by the provisions of this Declaration when they no longer possess any interest in any of the Property or improvements located thereon excepting with regard to any outstanding breach of any term of this Declaration committed by such person or entity.

3. If a breach of any term of this Declaration shall exist, or upon the violation of any protective covenant or restriction herein contained, in addition to all other remedies, the Declarant shall have the right to prosecute one or more proceedings at law or in equity against such person or entity who is responsible for such breach or violation, whether or not such person or entity may be an owner, in order to enjoin the continuance of the breach of this Declaration. The Declarant shall be paid by such person or entity violating the protective covenant or restriction the cost, fees and expenses (including reasonable attorney fees) incurred in securing the correction of or injunction of such breach. Such costs and expenses shall, when due, become a lien upon the portion of the Property affected, enforceable at law or in equity by the Declarant, subject and subordinate only to the lien of any Deed of Trust ("Deed of Trust") made in good faith and for value now or hereafter placed upon such portion of the Property. The foreclosure of the lien hereof shall not operate to effect or impair the lien of any Deed of Trust and the foreclosure of the lien of such Deed of Trust or the acceptance of a deed in lieu thereof shall not operate to effect or impair the lien hereof, except that the lien hereof for such costs and expenses as shall have accrued to the date of such foreclosure or acceptance of the deed in lieu thereof shall be subordinate to the lien of any Deed of Trust, and such foreclosure purchaser or taker of a deed in lieu thereof shall take title to such portion of the Property encumbered free of the lien hereof for all such costs that have accrued to the date of foreclosure or acceptance of the deed in lieu thereof, but subject to the lien hereof for all costs that shall accrue subsequent to date of foreclosure or acceptance of a deed in lieu thereof. The Declarant may at any reasonable time enter and inspect any portion of the Property or any improvements located thereon to ascertain compliance with the terms of this Declaration. No breach of a term or covenant in this Declaration shall defeat or render invalid the lien of any Deed or Trust made in good faith and for value upon the Property. Notwithstanding the foregoing, any trustee in actual possession, or any purchaser at any trustee's sale or foreclosure sale or any holder in possession of any reversionary interest in the Property, portion of the Property or improvements located thereon subject to a ground lease thereon which has gone in default, shall be bound by and subject to the provisions of this Declaration as fully as any other owner or user of that portion of the Property subject

to such Dee or Trust or ground lease.

4. In the event of any conflict between this Declaration and any applicable law, ordinance or agreement applicable to the Property, the most restrictive provision thereof shall govern and control. The final determination by any owner or a court of competent jurisdiction that any provision of this Declaration is unlawful, void or unenforceable in whole or in part shall not affect the validity of any other provision hereof. The Declarant shall have the sole right to interpret the provisions of this Declaration and resolve any discrepancy, conflict or ambiguity in the terms hereof. In the absence of adjudication by the court of competent jurisdiction to the contrary, the Declarant's construction or interpretation of this Declaration shall be final and binding as to all persons and all property benefited by the provisions hereof.

5. The failure of the Declarant or any person or entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver by that or any other person or organization of its rights thereafter to enforce the same nor shall any liability attach to the Declarant or any other entity or individual for failure to enforce such covenant or restriction.

6. Any of the powers and rights herein conferred upon the Declarant may be assigned by the Declarant to any other person, corporation, firm or association and may be exercised by any successor in interest to the Declarant.

7. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration.

IN WITNESS WHEREOF, Inova Health Care Services and Silver Lake, Inc. has caused this instrument to be executed on their behalf by their respective duly authorized officers, all on the date first above written.

INOVA HEALTH CARE SERVICES:

By: _____
Name:
Title:

COMMONWEALTH/STATE OF _____:
CITY/COUNTY OF _____, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/county aforesaid, whose commission as such expires on the ____ day of _____, 19__, do hereby certify that _____ as _____, of _____, whose name is signed to the foregoing document bearing date on the _____ date of _____, 19__, has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and sale this _____ day of _____ 19__

_____
Notary Public

SILVER LAKE, INC.

By: _____
Name:
Title:

COMMONWEALTH/STATE OF _____;
CITY/COUNTY OF _____, to-wit:

I, the undersigned, Notary Public in and for the Commonwealth/State and City/county aforesaid, whose commission as such expires on the ____ day of _____, 19__, do hereby certify that _____ as _____, of _____, whose name is signed to the foregoing document bearing date on the _____ date of _____, 19__ has signed and acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand and sale this _____ day of _____, 19__.

_____
Notary Public

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