



DANE COUNTY
PLANNING & DEVELOPMENT

AMENDED

Zoning Change Application

Zoning Division
Room 116, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, Wisconsin 53703-3342
Phone: (608) 266-4266
Fax: (608) 267-1540

Items that must be submitted with your application:

- **Written Legal Description of the proposed Zoning Boundaries**
Legal description of the land that is proposed to be changed. The description may be a lot in a plat, Certified Survey Map, or an exact metes and bounds description. A separate legal description is required for each zoning district proposed. The description shall include the area in acres or square feet.
- **Scaled Drawing of the location of the proposed Zoning Boundaries**
The drawing shall include the existing and proposed zoning boundaries of the property. All existing buildings shall be shown on the drawing. The drawing shall include the area in acres or square feet.

Owner's Name	Dale and Debra Chestnut	Agent's Name	Juscha E. M. Robinson, Pines Bach LLP
Address	2149 Dahlk Circle Verona, WI 53593	Address	122 W. Washington Ave., #900 Madison, WI 53703
Phone	(608) 575-6706	Phone	(608) 251-0101
Email	Doubledservice@tds.net	Email	jrobinson@pinesbach.com

Town: Springdale Parcel numbers affected: 054/0607-124-9460-1; 054/0607-124-9454-9; 054/0607-124-9447-8; 054/0607-124-9430-0

Section: 12 Property address or location: 2733 and 2737 Gust Road, Verona, WI 53593

Zoning District change: (To / From / # of acres) From C-2 with deed restrictions to C-2 with amended deed restrictions.

Soil classifications of area (percentages) Class I soils: % Class II soils: % Other: %

Narrative: (reason for change, intended land use, size of farm, time schedule)

- Separation of buildings from farmland
- Creation of a residential lot
- Compliance for existing structures and/or land uses
- Other:

Modifying deed restrictions from 1992 to accommodate existing allowable uses in C-2 district.

Amended application. Removing request to convert .41 acre A-1 parcel to C-2. Plan is to maintain A-1 parcel as its own separate outlot on new CSM and request a waiver from ZLR to create a lot without frontage. Add restriction to A-1 parcel to be used for access only and not developed.

I authorize that I am the owner or have permission to act on behalf of the owner of the property.

Submitted By: Juscha E. M. Robinson

Date: 11/20/2018

Steven R. Bassett Inc. Operations Summary 2018

Steven R. Bassett Inc. is a complete Landscape and Tree Care Company primarily servicing Dane County as well as surrounding areas. Almost all business is conducted offsite on customers' property.

The busy season for landscape care runs from approximately April 1st to December 1st. We hire seasonal employees for this part of our business and average between 15-18 seasonal employees per year. Our tree department is the only full-time department at SRB Inc. We employ 6 full-time Arborists, one of whom does offsite tree sales 2-3 days per week. During the past 2 years, we have hired 1-2 summer college interns who are interested in our line of work. All of these employees typically come to the shop, get their work orders and then leave our shop to proceed to the job site. Some employees meet on the job site.

Our office has 2 full-time staff that handle the office and the shop and two part-time office staff year-round. Two other full-time employees manage department operations, sales and field work year-round. We also employ a full-time landscape designer who splits her time in the field working with customers and in the office preparing bids.

Our hours of operation in the summer months are generally Mon-Fri. 6:30am-5:00pm. We generally do not work weekends unless there was substantial rain during the week. Mowing sometimes has to be finished up on a Saturday when that occurs. Start time on a Saturday is 8:00am and only happens a few times a year.

Work hours in the winter months are generally 8:00am-3:00pm. Snow removal hours are unpredictable. In the winter months, our seasonal employees are usually on-call for snow removal events. When a snow event is predicted, trucks are picked up from the shop throughout the day. Employees are then dispatched from their residences to their work sites. Trucks are then dropped off throughout the next few days at their convenience.

Our lot usually has up to 23 work vehicles, including trailers, parked in an organized manner. The vehicles consist of pick-up trucks, medium duty trucks, and specialty trucks. All other equipment is stored in our roughly 8,640 sq. ft. three-bay metal building. Our work site also includes 28 employee parking stalls, landscape material storage, landscape/planting beds and a brick patio.

| Prepared by Ben Schafman, Owner/Certified Arborist on 9/17/18

WASTE DISPOSAL PLAN
DOUBLE D SERVICES, INC.

October 8, 2018

The following Plan is submitted by Double D Services, Inc. and Dale and Debra Chestnut to the Town of Springdale in connection with rezoning request DCPREZ-2018-11357. This plan applies to land described in proposed restrictions submitted to the Town as “Lot 1 of CSM _____”.

1. Hazardous Materials: Double D Services, Inc. stores certain solvents and chemicals used in the operation of the truck and trailer repair business in the interior of the building in accordance with all applicable federal and state laws and regulations. All such materials are used and disposed of off-site on an as-needed basis by Crystal Clean, of Madison, Wisconsin, also in accordance with all applicable laws and regulations.
2. Solid Waste: Double D Services, Inc. utilizes the dumpsters shown on the Site Plan for temporary storage of solid waste materials and non-steel recycling. That material is removed bi-weekly by Advanced Disposal, of Waunakee, Wisconsin.
3. Steel recycling: Double D Services, Inc. collects steel waste in a dumpster shown on the Site Plan. That material is removed by Bill Dolan, of Dodgeville, Wisconsin. Pick-up is as necessary, varying from 2-8 weeks in interval.
4. Tire recycling: Double D Services, Inc. collects tires, which are removed by Liberty Tire Recycling, of Auburndale, Wisconsin, on an as-needed basis, typically 3-4 times per year.

Double D Services Inc. Operations Summary 2018

Double D Services Inc. was started in 1992 and is owned by Dale and Deb Chestnut. The business is located at 2737 Gust Road, Verona WI 53593

Double D Services is a trailer and truck equipment business. The scope of our operation includes the following:

- Service and repair of trailers
- Sales of new and used trailers
- Custom fabrication/manufacturing of trailers and truck equipment
- Truck upfitting which includes the following:
 - Bodies and hoists
 - Flatbeds
 - Grain bodies
 - Municipal patrol trucks
 - Snow and ice control equipment (snowplows and salters/sanders)
- Snowplow sales and service
- Salter/sander sales and service
- Truck accessories - hitches, bed covers, step tubes, etc.

The type and volume of business changes throughout the year, and so the areas used for storage and staging fluctuate as well. In the spring, an increase in repair business requires a larger area of space to park customer owned trailers and equipment in for repairs. It is not unusual to have 15-20 trailers at a time in for repair and or service. The longest trailers are typically horse and livestock trailers, which can be 30-40' long. A trailer is typically on the lot for one or two weeks, but can sit three weeks or longer if the repair requires a special-order part.

Spring and summer are also the high seasons for selling new trailers and truck equipment, which we keep on site. We also hold equipment that has been sold to customers and is scheduled to be installed. The trucks waiting for equipment installation stay parked on the lot. If we are installing equipment for a small fleet, that may mean 3-7 trucks.

In fall and winter, the business stocks snow and ice equipment for sale and installation. Towards the end of winter and early spring, we typically get a number of larger jobs, which are more time consuming. Customers drop off the jobs and leave them on site to be available as we can work them into our schedule and make better use of the shop time and space.

Double D Services Inc. typically employs 8-10 full time and 1-2 part time people. Hours of operation are typically 7:00 am to 5:00 pm Mon-Fri.(except for emergency repairs)

Submitted by: Dale Chestnut - owner of Double D Services Inc.

WASTE DISPOSAL PLAN
STEVEN R. BASSETT INC.

October 8, 2018

The following Plan is submitted by Steven R. Bassett Inc. to the Town of Springdale in connection with rezoning request DCPREZ-2018-11357. This plan applies to land described in proposed restrictions submitted to the Town as “Lot 2 of CSM _____”.

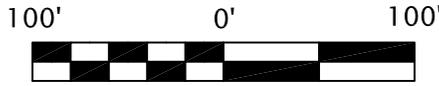
1. Hazardous Materials: Steven R. Bassett Inc. stores certain pesticides and herbicides used in the operation of the landscaping business in the interior of the building in accordance with all applicable federal and state laws and regulations. All such materials are used and disposed of off-site, also in accordance with all applicable laws and regulations.
2. Solid Waste: Steven R. Bassett Inc. utilizes the dumpsters shown on the Site Plan for temporary storage of solid waste materials. That materials are removed by a contractor on a biweekly basis.

CERTIFIED SURVEY MAP

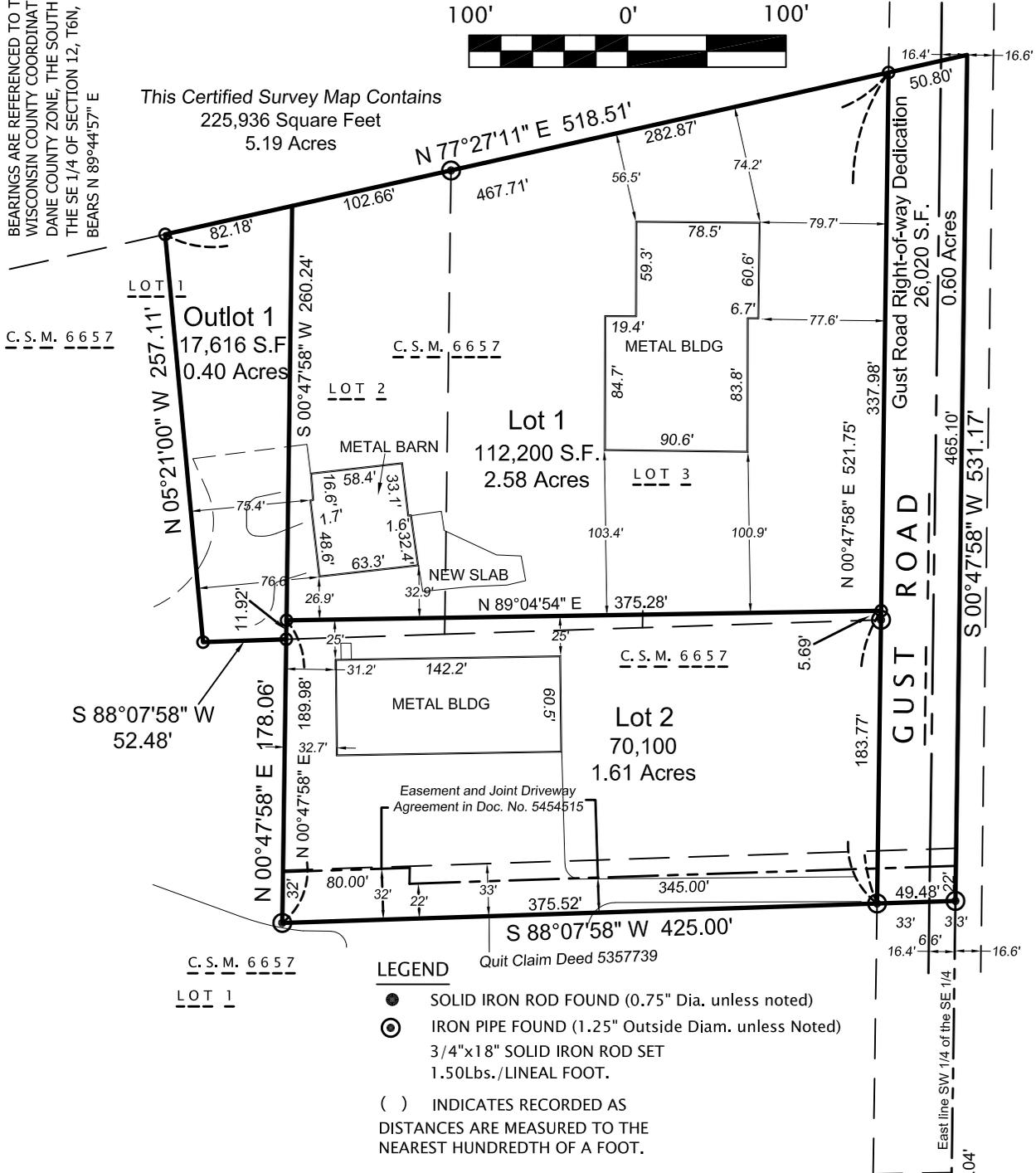
Located In:

Part of Lot 1, all of Lot 2 and Lot 3, Certified Survey Map No. 6657, as recorded in Volume 33, pages 344-345, of Certified Survey Maps, as Document Number 2323178, all in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, T6N, R7E, Town of Springdale, Dane County, Wisconsin

BEARINGS ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM DANE COUNTY ZONE, THE SOUTH LINE OF THE SE $\frac{1}{4}$ OF SECTION 12, T6N, R7E BEARS N 89°44'57" E



This Certified Survey Map Contains
225,936 Square Feet
5.19 Acres



LEGEND

- SOLID IRON ROD FOUND (0.75" Dia. unless noted)
- ⊙ IRON PIPE FOUND (1.25" Outside Diam. unless Noted)
- 3/4"x1 8" SOLID IRON ROD SET
1.50Lbs./LINEAL FOOT.
- () INDICATES RECORDED AS
DISTANCES ARE MEASURED TO THE
NEAREST HUNDREDTH OF A FOOT.

PREPARED FOR:

DALE CHESTNUT
2149 DAHLK CIRCLE
VERONA, WI 53593

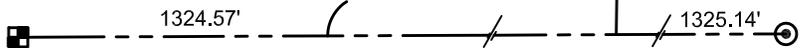
PREPARED BY:

ISTHMUS SURVEYING, LLC
450 NORTH BALDWIN STREET
MADISON, WI 53703
(608) 244.1090
www.isthmussurveying.com

*Note: "Refer to Building Site Information contained in the Dane County Soil Survey."

*Note: As a condition of approving this land division, the Town of Springdale prohibits any future subdivision.

South line-SW $\frac{1}{4}$ of the SE $\frac{1}{4}$



South $\frac{1}{4}$ Corner of Section 12, T6N, R7E,
Found 4' Diameter Aluminum Monument

N:456549.85'
E:760207.75'

Southeast $\frac{1}{4}$ Corner of Section 12, T6N, R7E,
Found 2" Diameter Iron Pipe

N:456561.45'
E:762857.43'

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGE _____

This Instrument was drafted by:
Attorney Juscha E.M. Robinson
Pines Bach, LLP
122 W. Washington Ave, Ste 900
Madison, WI 53703
608-251-0101

EXHIBIT A

Legal Description for Parcel A

Lot One (1), Certified Survey Map No. 14960, recorded in Vol. 105 of Certified Survey Maps, page 185, as Document No. 5450402, in the Town of Springdale, Dane County, Wisconsin.

Tax Parcel Number: 054/0607-124-9470-0

Property address: 2731 Gust Rd, Verona, WI 53593

Legal Description for Parcel B

Part of Lot Two (2), Certified Survey Map No. 6657, recorded in the Dane County Register of Deeds office in Volume 33 of Certified Survey Maps, page 3, as Document No. 2323178, in the Town of Springdale, Dane County, Wisconsin, more fully described as follows: Beginning at the Northeast corner of said Lot 2, being 16.5 feet East of the centerline of Gust Road; thence South 88 degrees, 07'58" West, 325.00 feet; thence North 0 degrees 47'58" East, 11.00 feet; thence South 88 degrees, 07'58" West 100.00 feet; thence South 0 degrees 47'58" West 189.07 feet; thence North 88 degrees 07'58" East, 425.00 feet; thence North 0 degrees 47'58" East, 178.07 feet to the point of beginning.

Tax Parcel Number: 054/0607-124-9454-9

Property address: 2733 Gust Rd, Verona, WI 53593

ChesnutProposed

2737 Gust Road, Verona, WI 53593

608-845-3800

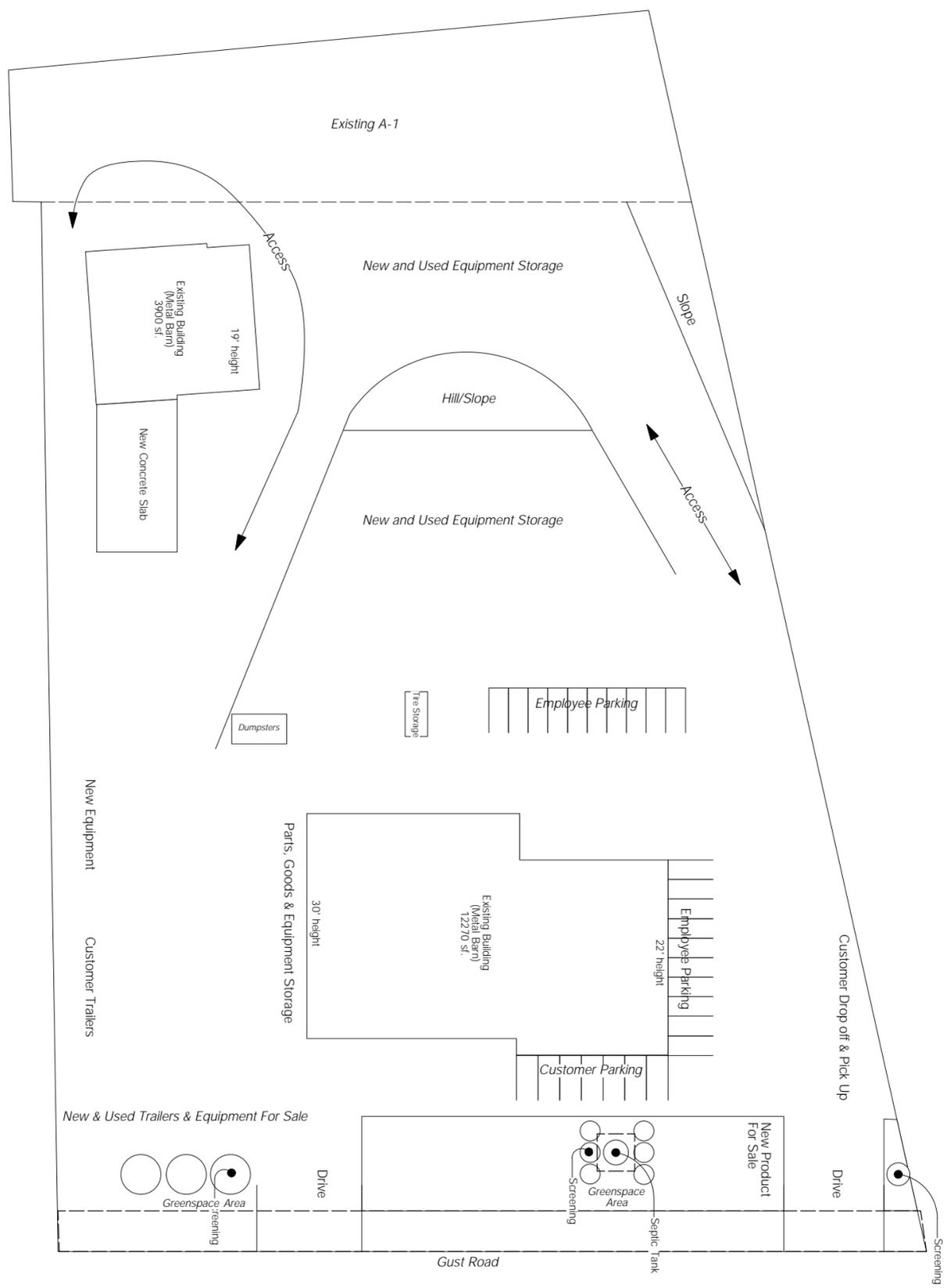


Bassett, Inc.
Arborcare, Lawn &
Landscapeworks

608-848-6152
grow@sbassett.com

K. Nelson 07-27-18
18029
V4 10-29-18

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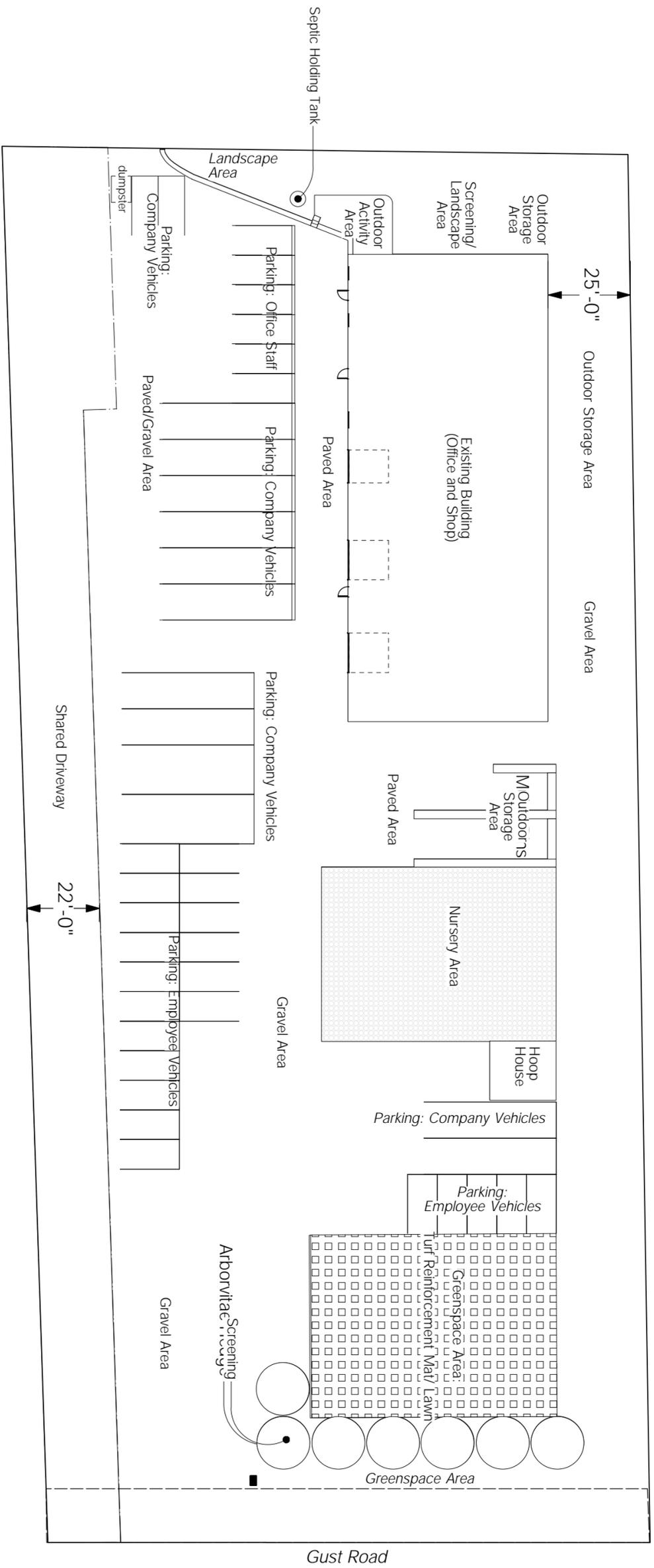


18029

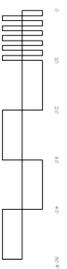
Combined Proposed

Scale: 1" = 50'





18029 Proposed
 Scale: 1/32" = 1'-0"



Bassett, Inc. Proposed

2733 Gust Road, Verona, WI 53593

Ben@srbassett.com

608-848-6152



Bassett, Inc.
 Arborcare, Lawn &
 Landscapeworks

2733 Gust Road
 Verona, WI 53593

608-848-6152
 grow@srbassett.com

K. Nelson 07-27-18

18029

Version 4 10-19-18

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Document No.

**GRANT OF EASEMENT AND
JOINT DRIVEWAY
AGREEMENT**

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5454515
11/15/2018 09:07 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 6

This joint driveway agreement (the "Agreement") is between Richard L. Klinger III ("Parcel A Owner") and Dale and Debra Chestnut ("Parcel B. Owner").

Reserved for Recording

The undersigned owners of real estate known as **Parcel A** and **Parcel B**, both more particularly described on Exhibit A, wish to confirm and clarify the use rights and maintenance and repair responsibilities of their joint driveway.

Name and Return Address:

jrobinson@pinesbach.com

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the following terms of this Joint Driveway Agreement (the "**Agreement**"):

054/0607-124-9454-9,
054/0607-124-9470-0

Parcel Identification Numbers

1. **Grant.** Parcel B Owner grants, reaffirms and clarifies the terms of a nonexclusive easement and right-of-way to Parcel A Owner and Parcel A Owner's successors and assigns as the owner of Parcel A to use the Driveway and the Easement Property more particularly described on Exhibit B as a joint driveway for ingress and egress to Gust Road from Parcel A.
2. **Permitted Users.** The easement described in Section 1, above, may be used by the Parcel A Owner and its tenants, employees, and invitees in common with Parcel B Owner and its tenants, employees, and invitees.
3. **Driveway Installation.** There is an existing gravel driveway on the Easement Property. Parcel B Owner's tenant in possession of Parcel B shall provide for new resurfacing of the Easement Property using reground gravel and asphalt, at the tenant's sole expense within two years of the date of this Agreement. Thereafter, if either party wishes to change the composition of the driveway, upon obtaining the other party's consent, such improvements shall be at that party's sole expense.
4. **Maintenance Costs.** The parties agree that the cost of maintenance for the Easement Property shall be apportioned between Parcel A Owner and Parcel B Owner proportionate to their respective uses of the Easement Property except as otherwise provided for in this agreement. Based on existing uses as of the date of this Agreement, the parties agree that Parcel A Owner shall be responsible for ten percent (10%) of all maintenance expenses (other than snow removal) and Parcel B Owner shall be responsible for ninety percent (90%) of all maintenance expenses. The parties further agree that their respective percentages of responsibility shall only be reapportioned upon a material change in use of the Easement Area by either party. Parcel B Owner shall be responsible for the performance of all

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

Document Number

Recording Area

Attorney Jessica J. Shrestha
Wheeler, Van Sickle & Anderson, S.C.
44 East Mifflin Street, Suite 1000
Madison, WI 53703

Parcel Identification Number (PIN)

This document was drafted by:
Attorney Jessica J. Shrestha
44 East Mifflin Street, Suite 1000,
Madison, WI 53703.

AMENDED AND RESTATED RESTRICTIONS

THIS AMENDED AND RESTATED RESTRICTIONS (this “Restatement”) is entered into by and among the undersigned.

RECITALS

1. Whereas, a document entitled “Restrictions” dated December 4, 1985, was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on December 9, 1985, in Volume 7577 of Records, on Pages 55-57 inclusive, as Document Number 1912955 (the “1985 Restrictions”) relating to part Lots 1 and 2 of CSM _____ (collectively, the “Property”);

2. Whereas, a document entitled “Restrictions”, dated December February 7, 1992, was recorded in the office of the Register of Deeds for Dane County, Wisconsin, on February 12, 1992, in Volume 17890 of Records, on Pages 3-5 inclusive, as Document Number 2323179, including all amendments thereof (the “1992 Restrictions”) relating to the Property;

3. Whereas, Dale N. Chestnut and Debra J. Chestnut are the current owners of the Property (collectively, the “Owners”);

4. Whereas, Steven R. Bassett Inc. maintains a leasehold interest in Lot 2 of CSM _____;

5. Whereas, on [Month] [Date], 2018, the Dane County Planning and Development Department approved the adoption of this Restatement; and

6. Whereas, on [Month] [Date], 2018, the Town of Springdale Planning Commission approved the adoption of this Restatement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The 1985 Restrictions and the 1992 Restrictions are hereby amended and restated in full as follows:

a. The following restrictions are hereby imposed on the Property:

- i. Except in the case of emergency or when necessitated by road work, any vehicle with a gross vehicle weight over 12,000 lbs., which is operated or used in connection with any commercial use of the Property permitted under these Restrictions, shall limit travel on Gust Rd. to between the location of the Property and County Highway PD. Gross vehicle weight means the weight of any truck or road tractor and its semi-trailer plus the load that the vehicle is rated to haul.
- ii. Any vehicle, trailer, or equipment that is inoperable (other than a vehicle, trailer, or equipment temporarily waiting for repair) and any

vehicle, trailer, or equipment parts shall be kept in an area screened from public view or in an enclosed building.

- iii. Any vehicles, trailers or equipment stored on the property within the public view shall be stored in a neat and orderly fashion.
- iv. On-street parking by employees is not permitted at any time. No parking or storage of vehicles, trailers or equipment is permitted within the street right-of-way.
- v. The maximum height of any buildings shall be thirty-five (35) feet.
- vi. Outdoor lighting, except for required security lighting, shall be operational only during hours of operation. All lighting shall be shielded to prevent glare into the night sky or direct-beam illumination of neighboring residences. All new lighting fixtures shall be full cut-off fixtures which prevent all upward transmission of light. All night photo cell controlled lighting shall not be permitted, however, motion controlled and switch controlled security lights are acceptable. All outdoor lighting shall be in compliance with applicable county and town ordinances.
- vii. The use of outdoor loudspeakers is not permitted at any time.
- viii. Architectural review and approval by the Town of Springdale Plan Commission in accordance with the Town of Springdale Land Use Plan shall be required prior to constructing any improvements or remodeling of existing improvements, to ensure that the exterior appearance, design and character of the proposed improvements, including parking facilities and signs, will maintain the rural quality of life throughout the town.
- vi.ix. No further land divisions are permitted.

b. The following restrictions are hereby imposed solely on Lot 2 of CSM _____ provided Lot 2 is owned or operated as a landscape contracting business by Steven R. Bassett Inc., its affiliates (including but not limited to Three Arborists, LLC) or an entity that purchases all or substantially all of the assets of said owner or operator (collectively, the “Bassett Entities”):

- i. Uses shall be limited to the following:
 - (1) Landscape contracting businesses and buildings used in connection with such activity.
 - (2) Storage of construction equipment necessary for the operation of such landscape contracting business.

- (3) Repair, storage and service to all types of motor vehicles, trailers, machinery or equipment used in connection with the operation of such landscape contracting business.
 - (4) Temporary outside storage of materials or supplies used by such landscape contracting business in fulfilling its contracts.
 - (5) Seasonal outside storage of nursery stock and plants.
- ii. Primary business operations shall be limited to weekdays between the hours of 4:00 am to 8:00 pm. Business operations on weekends may only occur as needed due to weather or in the event of emergencies.
 - iii. On-site retail sales are prohibited.
 - iv. All parking shall be setback at least twenty-two (22) feet from the south boundary of Lot 2.
 - v. Screening shall be installed during the next available planting season in the approximate locations shown on the attached Exhibit B and shall consist of a planted evergreen screen initially landscaped with four (4) foot tall evergreen shrubs to ultimately form a continuous hedge not less than five (5) feet in height. Such screening shall thereafter be maintained.
 - vi. Pervious green space, which shall include a turf reinforcement mat, shall replace existing gravel during the next available planting season following the date of this Restatement in the approximate location shown on the attached Exhibit B. Such green space shall thereafter be maintained.
 - vii. The total building footprint shall not exceed thirty-five (35) percent of the area of Lot 2.
 - viii. A maximum of twenty-eight (28) employee parking spaces is permitted on Lot 2.
 - ix. On-site burning is prohibited.
 - x. Business signage is prohibited.

In the event Lot 2 ceases to be owned or operated by the Bassett Entities or, in the event Lot 2 is used by any person or entity other than as a landscape contracting business permitted under the restrictions above, then the use of Lot 2 shall be limited to the uses and subject to restrictions applicable to the Limited Commercial District (LC-1) under the Dane County Zoning Ordinance, Section 10.111 or its successor provision(s) and the Town of Springdale Land Use Plan.

c. The following restrictions are hereby imposed solely on Lot 1 of CSM _____ :

i. Uses shall be limited to the following:

(1) Repair, storage and service to all types of motor vehicles, trailers, machinery or equipment.

(2) Sales or rental of used motor vehicles. Provided, however, a maximum of ten motor vehicles offered for sale or rental shall be permitted on the property at any given time.

(3) Manufacturing of truck trailers, equipment and general purpose trailers.

(4) Sales or rental of new or used trailers and equipment of all types.

ii. Primary business operations shall be limited to weekdays and Saturdays between the hours of 6:00 am to 6:00 pm. Business operations on Sundays may only occur as needed due to weather or in the event of emergencies.

iii. Screening shall be installed during the next available planting season in the approximate locations shown on the attached Exhibit B and shall consist of a planted evergreen screen initially landscaped with four (4) foot tall evergreen shrubs. Such screening shall thereafter be maintained.

iv. On-site employees are limited to ~~thirty-six~~ twenty (2036) or fewer, full-time or equivalent employees.

2. These restrictions shall constitute covenants running with the land and shall be binding upon all parties now owning any part of said land, their successors, heirs and assigns, and all parties holding under them unless said restrictions are amended or terminated.

3. The restrictions provided for herein shall be enforceable at law or equity against any part who has or acquires an interest in the land subject to the restrictions by the following parties who are named as grantees and beneficiaries with enforcement rights:

a. The County Government of Dane County, Wisconsin, provided that the lands are under the jurisdiction of a zoning ordinance of said County at the time the enforcement action is commenced; and

b. The Town Government of the Town of Springdale, Dane County, Wisconsin, provided that the lands are within the governmental jurisdiction of said Town at the time the enforcement action is commenced.

4. The restrictions set forth in this Restatement may be amended or terminated only with the approval of the Town of Springdale and the approval of Dane County in accordance with procedures and requirements applicable to zoning amendments and the Town of Springdale Land Use Plan.

5. This Restatement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall constitute a single agreement binding all the parties hereto as if all had signed a single document.

6. This Restatement shall only take effect upon the Owner's conveyance of Lot 2 to Steven R. Bassett, Inc. or its successors or assigns.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the undersigned has hereunto caused this Amendment to be duly executed and delivered as of the dates reflected below.

OWNERS:

Name Printed: Dale N. Chestnut

Name Printed: Debra J. Chestnut

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2018, the above named Dale N. Chestnut and Debra J. Chestnut to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

(NOTARY SEAL)

IN WITNESS WHEREOF, the undersigned has hereunto caused this Amendment to be duly executed and delivered as of the dates reflected below.

STEVEN R. BASSETT, INC.:

By:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
_____ COUNTY)

Personally came before me this _____ day of _____, 2018, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of _____
My Commission expires: _____

(NOTARY SEAL)