

MEMORANDUM
DIVISION OF ENGINEERING
City of Kent Department of Public Service

DATE: September 19, 2011

TO: Dave Ruller, City Manager

FROM: Rhonda Boyd, Senior Engineer *R. Boyd*

SUBJECT: Easement Grant Dominion East Ohio Gas
Well Field Access Drive Property
Parcel # 12-034-00-00-003-001

The City received a request for an easement, from The Portage County Water Resources Department, to install a gas service line to serve an existing pump station. The Pump station is located approximately 490 feet north of S.R. 59, on a landlocked parcel that abuts the City of Kent property. The closest gas line to the lift station is east of the site and would need to be accessed through the City of Kent property.

The proposed location of the service connection is generally along the City's south property line, connecting into a service at 1949 S.R. 59. The area encumbered by the service is basically crossing the City's Well Field Access Drive that runs north off of S.R.59. The proposed easement is roughly 20 to 25 feet wide. There are terms and conditions attached to protect the City's land interest. If in the event the city would need the land for any public/quasi public use, we can request that the line is relocated at the expense of Dominion East Ohio. This easement grant can not be assigned and is exclusive to the use proposed for a term not to exceed 99 years.

C: Gene Roberts, Director of Public Service
Jim Bowling, City Engineer

WMIS# 2A07321381 Line# 7 Reference# 11-0257

R/W #

Line List # 1

Ohio
GAS PIPELINE EASEMENT GRANT

FOR THE CONSIDERATION of \$1.00 and other good and valuable consideration to the Grantor in hand paid, the receipt of which is hereby acknowledged, I/we, the **CITY OF KENT** whose tax mailing address is 325 S. Depeyster the landowner(s) of the SUBJECT PROPERTY, herein called "Grantor", hereby grants, conveys and warrants unto **THE EAST OHIO GAS COMPANY d/b/a DOMINION EAST OHIO**, an Ohio Corporation located at 1201 East 55th Street, Cleveland, Ohio, 44103, herein called "Grantee", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of (not to exceed 8"), abandon and remove one underground pipeline, including valves, cathodic protection equipment and other appurtenances necessary thereto, for the distribution of natural gas and other gaseous products over, across, through, and under the lands described in this agreement, together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipelines, with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

SUBJECT PROPERTY

SITUATED in the City of Kent, Portage County, Ohio, being tracts of 8.19 acres conveyed to Grantor by C. S. Testa, Trustee under the date of August 25, 1986 and recorded in the office of the clerk of the Portage County Recorder in Deed 1041 at Page 503, Tax Map Reference Franklin 34 and 21 Permanent Parcel Number 12-034-00-00-003-001, Located at State Route 59 and known as being a part of Lots 21 and 34.

Bounded substantially by lands now or formerly owned as follows:

North by Whispering Pines Mobile Home Park Ltd; Thomas D. Moore; City of Kent

East by City of Kent; TRT Real Estate Development LLC

South by Vision Landmarks LLC; TRT Real Estate Development LLC; St. Route 59; JJH Enterprises

Inc.; Portage County Board of Trustees

West by JJH Enterprises Inc.; Whispering Pines Mobile Home Park Ltd.

The pipeline laid pursuant to this agreement is to be located within the limits of an easement of a width deemed necessary by the Grantee, but in no event to exceed twenty five (25) feet. Said Easement being: said pipeline shall extend from an existing main located on the eastern boundary of Parcel 12-034-00-00-003-001: thence run in a northerly, westerly and then southerly direction as described in EXHIBIT "A", attached hereto and made a part hereof.

The Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this *GAS PIPELINE EASEMENT GRANT*, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline or appurtenances constructed hereunder.

The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements [*such as but not limited to drain tile, fences, driveways, walks, buildings*] in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of Grantee's easement area.

This *GAS PIPELINE EASEMENT GRANT* is perpetual and shall extend to and be binding upon the Grantor and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and can not be changed in any way except in writing signed by the Grantor and Grantee.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, City of Kent hereby grants said easement to Dominion East Ohio (DEO) under the following terms and conditions:

1. **TERM:** This easement shall be granted for a period of ninety nine (99) years, commencing October 1, 2011 and ending October 1, 2110, unless otherwise terminated in accordance with the termination provisions herein.
2. **CONSIDERATION:** DEO shall pay for this easement a total sum of \$1.00.
3. **CONSTRUCTION/MAINTENANCE:** The improvement shall be operated, maintained, repaired, reconstructed or replaced in accordance with state or federal rules. If such rules and guidelines are not applicable, then responsible engineering shall be the control. If the surface of the ground is disturbed during any phase of this operation, DEO shall provide necessary fill and make such repairs and replacements for a period of one year after such disturbance, as may be needed to restore the ground as close as possible to its former condition or pay for all damages. City of Kent shall be notified when any installation or unusual condition is encountered in the field. All licenses, permits, etc., required by law shall be obtained by DEO before commencing any construction. City may construct and maintain property improvements along and over the easement area so long as they do not impair the strength or interfere with the use and maintenance of DEO improvement.
4. **LIABILITY:** DEO SHALL INDEMNIFY AND SAVE HARMLESS City of Kent from and against any and all claims, demands, damages, actions, or causes of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury, death, or property damage during the term of this easement, unless initiated or proximately caused by, or resulting from the sole negligence of the City of Kent.
5. **Assignment:** DEO shall not assign or transfer this easement without written consent of the City of Kent Director of Public Service.
6. **TERMINATION:** This easement may be terminated if the property described herein, or any part therefore, is needed for any public or quasi-public use or purpose and DEO shall relocate and reconstruct said improvement, or part thereof, at its own expense to another location on said land to be furnished by Grantor if possible. City of Kent shall give DEO written notice of its intent at least ninety (90) days prior to termination. If DEO breaches or defaults on any of the terms or conditions of this easement, and if such breach or default is not remedied within thirty (30) days after written notification, this easement may be cancelled, and in any case, DEO shall have no claim against the City of Kent for the value on unexpired term of this easement.

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this *GAS PIPELINE EASEMENT GRANT*, by executing this document in _____, on the ____ day of _____, 2011.

THE CITY OF KENT

Sign _____

Print _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, do certify that _____, who signed the writing above, bearing date the ____ day of _____, 2011, for the CITY OF KENT, an Ohio municipal corporation, has this day in my said County, before me, acknowledged the said writing to be the act and deed of said municipal corporation.

Given under my hand this _____ day of _____, 2011.

Notary Public

My Commission expires: _____

Ohio Law requires all parties to contact the OHIO UTILITIES PROTECTION SERVICE at 1-800-362-2764 at least 48 hours before digging or excavating. ORC - 3781.28 A&B

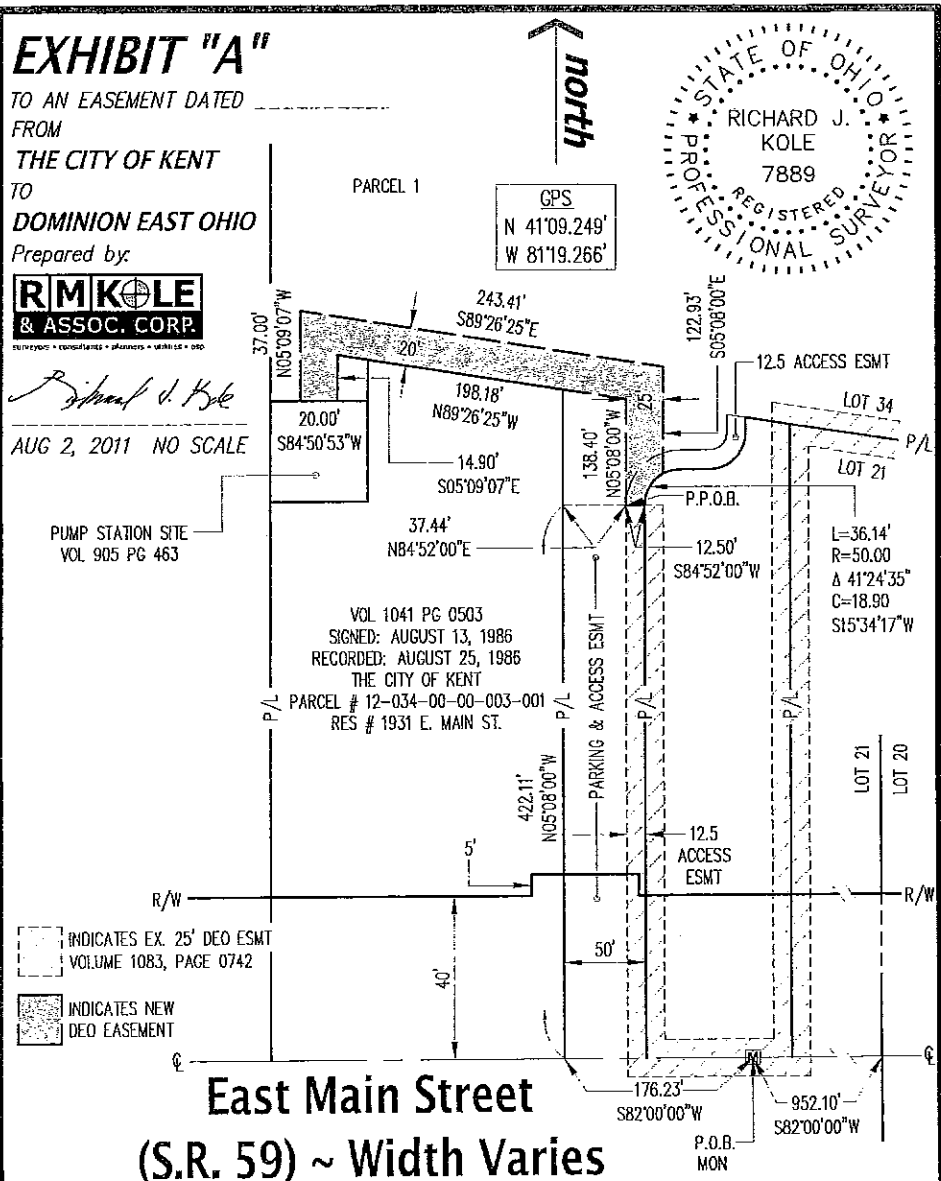
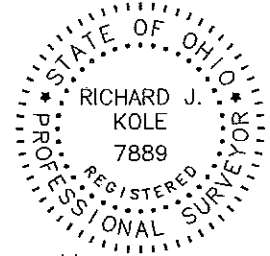
This Instrument Was Prepared By:
Dominion East Ohio, Revised May, 2003

EXHIBIT "A"

TO AN EASEMENT DATED _____
 FROM
THE CITY OF KENT
 TO
DOMINION EAST OHIO
 Prepared by:



Richard J. Kole
 AUG 2, 2011 NO SCALE



INDICATES EX. 25' DEO ESMT
 VOLUME 1083, PAGE 0742

INDICATES NEW
 DEO EASEMENT

Situated in the Township of Franklin, County of Portage and State of Ohio and known as being a part of Original Franklin Township Lot 21 and 34;

Beginning at a Monument found in the centerline of East Main Street, a.k.a. State Route 59, width varies, said Monument is also South 82° 00' 00" West 952.10 feet from the intersection of said centerline of East Main Street and the easterly line of said Lot 21, thence from said Monument, South 82° 00' 00" West along said centerline of East Main Street, 176.23 feet, thence North 05° 08' 00" West along the easterly line of land conveyed to The City of Kent, in deed dated August 25, 1986 and recorded in Volume 1041 Page 0503 of Portage County Deed Records, 422.11 feet; thence North 84° 52' 00" East, 37.44 feet to the Principal Place of Beginning of the easement herein intended to be described;

thence North 05° 08' 00" West, 138.40 feet;

thence North 89° 26' 25" West, 198.18 feet;

thence South 05° 09' 07" East, 14.90 feet to a point in the northerly line of a Pump Station Site in deed dated December 11, 1973 and recorded in Volume 905 Page 463 of Portage County Deed Records;

thence South 84° 50' 53" West along said northerly line of land so conveyed, 20.00 feet;

thence North 05° 09' 07" West, 37.00 feet;

thence South 89° 26' 25" East, 243.41 feet;

thence South 05° 08' 00" East, 122.93 feet to a point of curvature;

thence southwesterly by a curve to the right, an arc distance of 36.14 feet, said arc having a radius of 50.00 feet, a central angle of 41° 24' 35", and a chord which bears South 15° 34' 17" West, 18.90 feet;

thence South 84° 52' 00" West, 12.50 feet to the Principal Place of Beginning and containing 8,615.0905 square feet (0.1977 acres) of land as described on August 02, 2011 by R.M. Kole & Assoc. Corp., Professional Land Surveyors.

File No. 11090

Construction Maintenance and License Agreement
POR-KSU Gateway Bike Trail (PID 88517)

THIS CONSTRUCTION, MAINTENANCE AND LICENSE AGREEMENT made this _____ day of _____, 2011, by and between the CITY OF KENT (hereinafter referred to as "CITY") and KENT STATE UNIVERSITY (hereinafter referred to as "KSU") recites that:

WHEREAS, the CITY and KSU agreed to cooperate in the design, construction and funding of the Esplanade Extension, SR 59 crossing and Erie Street upgrade on March 5, 2010. This Memorandum of Understanding is included as Exhibit A; and

WHEREAS, the CITY and KSU amended the Memorandum of Understanding dated March 5, 2010 on June 17, 2010 to incorporate a \$700,000 grant received by the City for the construction of the Esplanade Extension. This amendment to the Memorandum of Understanding is included as Exhibit B; and

WHEREAS, the construction of the Esplanade Extension shall now be known as POR-KSU Gateway Bike Trail - PID 88517 (hereafter referred to as ("POR-KSU") to coincide with the funding obtained; and

WHEREAS, a portion of the POR-KSU will traverse the property of KSU for the enjoyment and use by the general public including KSU (hereinafter referred to as "USERS"); and

WHEREAS, the CITY and KSU desire to delineate the duties, rights, and responsibilities of each party to the other regarding POR-KSU;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

CONSTRUCTION

KSU hereby grants to the City a license for the construction, maintenance and use of The POR-KSU across a portion of the KSU campus. The City shall construct The POR-KSU in accordance with plans and specifications that have been approved by KSU and the City. KSU shall maintain The POR-KSU in accordance with terms defined later in this agreement.

The POR-KSU shall be designed to meet minimum AASHTO standards for bike and hike trails and be approved by The Ohio Department of Transportation. The project shall be constructed in accordance with the policies of the Local Public Administered projects required by the Ohio Department of Transportation. Additional amenities for the POR-KSU such as observation points, bridges, boardwalks, lighting, water fountains, art, trash bins, signage, etc. shall also conform to current KSU standards. These amenities shall receive KSU approval prior to installation regarding its proposed type, size and location.

KSU shall be responsible for the cost of all utilities connected for use along The POR-KSU.

The City shall administer the contracts for the design and construction of the POR-KSU. KSU shall reimburse the City all local share costs for the project. The project construction budget of \$3,282,000, previously approved by the KSU Board of Trustees on _____, shall not be exceeded without the written approval of KSU. The project construction budget includes all costs to complete the construction of the project, including but not limited to; construction engineering, inspection services, testing services, utility fees, legal fees, construction & contingencies. KSU shall assist the City's Engineer to complete the construction of the project within the approved budget.

LOCATION

The POR-KSU shall commence at or near the intersection of Erie Street and S.R. 59 and continue easterly to its terminus at the existing Esplanade at Lincoln Street generally following the route delineated in Exhibit C.

KSU reserves the right to relocate the POR-KSU on its property and or its related amenities at any time during the term of this agreement. KSU shall be responsible for the cost of any such relocation, shall maintain the POR-KSU connectivity to The Portage Bike and Hike Trail system and shall meet minimum AASHTO standards for bike and hike trails effective the date of this agreement. Conversely, the City may not alter The POR-KSU on KSU property without receiving the written approval of KSU.

MAINTENANCE

The POR-KSU, including all improvements and amenities, shall be the sole maintenance and repair responsibility of KSU. The City shall have the right to make any and all emergency repairs necessary at roadways to protect the safety and welfare of the traveling public. The City shall notify KSU of the emergency repairs and KSU shall diligently pursue to make all permanent repairs to the facility upon receipt of notification from the City.

The City & KSU shall perform non-emergency repairs to its utilities in such a manner as to minimize disturbance to the functioning of the POR-KSU. The POR-KSU shall be restored to the quality of the existing facility with similar materials whenever the City and or KSU disturb the facility in the course of repairing and/or maintaining its utilities or facilities.

Maintenance shall be in accordance with the standards generally applied to public facilities of this nature, including repair and/or replacement as a result of weather, animals, individuals or any other cause. The maintenance responsibility shall remain in full force for the duration of the terms of this agreement.

SAFETY/LIABILITY

The safe and secure enjoyment of The POR-KSU by users while on the property of KSU shall be the sole responsibility of KSU. KSU hereby indemnifies and saves harmless the City from and against any liability actions, claims and causes of action, whether in law or in equity, for injury or death to persons or damage to property related to the use of The POR-KSU.

KSU shall maintain general liability insurance coverage to such extent and in such amounts, as it deems appropriate, but in no event less than the amount of coverage that the City carries for general liability coverage. KSU shall cause the city to be named as additional insured, whether in law or in equity. Further the City shall name KSU as an additional insured on any liability coverage in place for the operation and use of The POR-KSU.

TERM, TERMINATION AND ABANDONMENT

It is the desire of the parties that this agreement shall remain in full force in perpetuity, but in no event shall the initial term of this agreement expire before January 1, 2062. After such initial term, should the City wish to abandon the other portions of the Portage, or should KSU abandon The Portage-KSU, and/or terminate this agreement, the moving party shall give the other party no less than 365 days prior notice.

SEVERABILITY

In the event anyone or more of the provisions contained in the Agreement shall be determined to be invalid and the remaining provisions can be given effect, then in such event the remaining provisions shall remain in full force and effect.

NON-ASSIGNMENT

The rights, duties and responsibilities of parties under this agreement shall not be assignable by either party without written consent of the other party.

NON-WAIVER OF BREACH

The waiver of a breach of any one or more of the terms, provisions and conditions set forth and included in this Agreement shall not constitute, nor be construed to represent or constitute, the waiver in whole or in part of any subsequent breach of any term, provision or condition contained in this Agreement.

INTEGRATED AGREEMENT

This Agreement, including exhibits, represents the entire, complete and exclusive understanding and agreement of the parties hereto and reduces to writing all oral negotiations and agreements of the parties and shall not be changed, varied or otherwise amended except in writing, signed by each of the parties hereto.

NOTICES

Unless and until otherwise advised in writing in accordance herewith, all notices required to be given under this Agreement shall be in writing sent by certified mail, postage prepaid, as follows:

To City: City of Kent
 215 East Summit street
 Kent, Ohio 44240

To KSU: Vice President for Administration
 Kent State University
 P.O. Box 5190
 Kent, Ohio 44242

ARTICLE HEADINGS

The article headings contained herein are inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit or describe the scope or intent of this Agreement, nor in any way to affect the interpretation of any provision of this agreement.

GOVERNING LAW

This Agreement is being executed in the state of Ohio and the laws of Ohio shall govern its validity, effect and performance.

IN WHITNESS WHEREOF, the parties to this agreement have hereunto set their hands on the day and year first written above.

KENT STATE UNIVERSITY

CITY OF KENT

By _____
Gregg S Floyd
Vice President for Finance &
Administration

By _____
David Ruller
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM: .

Legal Council for Kent State University

Jim Silver
Law Director

Certificate of Director of Budget and Finance

It is hereby certified that the amount SEVEN HUNDRED THOUSAND Dollars (\$700,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the Capital Fund free from any obligation or certificates now outstanding.

Dave Coffee, Director of Budget and Finance

Date

Exhibit A
Esplanade – Erie Street Memorandum of Understanding

ESPLANADE – ERIE STREET

MEMORANDUM OF UNDERSTANDING

**KENT STATE UNIVERSITY
AND
THE CITY OF KENT**

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Memorandum of Understanding, dated March 5, 2010, is an agreement made and entered into between Kent State University ("KSU") and the City of Kent, Ohio, duly formed under the laws of the State of Ohio (the "City").

WITNESSETH:

WHEREAS, KSU and the City desire better connectivity for pedestrians between KSU and downtown Kent; and

WHEREAS, The City and KSU agree that an extension of the pedestrian facility on campus called the "Esplanade" to downtown Kent would provide the better connectivity desired; and

WHEREAS, The construction of the Esplanade Extension requires approval of a break in the Limited Access along SR 59 from the Ohio Department of Transportation; and

WHEREAS, The construction of the Esplanade Extension will require an upgrade and extension of the Esplanade from Lincoln Street to SR 59 and road and pedestrian improvements on Erie Street from SR 59 to Water Street; and

WHEREAS, The KSU Board of Trustees approved revisions to the KSU Campus Master Plan and the City presented to the public on July 9 and 14, 2009 and City Council a downtown redevelopment plan that depicts the extension of the Esplanade from KSU to downtown Kent along Erie Street in downtown Kent; and

WHEREAS, The above Esplanade Extension, SR 59 crossing and Erie Street upgrade represent a significant investment.

THEREFORE, The City and KSU agree to cooperate in the design, construction and funding of the Esplanade Extension, SR 59 crossing and Erie Street upgrade. Each party agrees to the following to create the connectivity described above:

City:

- Improve East Erie Street from SR 59 to Water Street, including street condition, streetscape with increased pedestrian and bicycle facilities and other amenities consistent with other downtown streets.
- Continue to diligently pursue limited access breaks on SR 59 from the Ohio Department of Transportation for the Esplanade-Erie Street connection at SR 59.
- Permit construction of the Esplanade Extension in the existing Erie Street Right-of-Way from SR 59 to Willow Street with consideration of the existing utilities and upon approval of the final plans.
- Perform non-emergency repairs to the existing utilities within the existing Erie Street Right-of-Way in such a manner as to minimize disturbance to the functioning of the Esplanade.
- Repair the Esplanade Extension to the quality of the existing facility with similar materials when the City disturbs the facility in the course of repairing and/or maintaining its utilities.

KSU:

- Extend the Esplanade in accordance with the Board of Trustee approved revisions to the KSU Campus Master Plan, including design, land acquisition and construction.
- Assist the City in pursuing the limited access breaks on SR 59 from the Ohio Department of Transportation for the Esplanade-Erie Street connection at SR 59.
- Maintain the Esplanade Extension from Lincoln Street to SR 59, including routine maintenance such as sweeping, plowing and landscaping, repairs to the surface, lighting system and other amenities and eventually replacement at the end of the facility's useful life.

City and KSU:

- Collaborate to expand and extend the proposed community sculpture walk along the esplanade.
- Collaboratively pursue Federal, State or other funding for the Esplanade Extension from SR 59 to Lincoln Street.
- Collaborate to provide a safe, vibrant pathway between the City and the University including individual and jointly sponsored regularly scheduled events.

Schedule:

The City and KSU will diligently pursue the completion of the Esplanade Extension and Erie Street Upgrade. Construction shall be completed for both facilities by December 1, 2012 unless otherwise modified by both parties.

In witness whereof, the Parties hereto have offered their hands and seals:

CITY OF KENT

Approved and Accepted by:




Dave Kuller
City of Kent, City Manager

Date: 2/23/10

Witness: Cheranne Robinson

Witness: Elizabeth Zorc

Approved as to Form:

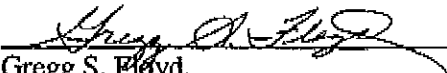


Jim Silver
City of Kent, Law Director

Date: 2-23-10

KENT STATE UNIVERSITY

Approved and Accepted by:



Gregg S. Floyd,
Vice President
for Finance and Administration

Date: 3/5/10

Witness: Shelley Ingraham

Witness: Pat DeWine

REVIEWED BY


FEB 25 2010

UNIVERSITY
COUNSEL

Exhibit B

Esplanade – Erie Street Memorandum of Understanding Amendment #1

ESPLANADE - ERIE STREET
MEMORANDUM OF UNDERSTANDING

Amendment #1

KENT STATE UNIVERSITY
AND
THE CITY OF KENT

**ALL PARTIES BEING IN THE COUNTY OF PORTAGE,
STATE OF OHIO**

This Amendment, dated June 17, 2010, is by and between Kent State University ("KSU") and the City of Kent, ("City"), duly formed under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, The City and KSU agreed on March 5, 2010 to complete the design, construction and funding of the Esplanade Extension, SR 59 crossing and Erie Street upgrade, herein after referred to as the "project".

WHEREAS, The City obtained a \$700,000 grant for the Esplanade Extension which requires the City manage the design and construction of the project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties that the City and KSU agree to collaborate on the design and construction of the Esplanade Extension ("Project"). Each Party shall be responsible for the following tasks to complete the "Project":

City:

- Manage the Local Public Agency (LPA) Agreement with O.D.O.T.
- A City of Kent Engineer will be in responsible charge of the Project.
- Administer the contract involving the Design and Construction of the Project.

KSU:

- Reimburse the City all local share costs for design and construction.
- Assist the City's Engineer in responsible charge to complete the design and construction of the project within the approved frame.
- KSU will pay for all design expenses up to \$300,000

City and KSU:

- KSU and the City shall review and approve design plans and specifications.
- KSU and City shall both approve all Project invoices and expenses prior to payment.

In witness whereof, the Parties hereto have offered their hands and seals:

CITY OF KENT

Approved and Accepted by:




Dave Ruller
City of Kent, City Manager

Witness: 

Witness: 

Date: 6-8-10

Approved as to Form:

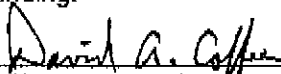


Jim Silver
City of Kent, Law Director

Date: 6-9-10

Certificate of City of Kent Director of Budget and Finance

It is hereby certified that the amount THREE HUNDRED THOUSAND Dollars (\$300,000) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the City Treasury or in the process of collection to the credit of the ~~General Fund~~ free from any obligation or certificates now outstanding. ^{CAPITAL PROJECTS 301}

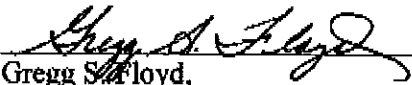


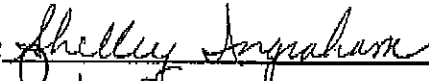
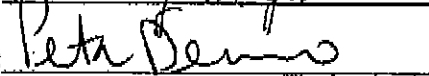
Dave Coffee, Director of Budget and Finance

6-17-10
Date

KENT STATE UNIVERSITY

Approved and Accepted by:


Gregg S. Floyd,
Vice President
for Finance and Administration

Witness: 
Witness: 

Date: 6/2/10