

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

September 11, 2020

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

OAHU

Status Report Regarding Deed to the State for Submerged Lands and Improvements Thereon by the Doris Duke Foundation of Islamic Art, Tax Map Key: (1) 3-1-041:005, Waikiki, Honolulu, Oahu.

Approval in Principle of Memorandum of Understanding Regarding a Possible Construction Project Regarding the Property

BACKGROUND

At its meeting in April 27, 2018 under agenda item K-4, the Board of Land and Natural Resources (Board) considered a Conservation District Use Application (CDUA) OA-3809 from the Doris Duke Foundation for Islamic Art (DDFIA). DDFIA proposed to modify a private boat basin located on privately owned submerged lands, being part of its property known as Shangri La. DDFIA sought to dismantle an artificial breakwater that served as the seaward boundary of the boat basin and use the boulders from the dismantled breakwater to reinforce a preexisting seawall running along the interior of the boat basin. DDFIA stated that the breakwater was a public safety hazard, as members of the public have suffered serious injuries from high risk behavior occurring there.

After testimony in opposition from members of the public, the Board denied DDFIA's application. DDFIA then requested a contested case. As a result of confusion regarding the Board's vote on the prior item, at the meeting on May 25, 2018, under agenda item K-1, the Board was asked to rescind its prior denial of the CDUA. The Board affirmed its denial of the application. At its meeting on June 22, 2018, under agenda item K-3, the Board approved the appointment and selection of a hearing officer for the contested case hearing.

On June 14, 2018, DDFIA submitted to the Department an offer to convey to the state, by quitclaim deed, the submerged lands and improvements thereon that were the subject of the CDUA. DDFIA also withdrew its request for a contested case hearing.

The Board considered DDFIA's offer at its September 28, 2018 meeting. Staff expressed

grave concerns about the acquisition and recommended that the Board reject the offer. The Board disagreed and accepted the offer.

DISCUSSION

The parties are close to finalizing the transfer of the property. A copy of the draft deed is attached as Exhibit 1.

In addition, DDFIA has offered to pay as much as \$1 million dollars on behalf of the State if the State decides to proceed with the project to dismantle the artificial breakwater and use the boulders to reinforce a preexisting seawall running along the interior of the boat basin.

No decision has been made to pursue the project. The project is opposed by some in the community. The decision whether or not to proceed is ultimately up to the Board subject to issuance of permits that may be required and process available to various stakeholders.

The point of this submittal is to recommend that the Board conditionally accept the offer of a \$1 million contribution. That is, if the Board proceeds with the project, then DDFIA will contribute the money. If the Board does not pursue the project then the money will not be paid.

A draft of the proposed MOA is attached as Exhibit 2. Staff is not aware of any downside to authorizing execution of the MOA. Doing so in no way commits the Board to doing the project.

RECOMMENDATION:

That the Board:

- 1) Approve execution of the MOA in principle and authorize the Chair, with input from the Department of Attorney General, to negotiate a final form of MOA and execute it on behalf of the State.

Respectfully Submitted,

Russell Tsuji

Russell Y. Tsuji, Administrator

APPROVED FOR SUBMITTAL:

Suzanne D. Case

Suzanne D. Case, Chairperson

Return by Mail () Pickup () To:

This document contains _____ pages

TITLE OF DOCUMENT: LIMITED WARRANTY DEED

PARTIES TO DOCUMENT:

GRANTOR: DORIS DUKE FOUNDATION FOR ISLAMIC ART
a New York nonprofit corporation
650 Fifth Avenue, 19th Floor
New York, New York 10019

GRANTEE: STATE OF HAWAII
by its Board of Land and Natural Resources
1151 Punchbowl Street
Honolulu, Hawaii 96813

TAX MAP KEY: (1) 3-1-041-005 (por.)

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED, made on this ____ day of _____, 2020, by the DORIS DUKE FOUNDATION FOR ISLAMIC ART, a New York nonprofit corporation ("Grantor"), whose mailing address is 650 Fifth Avenue, 19th Floor, New York, New York 10019, in favor of the STATE OF HAWAII, by its Board of Land and Natural Resources ("Grantee"), whose mailing address is 1151 Punchbowl Street, Honolulu, Hawaii 96813.

W I T N E S S E T H:

WHEREAS, Doris Duke Cromwell and the Territory of Hawaii entered into that certain Exchange Deed dated December 8, 1938 ("Exchange Deed") attached hereto as **EXHIBIT I**; and

WHEREAS, under the Exchange Deed, Mrs. Duke Cromwell conveyed a shoreline parcel of 7,817 square feet in Kailua to the Territory of Hawaii (now State of Hawaii) to allow for the expansion of a municipal park, which is now part of the City and County of Honolulu's Kailua Beach Park, and granted the perpetual easement described immediately below, more particularly described in the Exchange Deed as Items I and II, in exchange for the two submerged parcels, more particularly described in the Exchange Deed under Items III and IV; and

WHEREAS, the submerged parcel described in the Exchange Deed under Item III comprised an area of 0.563 acre; and

WHEREAS, the submerged parcel described in the Exchange Deed under Item IV comprised an area of 0.045 acre more or less; and

WHEREAS, in consideration for the two submerged parcels, Mrs. Duke Cromwell established easements within that certain real property located at 4055 Papu Circle, Honolulu, Hawaii, known as Shangri La, bearing Tax Map Key No. (1) 3-1-041-005 ("Parcel 5") for foot passage only, over, across, along and upon those two certain four-foot (4 ft.) rights-of-way, providing for the construction of a cause-way to serve as a pedestrian walkway along the coastline being more particularly described and delineated as easements E and F in the Exchange Deed, including the 103 square feet of land connecting said easements, as shown on Map 3, filed in the Office of the Assistant Registrar of the Land Court Application No. 1136 ("Walkway"); and

WHEREAS, pursuant to the Exchange Deed, Mrs. Duke Cromwell, her heirs and assigns, are to keep the Walkway, in good order, repair and condition, so that said Walkway, throughout the entire length thereof, shall provide a safe way of passage at all times; and

WHEREAS, the submerged parcels described in the Exchange Deed under Items III and IV were registered in the Land Court of the State of Hawaii pursuant to Land Court Application No. 1226 and referred to therein as PARCEL 1 and PARCEL 2; and

WHEREAS, pursuant to that certain Order Granting Ex Parte Petition for Approval of Final Accounts and Distribution and Complete Settlement of Estate; Exhibit "A" included in that certain instrument filed on January 4, 1999 under Document No. T2511627 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, the Grantor, received, among other things, from the Estate of Doris Duke, Deceased, Parcel 5, being that certain parcel of land

consisting of an area of 4.297 acres, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Application No. 1136 of Doris Duke Cromwell, and the two submerged parcels, referred to therein as PARCEL 1, consisting of an area of 0.563 acre, and PARCEL 2, consisting of an area of 0.045 acre, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court Application No. 1226 of Doris Duke Cromwell, being the property described in Certificate of Title No. 524,218; and

WHEREAS, the executive board of the State of Hawaii's Department of Land and Natural Resources, known as the Board of Land and Natural Resources, by motion made and unanimously approved at its meeting held on Friday, September 28, 2018, agreed to accept the conveyance of the submerged parcels described in the Exchange Deed and any improvements thereon with the understanding that the Walkway would continue to be the property of Grantor, subject to a public easement and that such conveyance would be made by Limited Warranty Deed between Grantor and the State of Hawaii; and

WHEREAS, Grantor is transferring the two submerged parcels it received from the Estate of Doris Duke, Deceased, as referenced above, and referred to as PARCEL 1, consisting of an area of 0.563 acre, and PARCEL 2, consisting of an area of 0.045 acre, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court Application No. 1226 of Doris Duke Cromwell, being the property described in Certificate of Title No. 524,218 and as described in **EXHIBIT II** and any improvements thereon other than the Walkway; and

WHEREAS, Grantor and the State of Hawaii acknowledge that the State of Hawaii owns all lands makai of the upper reaches of the wash of waves, usually evidenced by the edge of vegetation or by the line of debris left by the wash of waves ("Shoreline");

WHEREAS, the conveyance from Grantor to the State of Hawaii does not include any the Walkway whether or not the Walkway is located on the submerged parcels; and

WHEREAS, the conveyance of the submerged parcels and any improvements thereon excepting any areas of the Walkway located on the submerged parcels from Grantor to the State does not affect the conveyance by Mrs. Duke Cromwell of the certain shoreline parcel of 7,817 square feet in Kailua to the Territory of Hawaii (now State of Hawaii) under the Exchange Deed.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell, and convey all of the Grantor's right, title, and interest in and to that certain real property described in **EXHIBIT II** attached hereto and any improvements thereon other than the Walkway and by this reference incorporated herein, unto the Grantee, its successors and assigns, in fee simple;

TO HAVE AND TO HOLD, the same, together with all improvements, tenements, hereditaments, rights, easements, privileges and appurtenances thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee, subject as aforesaid, absolutely and in fee simple. The real property described in **EXHIBIT II** and the improvements, tenements, hereditaments, rights, easements, privileges and appurtenances shall be hereinafter collectively referred to hereafter as the "Property".

EXCEPTING AND RESERVING to the Grantor, its successors and assigns, all the remaining portions of Parcel 5 thereto,

AND, in consideration of the premises, Grantor does hereby covenant with Grantee, that Grantor is conveying to the State of Hawaii all of its right, title and interest to the Property described in **EXHIBIT II**; that said Property is free and clear of and from all liens and encumbrances made or suffered by Grantor; that Grantor shall be responsible for payment of all property taxes up to the date of execution of this Limited Warranty Deed and except as specifically set forth in said **EXHIBIT II**; and that Grantor will WARRANT AND DEFEND the same unto Grantee against any and all encumbrances made or suffered by Grantor, except as aforesaid.

AND, that the Grantee acknowledges and accepts the Property more particularly described in **EXHIBIT II** "AS-IS" and "WHERE-IS" as of the date hereof, without any representations or warranties whatsoever, either expressed or implied, with respect to said Property.

Each of the parties to this instrument may execute different and separate copies (called "counterparts") of this instrument, each of which when so executed shall be deemed to be an original, and all of which taken together will constitute one and the same instrument. For convenience, the parties' signatures may be separated on different pages and appear on the same pages as their acknowledgements. This instrument assembled in this manner will be binding upon all of the parties, even though all of them have not signed the same original or counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties executed these presents the day and year first above written.

DORIS DUKE FOUNDATION FOR ISLAMIC ART, a
New York nonprofit corporation

By: _____

Name: _____

Title: _____

“Grantor”

STATE OF HAWAII

By: _____

Name: _____

Title: _____

“Grantee”

APPROVED AS TO LEGALITY, FORM,
EXCEPTIONS, AND RESERVATIONS

By _____
Deputy Attorney General

Date: _____

STATE OF NEW YORK

COUNTY OF _____

)
) ss:
)

On the _____ day of _____ in the year 2020 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Name of Notary: _____
Notary Public, State of New York

My commission expires: _____

EXHIBIT II

All of that certain parcel of land situate at Kaalawai, Kapahulu, City and County of Honolulu, State of Hawaii, described as follows:

PARCEL 1, area 0.563 acre, and

PARCEL 2, area 0.045 acre, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Application No. 1226 of Doris Duke Cromwell;

Being land(s) described in Transfer Certificate of Title No. 524,218 issued to DORIS DUKE FOUNDATION FOR ISLAMIC ART, a New York nonprofit corporation.

SUBJECT, HOWEVER, to the following:

A. Any rights or claims arising out of navigational servitudes, including those of the U.S. Government.

B. As to Parcel 1:

A perpetual easement in favor of the State of Hawaii over, across, along and upon a four-foot (4 foot) right-of-way for the construction of a cause-way to give the citizens of the territory a safe way of passage along the coast line and more particularly described as follows:

Beginning at the northwest corner of the right-of-way, the direct tie from the end of Course 19 of the above Parcel 1 being 47° 24' 6.20 feet, and running by azimuths measured clockwise from true South:

1. 299° 34' 19.24 feet;
2. Thence along high water mark along Land Court Application 1136, the direct azimuth and distance being:
318° 22' 12.40 feet;
3. 119° 34' 32.36 feet;
4. Thence along high water mark along Land Court Application 1136, the direct azimuth and distance being:
227° 24' 4.20 feet to the point of beginning and containing an area of 103 square feet, more or less.

Tax Map Key No: (1) 3-1-041-005 (por.)

C. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance and the effect, if any, upon the area of the land described herein.

3. Pending Civil No. 95-4660 in the Circuit Court of the First Circuit, State of Hawaii; WINIFRED COCKEY, "Plaintiff", vs. U.S. TRUST COMPANY OF NEW YORK, and BERNARD LAFFERTY, temporary co-executors of the Estate of Doris Duke, deceased, "Defendant", re: damage to the property.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a survey or archaeological study would disclose.

TAX MAP KEY: (1) 3-1-041-005 (por.)

END OF EXHIBIT II

MEMORANDUM OF AGREEMENT
between
DORIS DUKE FOUNDATION FOR ISLAMIC ART
and
STATE OF HAWAII, by its
BOARD OF LAND AND NATURAL RESOURCES

This Memorandum of Agreement ("Agreement") is made effective as of _____, 2020 ("Effective Date") between the DORIS DUKE FOUNDATION FOR ISLAMIC ART, a New York nonprofit corporation ("DDFIA"), whose mailing address is 650 Fifth Avenue, 19th Floor, New York, New York 10019, and the STATE OF HAWAII, by its Board of Land and Natural Resources ("STATE") (individually, a "party" and collectively, the "parties"), whose mailing address is 1151 Punchbowl Street, Honolulu, Hawaii 96813.

RECITALS

A. DDFIA previously filed a Conservation District Use Application with the STATE for the Shangri La Breakwater Safety Initiative and Shoreline Stabilization Project ("CDUA OA-3809 Application"), which included, among other things, designs, studies and construction plans ("Existing Plan"). The STATE denied the CDUA OA-3809 Application on April 27, 2018 and May 25, 2018, but subsequent meetings and discussions between the parties continued in order to discuss alternative options and safety concerns relating to the shoreline.

B. On September 28, 2018, by motion made and unanimously approved at its meeting, the STATE agreed to accept the conveyance of the submerged parcels including any improvements thereon described in that certain Exchange Deed dated December 8, 1938 ("Exchange Deed") with the understanding that the walkway as described in the Exchange Deed would continue to be the property of DDFIA, subject to a public easement, and that such conveyance would be made by limited warranty deed between DDFIA and the STATE ("Limited Warranty Deed").

C. Various meetings and discussions between the representative of DDFIA and the STATE has resulted in understandings and agreements with respect to the safety concerns relating to the shoreline. As a result, the STATE has determined that it may proceed with the shoreline restoration and safety project as originally proposed in the Existing Plan following the conveyance of the submerged parcels from DDFIA to the STATE under the Limited Warranty Deed ("State Shoreline Plan").

D. In connection with the State Shoreline Plan, DDFIA has agreed to provide certain financial assistance to the STATE to fund the actual construction costs of the State Shoreline Plan.

E. The parties are entering into this Agreement to set forth their mutual understandings and obligations with respect to DDFIA's agreement to provide financial assistance for the State Shoreline Plan.

AGREEMENT

DDFIA and the STATE agree as follows:

1. Financial Commitment from DDFIA. DDFIA agrees to fund the actual construction costs of the State Shoreline Plan that will restore the shoreline as originally proposed in the Existing Plan, which the STATE may modify with prior written approval from DDFIA so long as shoreline restoration and safety remain the primary objective. As set forth in the Existing Plan, the priority bid for the associated construction costs was seven hundred five thousand dollars (\$705,000). DDFIA recognizes that the costs in the priority bid for the Existing Plan may have increased over time and, thus, DDFIA is willing to provide additional assistance up to a maximum amount of no more than one million dollars (\$1,000,000) ("Maximum Payment Cap") for the State Shoreline Plan, provided that the STATE provides an updated bid or other evidence in a form reasonably satisfactory to DDFIA setting forth the updated costs for the State Shoreline Plan. DDFIA shall disburse milestone payments as set forth below. Notwithstanding the foregoing, DDFIA, in its sole discretion, may agree to upfront payment of funds that may be required to begin construction of the State Shoreline Plan.

Milestone:	Timeframe:	Payment:
No. 1	STATE executing a construction contract for the State Shoreline Plan	[\$100,000]
No. 2	Commencement of construction for the State Shoreline Plan	[\$150,000]
No. 3	50% completion of the restoration of the shoreline as originally proposed in the Existing Plan	Actual construction costs or [\$250,000], whichever is less.
No. 4	75% completion of the restoration of the shoreline as originally proposed in the Existing Plan	Actual construction costs or [\$250,000], whichever is less.
No. 5	100% completion of the restoration of the shoreline as originally proposed in the Existing Plan	Actual construction costs or remaining balance of the Maximum Payment Cap, whichever is less.

2. Nature and Form of Payment. DDFIA shall make the payments mentioned herein to any fund or entity designated by the State.

3. Additional Costs. DDFIA shall not be responsible for any additional costs over and above the Maximum Payment Cap for the State Shoreline Plan, including but not limited to, any soft costs for design, studies and construction plans; permits, assessments, and approvals; state personnel costs and costs associated with any consultants or contractors who may be engaged by the STATE in connection with the State Shoreline Plan. DDFIA shall not be solely responsible for any pre-construction costs of the State Shoreline Plan.

4. Ongoing Shoreline Safety Measures. DDFIA will continue its current efforts to maintain safety at the shoreline. DDFIA and the STATE will, in good faith, work together to implement mutually agreed upon changes to the signage or existing physical barriers to maintain safety.

5. Shoreline Walkway. DDFIA will continue to maintain the existing shoreline walkway per the requirements set forth in the Limited Warranty Deed.

6. Mutual Cooperation. The parties agree to reasonably cooperate with each other to carry out the terms of this Agreement, which will include DDFIA providing non-financial support for the STATE's Conservation District Use Application and construction process and the STATE securing all necessary pre-construction permits and approvals in connection with the State Shoreline Plan.

7. Annual Report. On an annual basis, but no later than _____ of each year, the STATE shall provide an annual report to DDFIA of the current status of its State Shoreline Plan until such time when the construction project is completed or this Agreement is terminated, whichever is later.

8. Term. This Agreement shall automatically terminate _____ year from the Effective Date; provided, however, that this Agreement may be renewed for additional one-year periods with the prior written agreement of both parties. Notwithstanding the foregoing, in the event that DDFIA should disburse funds to the STATE up to the Maximum Payment Cap prior to the termination of the Agreement, DDFIA may terminate this Agreement upon providing written notice to the STATE.

9. Undisbursed Monies. Within thirty (30) days following the termination of this Agreement, any monies that have not been disbursed under this Agreement shall remain with DDFIA and DDFIA shall automatically be relieved of all of its obligations under this Agreement.

10. Indemnification. Each party (the "Indemnifying Party") shall release, defend, indemnify and hold harmless the other party, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all reasonable attorneys' fees, and all claims, suits, and demands therefore, arising out of

or resulting from the negligent, reckless, intentional, or wrongful acts, errors, or omissions of the Indemnifying Party, its officers, employees, and agents under this Agreement.

10. Insurance. The STATE's contractors shall maintain in full force and effect at all times during the term of this Agreement, policies of insurance which afford the following coverage, reasonable and customary in scope and amount with respect to the State Shoreline Plan: do you intend that DDFIA be included as a named insured?

- a. Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law;
- b. Comprehensive General Liability Insurance insuring conditions usual and customary for the work to be performed with limits for bodily injury, personal injury and property damage of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and
- c. Automobile Liability Insurance extending to owned, non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) per person, and two million dollars (\$2,000,000) per occurrence for bodily injury or property damage.

11. No Waiver. The failure on the part of DDFIA or the STATE to enforce any term, provision, or condition of this Agreement or to take action as to the other's breach of any term, provision, or condition of this Agreement shall not be construed as a waiver or relinquishment of any such term, provision, or condition.

12. Amendments. This Agreement shall not be amended, altered or modified except by a written instrument duly executed by the parties hereto.

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of DDFIA, its successors and assigns.

14. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Hawaii. If any provision of this Agreement is deemed unenforceable or ineffective, all other provisions of this Agreement shall remain in full force and effect.

15. No Party Deemed Drafter. This Agreement has been negotiated by DDFIA and the STATE, who both agree that neither party shall be deemed the drafter of this Agreement and that in the event this Agreement is ever construed by any court, such court shall not construe this Agreement against any party as the drafter of this Agreement. This Agreement is the complete integration of every agreement and representation made by or on behalf of DDFIA and the STATE with respect to the subject matter and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Agreement, regardless of any law or custom to the contrary.

15. Counterparts. This Agreement may be executed in counterparts.

By their execution below, the parties to this Agreement agree to the terms and conditions of this Agreement, effective as of the Effective Date, and each signatory represents that it has full authority to enter into this Agreement and to bind such signatory's respective party to all of the terms and conditions herein.

DORIS DUKE FOUNDATION FOR ISLAMIC
ART, a New York nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF HAWAII

By: Suzanne D. Case

Chair of the Board of Land and Natural
Resources

Approved by the Board of
Land and Natural Resources
at its meeting held on
_____, 2020.

APPROVED AS TO FORM:



By _____
Deputy Attorney General

Date: _____

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 2020, in the First
Circuit, State of Hawaii, before me personally appeared _____, ☐ personally
known to me -OR- ☐ proved to me on the basis of satisfactory evidence who, being by me
duly sworn or affirmed, did say that such person is the _____ of the
STATE OF HAWAII, by its Board of Land and Natural Resources, that said person
executed the foregoing instrument identified or described as Memorandum of
Agreement, as such person's free act and deed as having been duly authorized to
execute such instrument in such capacity.

The foregoing instrument is dated _____
and contained _____ pages at the time of this acknowledgment/certification.

Notary Public, State of Hawaii

Printed Name of Notary Public

My commission expires: _____

STATE OF NEW YORK

COUNTY OF _____

)
)
)

ss:

On the _____ day of _____ in the year 2020 before me,
the undersigned, personally appeared _____,
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies),
and that by his/her/their signature(s) on the instrument, the individual(s), or the person
upon behalf of which the individual(s) acted, executed the instrument.

Name of Notary:_____

Notary Public, State of New York

My commission expires:_____