



PHYSICAL DEVELOPMENT COMMITTEE City Council Committee

Tuesday, November 12, 2024 | 3:00 PM
2nd Floor Training Room- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

- I. **Welcome** *Councilmember Larry Taylor, Chair*
- II. **Information Items**
 - II.1. Virginia Department Of Transportation (VDOT) Strategically Targeted Affordable Roadway Solutions (STARS) Studies
 - II.2. CIP Series - Site Development: Building Lynchburg's Future
- III. **General Business**
 - III.3. Liberty University Streetlight License Agreement for Liberty Mountain Drive
- IV. **Roll Call**
- V. **Next Regular Meeting**



SITE DEVELOPMENT

Office of Economic Development & Tourism

November 12, 2024

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**LYH
LOVES
YOU**
LYNCHBURG, VA

WHY SITE DEVELOPMENT?

Site development is key to driving economic growth in our City. By making our sites pad-ready, we remove barriers for new businesses and open the door to long-term investments.

Ready-to-develop sites attract companies by reducing their costs and setup times. This advantage helps us bring in industries that provide jobs and boost our economy.

To stay competitive, we're using the Virginia Economic Development Partnership (VEDP) tiered site readiness structure. This system ranks our sites from basic infrastructure to fully pad-ready, helping us identify what needs to be done to attract more businesses.



TIER STRUCTURE

The Virginia Economic Development Partnership (VEDP) utilizes a “site tier structure” within its Virginia Business Ready Sites Program (VBRSP), which categorizes potential industrial development sites from a Tier 1 to Tier 5, signifying the level of readiness for immediate development on a given site.

Tier 1

Site is suitable for development but lacks zoning, infrastructure, and due diligence. No set sales price.

Tier 2

Site is suitable for development with a competitive sales price option but still needs zoning, infrastructure, and minimal due diligence.

Tier 3

Site is zoned for industrial/commercial use, with some due diligence [surveys and assessments] done, but limited infrastructure.

Tier 4

Infrastructure will be ready in 12-18 months, with all permit issues identified

Tier 5

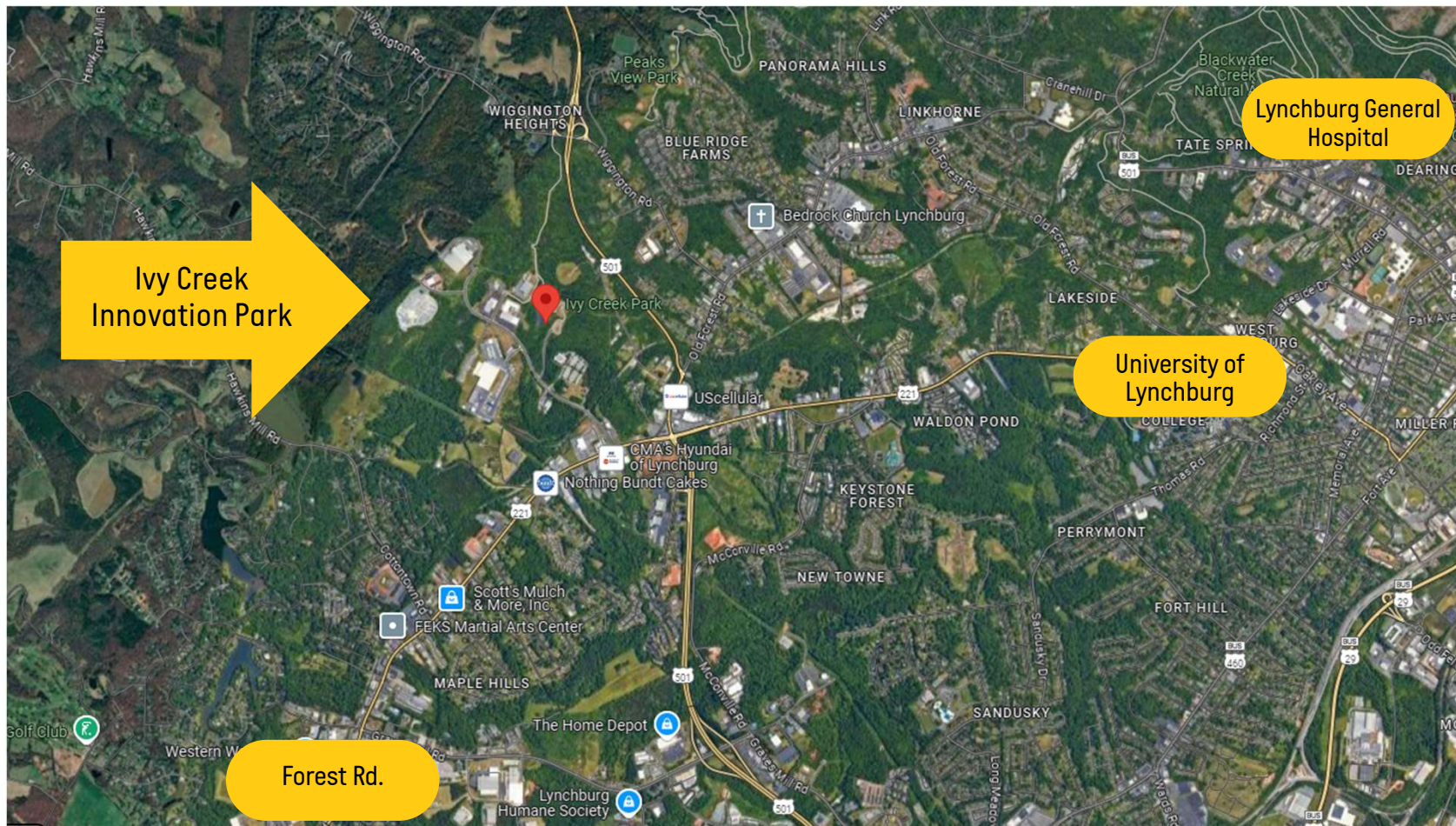
Site is pad-ready: has all permits and is ready for construction approval

LYH'S PROGRESS: BUILDING MOMENTUM



- \$450,000 in state grant dollars for the development of the Airport Commerce Park and Ivy Creek Innovation Park
- Due Diligence completed on Airport Commerce Park and Ivy Creek Innovation Park in FY24
- Access road and utility extensions approved and funded for Ivy Creek Innovation Park Sites A&B in FY25
- Council support for CIP projects to continue site development work towards pad-ready sites

IVY CREEK INNOVATION PARK



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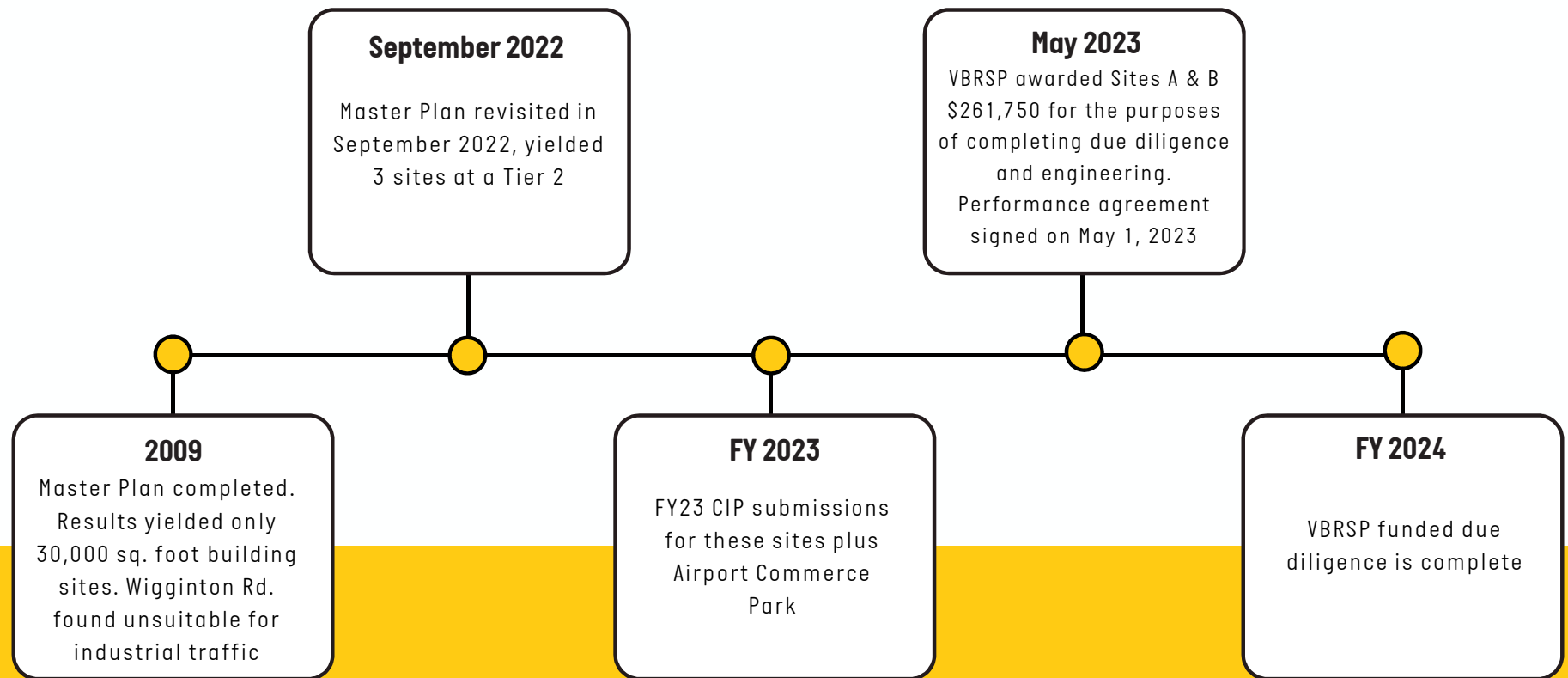
IVY CREEK INNOVATION PARK



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- OED&T reviewed publicly/EDA-owned sites and found Ivy Creek Innovation Park as the most viable.
- Sites A & B are in a vibrant industrial park with easy access to highways.
 - Ivy Creek Park:
 - Public park with trails, fishing, kayak rentals, playground, and solar learning center.
 - Sidewalks connect the park to the industrial area for easy and safe access.
 - Includes L3 Harris, NovaTech, BWXT, Frito Lay, AMG, Total Plastic Solutions, Virginia Metal, Rivers Edge Furniture, Dominion Block
- Project Scope:
 - Current Tier 2 sites
 - Project aims to advance them to Tier 4 by conducting due diligence and designing access roads and utilities.

IVY CREEK INNOVATION PARK TIMELINE





WHAT'S NEXT?

Grading is a critical step in preparing a site for development. It involves reshaping the land to ensure proper drainage and a stable foundation for future construction. This process takes time and requires careful planning, building on each step that precedes it.

Next steps include:

- Constructing the access road and extending water lines and sanitary sewer systems to Site A.
- Designing and permitting for mass grading on Sites A and B.
- Carrying out mass grading construction activities for both sites.

AIRPORT COMMERCE PARK



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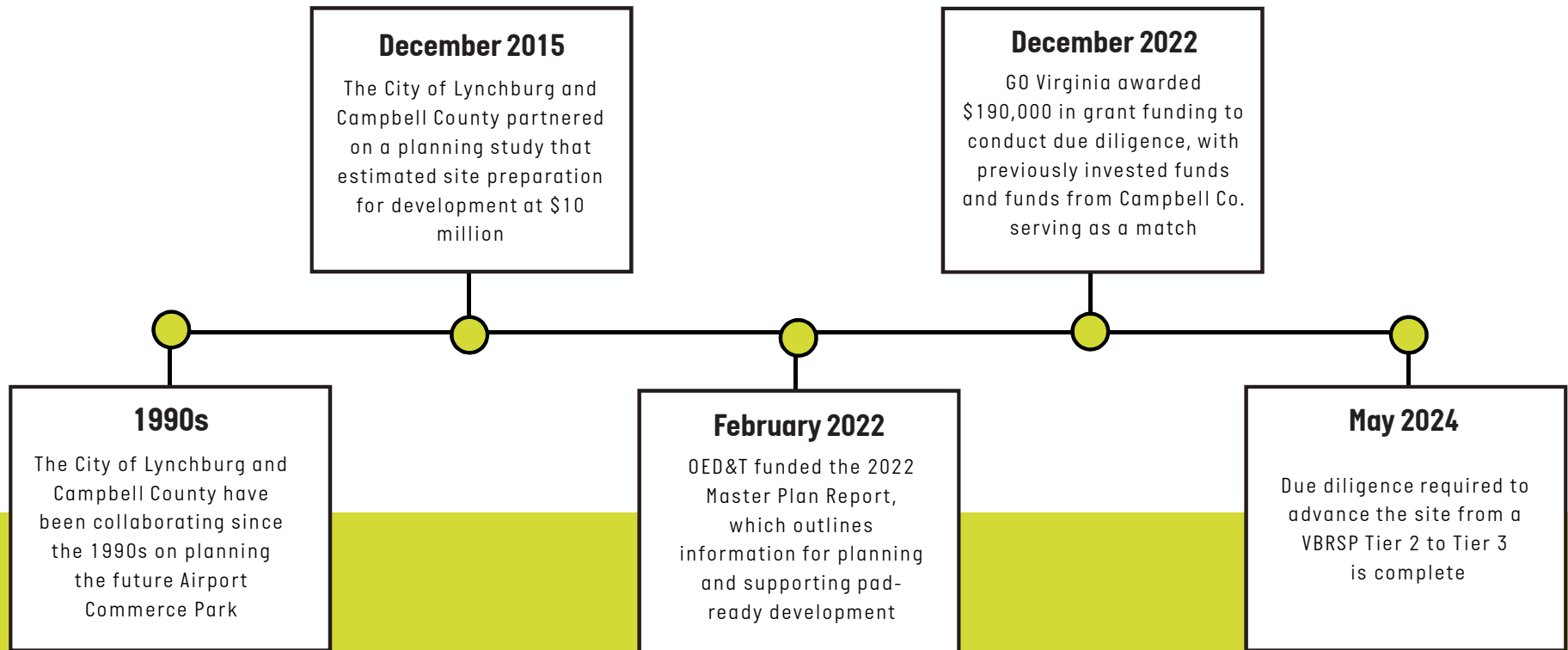


AIRPORT COMMERCE PARK

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- Comprised of 133 acres owned by the City of Lynchburg (located in Campbell County), and 95 acres owned by Campbell County.
- Located less than 1 mile from the US Route 460 and Airport Road interchange
- Intended to be developed into business and industrial park compatible with avian uses

AIRPORT COMMERCE PARK TIMELINE



WHAT'S NEXT?

Designing and constructing water and sanitary sewer improvements are essential steps in preparing the site for future development.

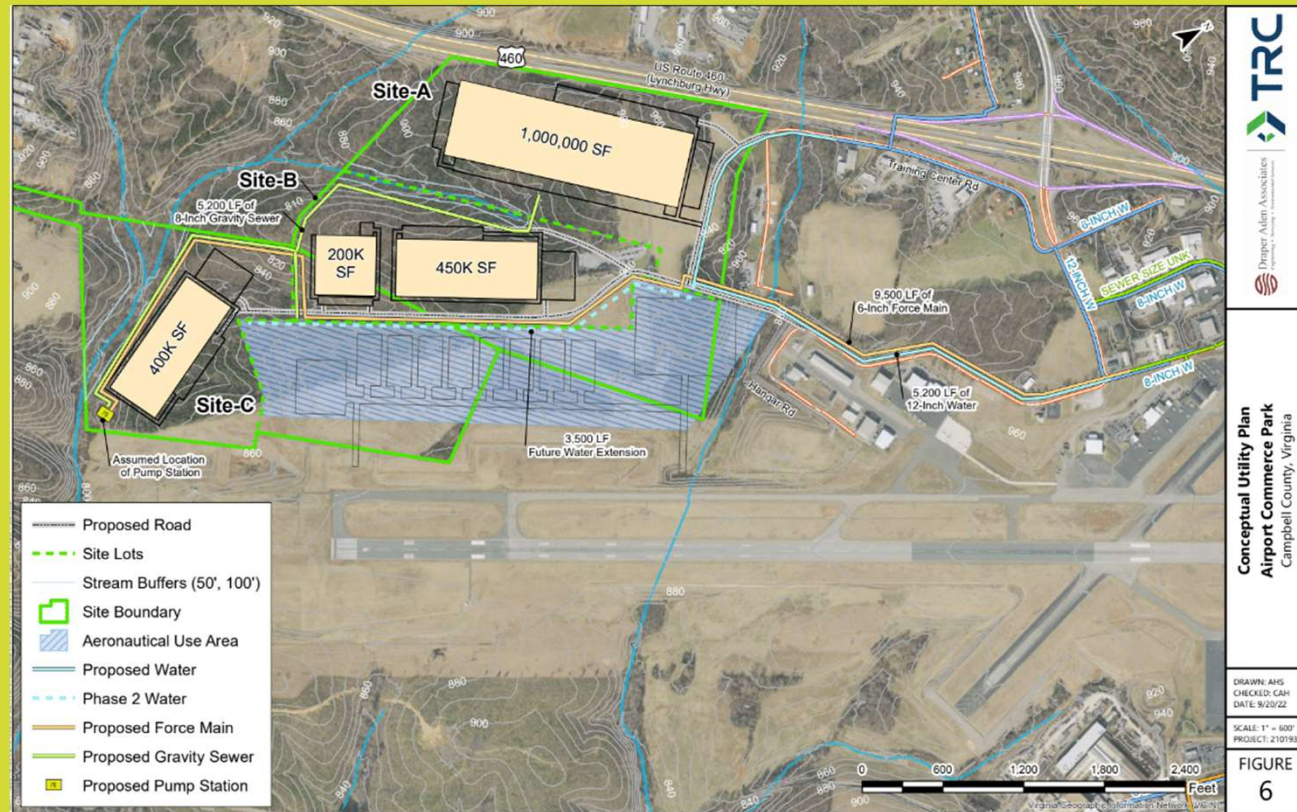
Next steps include:

- Design of water and sanitary sewer improvements
- Construction of water and sanitary sewer lines to provide essential utilities.

A preliminary engineering report has recommended:

- Installation of an 8000-foot water line.
- Construction of an onsite pump station for effective wastewater management.

Additionally, the engineering design for road improvements is currently underway and will be completed separately.



MARKETING LYH PAD READY SITES





AGENDA ITEM SUMMARY

MEETING DATE

November 12, 2024

PRESENTED BY

Dee Dee Conner

AGENDA ITEM # III.3

Liberty University Streetlight License Agreement for Liberty Mountain Drive

RECOMMENDATION

Consider approving the attached license agreement by adopting the attached proposed Resolution, that Liberty University is granted a non-exclusive interim license to maintain and operate streetlights along a portion of Liberty Mountain Drive. This will go to a Public Hearing on December 10, 2024.

SUMMARY

LU has asked to use and be granted a non-exclusive interim license to maintain and operate streetlights along a portion of Liberty Mountain Drive within the corporate limits of the City of Lynchburg, Virginia (City).

Staff recommends authorization of the attached license agreement by adopting the attached proposed Resolution to permit LU to operate within the City given that the encroachments cause no undue hardship to the City.

PRIOR ACTION(S)

None

FISCAL IMPACT

None. LU will pay for the electricity and maintain the lights.

CONTACT(S)

Lee Newland

ATTACHMENT(S)

1. LU License Street Light Poles on Liberty Mountain Drive

REVIEWED BY

Gaynelle Hart, Director of Public Works

Date: October 31, 2024



Gregory Patrick, Deputy City Manager

Date: November 07, 2024



Alicia Finney, Clerk of Council

Date: November 07, 2024

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”), made and entered into this 15th day of October, 2024, by and between **LIBERTY UNIVERSITY, INC.**, a Virginia nonstock corporation authorized to do business in Virginia (hereinafter referred to as the “Provider”), and the **CITY OF LYNCHBURG, VIRGINIA**, a municipal corporation (hereinafter referred to as the “City”), the Provider and the City each being a “Party” and collectively referred to herein as the “Parties”.

WHEREAS, the Provider has requested that the City allow the Provider to maintain and operate light poles and related equipment in the public right-of-way known as Liberty Mountain Drive as more particularly shown on **Attachment “A”**, attached hereto and incorporated herein by reference; and

WHEREAS, such light poles and related equipment are hereafter referred to as the “Facilities”; and

WHEREAS, said light poles will substantially resemble what is shown on Attachment A, attached hereto and incorporated herein by reference; and

WHEREAS, the Provider has agreed to use the said public right-of-way in accordance with the terms and conditions of this License; and

WHEREAS, the issuance of this License was authorized by Resolution or Ordinance of the Lynchburg City Council after a duly held and advertised public hearing.

NOW, THEREFORE, WITNESSETH: that for and in consideration of the mutual promises and covenants herein contained, the Parties mutually agree as follows:

ARTICLE 1. AUTHORITY FOR USE OF PUBLIC RIGHT-OF-WAY

1.1 The Provider is permitted to maintain and operate the Facilities in the public right-of-way known as Liberty Mountain Drive as shown on Attachment A. The said light poles will substantially resemble what is shown on Attachment A.

1.2 The City hereby agrees to provide non-exclusive access and use of the said public right-of-way to the Provider to maintain and operate its Facilities. Under this License, the Provider may install, operate, maintain, repair, replace, reconstruct, modify, upgrade, remove, and retain in, on, under, upon, across, above, and along (“maintain and operate”) the said public right-of-way, the Facilities, provided that all applicable and required Federal, State, and City permits, including the permits required under Chapter 35 of the City Code, are applied for and granted, all fees are paid, and all other City codes and ordinances in effect now or hereinafter adopted are otherwise complied with.

1.3 If required by the City Engineer, the Provider shall apply to the City’s Engineering Division for a permit to maintain and operate its Facilities in the said public right-of-way. The application will be processed in accordance with the provisions of Chapter 35 of the City Code. The Provider shall not attach its Facilities to another company’s facilities without the written approval of the City Engineer, which shall not be unreasonably withheld, and the other company.

1.4 The Provider shall not unreasonably interfere with other uses of any of the City’s public rights-of-way and/or property.

1.5 Where required by the City Engineer, the Provider shall obtain permits including Maintenance of Traffic and/or excavation permits, and shall perform the work authorized in such permit(s) in accordance with all applicable requirements of the City Code, and any subsequent ordinances or

regulations currently in force or that may be adopted by the City regarding the work. If a permit is needed, the permit fee paid pursuant to the requirements of the City Code shall be in addition to any other fees required hereunder.

1.5.1 Prior to the commencement of any construction or alteration of the Facilities in the said public right-of-way, the Provider shall apply to the City's Department of Public Works for written approval by the City Engineer, which shall not be unreasonably withheld. The Provider's projects for the same will be reviewed by the City's Technical Review Committee (TRC) prior to their approval. If the City's Department of Public Works deems it necessary, the Provider shall supply the same with an engineering study which shall consist, at a minimum, of the completion of the following tasks:

- (a) Secure all available "as built" plans, plats, and other location data indicating the existence and approximate location of the Facilities along the proposed construction route.
- (b) Physically survey and record the location and dimensions of the Facilities along the proposed construction route, which may include, but not be limited to, manholes, valve boxes, utility boxes, posts, and visible street-cut repairs.
- (c) Plot and incorporate the data obtained from the completion of the tasks described in subsections (a) and (b) above on the Provider's proposed system route maps, plan sheets, and computer aided drafting and design files.
- (d) Provide to the City Engineer acceptable plans showing the locations of lines for review by the TRC and documentation in the City's map room.
- (e) Provide to the City Engineer acceptable "as built" plans after completion of the project for documentation in the City's map room and an updated City-wide map showing the location of the Facilities.
- (f) Where requested, provide to the City Engineer acceptable security to ensure faithful performance under this License. At the discretion of the City Engineer, monetary deposits and/or irrevocable letters of credit may be used to satisfy this subsection but no bonds shall be required from Provider.

1.6 The Provider shall maintain and operate its Facilities in accordance with industry standards, if any.

1.7 The Provider shall be responsible for any and all costs to maintain and operate its Facilities including, but not limited to: the actually incurred costs borne by the City in relation to granting this License including, but not limited to, advertising and notice fees, the costs of repair and replacement to the said public right-of-way for the Provider to maintain and operate the Facilities, and costs incurred by the Provider in removing or relocating its Facilities when required by the City due to City requirements relating to maintenance and use of its public rights-of-way and City-owned property for City purposes. The

Provider agrees that it will be responsible for any damages it causes to the said public right-of-way to maintain and operate its Facilities.

Whenever the City shall determine that it is reasonably necessary in connection with the repair, relocation, or improvement of the said public right-of-way, the City may require by written notification that any Facilities of the Provider be removed or relocated. Within sixty (60) days after receipt of such notification, unless the City extends such period for good cause shown, the Provider shall remove or relocate its Facilities to such place and under such terms and conditions as specified by the City. The Provider shall bear all expenses associated with the removal or relocation except that the City will issue, without charge to the Provider, whatever local permits are required for the removal or relocation of the Provider's Facilities. If the Provider does not complete its removal or relocation within sixty (60) days or such other period as authorized by the City, the City may take such actions as is necessary to effect such removal or relocation at the Provider's expense. Further, the Provider will be responsible for any additional costs and expenses incurred by the City as a result of the Provider's failure to remove or relocate its Facilities in a timely manner. All such amounts will be paid to the City within thirty (30) days of a written demand being sent to the Provider.

1.8 Abandoned and Unusable Facilities. Upon expiration of this License, or earlier if the Provider decides to discontinue its operations of the Facilities, the Provider must either:

- (a) Provide information satisfactory to the City that the Provider's obligations for its Facilities in the said public right-of-way under this License have been transferred to another company acceptable to the City or assigned in accordance with Article 3 below; or
- (b) Remove its Facilities from the said public right-of-way at the Provider's expense.

ARTICLE 2. TERM; TERMINATION

The term of this License shall commence at the time it is fully executed and shall continue for a period of four (4) years. At the option of the parties, this License may be extended for five (5) additional four (4) year terms. In order to renew this License, the parties, within ninety (90) days of the then current term's expiration, shall discuss whether to renew this License. To renew this License for an additional four (4) year term, the parties shall execute a renewal letter (or similar document) showing a mutual intent to renew the License for an additional term. For the City, no renewals of this License shall require approval of the Lynchburg City Council, but rather approval of the City Manager, or his designee. The City and the Provider, if and when renewal is mutually desired under such terms and conditions as agreed upon by the same, shall negotiate in good faith to accomplish the same. A non-renewal of this License shall be done in good faith and for a legitimate reason(s).

ARTICLE 3. TRANSFER OF OWNERSHIP

The Provider shall not sell, transfer, lease, assign, sublet, or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, consolidation, or otherwise, this License or any of the rights or privileges granted by this License, without the prior consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Provider may, without prior notice or consent, assign this License to (i) a Provider affiliate, or (ii) to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of the Provider's assets associated with the services provided pursuant to this License. For purposes of this section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with the Provider. Any attempt to assign this License in contravention of this section shall be void and of no force and effect.

and shall be grounds for termination of this License. The Provider shall promptly notify the City anytime this License is assigned to an affiliate and shall provide the City with the name and contact information of the affiliate and appropriate documentation demonstrating the relationship between the Provider and the affiliate.

ARTICLE 4. COMPENSATION

4.1 During the term of this License, if applicable, the Provider may be subject to the right-of-way use fees as adopted by the Virginia General Assembly. If during the term of this License the Provider is subject to right-of-way use fees, the Provider shall pay such fees.

4.2 Any fees paid by the Provider under this License shall be sent to:

City of Lynchburg, Virginia
Billings and Collections Division of the Finance Department
900 Church Street
Lynchburg, Virginia 24504

ARTICLE 5. ACCEPTANCE

This License shall be accepted and executed by the Provider before or within thirty (30) days after approval by the City as evidenced by the City's execution hereof and the performance of other requirements relating to the Provider's Facilities as set forth in this License.

ARTICLE 6. CONFIDENTIAL INFORMATION

To the extent allowed by the Virginia Freedom of Information Act and subject to the requirements of any court order, subpoena, other applicable law, or other legal process, each Party shall preserve the other Party's confidential or proprietary information obtained in the course of the Provider's use of the said public right-of-way hereunder with the same degree of care in protecting its own confidential or proprietary information, however in no event less than reasonable care. The obligations under this Article 6 shall survive termination or expiration of this License. All confidential or proprietary information must be properly marked and a basis given as to why it is deemed confidential or proprietary. Failing to do both will render the same NOT confidential or proprietary information.

ARTICLE 7. INDEMNIFICATION

7.1 The Provider shall indemnify, hold harmless, and defend the City, its officers, boards, commissions, agents, and employees (the "Indemnified Persons") from and against any and all lawsuits, claims, causes of action, liabilities, demands, damages, disabilities, losses, and expenses, of any nature whatsoever, including reasonable attorneys' fees ("Damages"), to the extent directly resulting or in any manner arising from the action(s) or inaction(s) of the Provider in carrying on its business or operations in the City public right-of-way pursuant to this License, in exercising any right or failing to exercise any obligation contained in this License, and in maintaining and operating its Facilities in the said public right-of-way, except to the extent that such Damages are caused by the negligence or intentional misconduct of the Indemnified Persons. This indemnification obligation shall survive the expiration or termination of this License for a period of five (5) years.

7.2 The City shall promptly notify the Provider of any Damages subject to indemnification and shall cooperate with all reasonable requests by the Provider for information, documents, testimony, or other assistance appropriate to a resolution of the same. The Provider shall have full responsibility and control of any action directed at the resolution of such Damages.

ARTICLE 8. INSURANCE

8.1 During the term of this License, the Provider shall carry and maintain, at the Provider's sole expense, with insurers rated at least A- VII by A.M. Best, which are eligible to do business in all jurisdictions where any work is performed, the following insurance:

(a) Workers' compensation insurance as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employer's liability limit of \$500,000 per accident/disease per employee/disease policy limit.

(b) Commercial general liability insurance based on ISO form CG 00 01 or its equivalent, including coverage for contractual liability and products completed operations liability, with a limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate combined single limit for bodily injury, personal injury, and property damage liability, including the City, its officials, and its employees as additional insureds by endorsement with respect to this License. Liberty may include first and second tier coverages to be reflected on the Certificate of Insurance.

8.2 Certificates of Insurance. The Provider shall, as a material condition of this License, deliver to the City a certificate of insurance evidencing that the above insurance, excluding Worker's Compensation, is in full force and effect prior to this License's effective date. The Provider must give the City ten (10) calendar days advance written notice of any cancellation or nonrenewal of coverage of the insurance required herein that is not replaced. In the event of such cancellation or nonrenewal notice, the Provider shall obtain, pay all premiums for the renewal or replacement of the insurance required hereunder. Any such renewal or replacement insurance policy shall provide coverage equivalent to the coverages required herein, and adhere to the previously mentioned provisions regarding additional insureds. The insurance required hereunder shall be primary, and any insurance or self-insurance maintained by the City shall be in excess of and shall not contribute with any insurance required of the Provider under this License. Any deductibles or self-insured retention's applicable to the required coverage hereunder shall be paid by the Provider, and the City shall not be required to participate therewith. Further, all rights of subrogation against the City shall be waived and evidenced in the said certificate of insurance.

8.3 Nothing contained in this License shall limit the Provider's liability to the City to the limits of insurance certified or carried.

8.4 Notwithstanding any of the other provisions of this License, the Provider's failure to maintain the required insurance coverage throughout the term of this License or the failure of the Provider to deliver a new and valid binder or certificate verifying coverage are material breaches of this License and required to be remedied and resolved within thirty (30) days' written notice of such breach or the City will be authorized to terminate this License without liability to the Provider.

ARTICLE 9. TAXES

The Provider shall be fully responsible for the payment and/or collection of all ad valorem, property, use, utility, and other taxes that apply to its activities within the said public right-of-way and pursuant to this License.

ARTICLE 10. MISCELLANEOUS

10.1 This License, together with any, if any, exhibits shall constitute the entire License and no negotiations or discussions prior to execution shall be of any effect. Any modifications hereto shall be in writing signed by the Parties. The City Manager, in his discretion, may approve such modifications without City Council approval.

10.2 The invalidity in whole or in part of any provision of this License shall not affect the validity of any other provision and shall be severable where applicable.

10.3 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision herein this License shall not constitute a waiver of any other breach. The laws of the Commonwealth of Virginia and applicable Federal laws shall govern this License and any legal action filed by either Party to this License arising out of the performance or non-performance of the terms of this License shall be filed in the Commonwealth's or Federal courts serving the City of Lynchburg, Virginia.

10.4 In the event a governmental entity requires modifications or changes to this License as a condition precedent to the granting of funds or otherwise, the Parties agree to work together in good faith to ensure such modification or change is accomplished within thirty (30) days written notice of the same.

10.5 Nothing herein shall be deemed to create any rights to those who are not expressly made a party to this License.

10.6 This License may be executed in counterparts. Each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one enforceable document. Further, this License may be executed and/or sealed electronically. An electronic signature and/or seal shall be equally as enforceable as an original signature or seal.

10.7 Nothing contained in this License shall be construed as or deemed to make either the City or the Provider the agent, partner, or joint venture of the other, except as may otherwise be provided herein. Nothing contained in this License shall give the Provider any authority to represent the City before any court or governmental or regulatory agency without the express prior written authorization of the City. Unless otherwise provided in this License, neither the City nor the Provider shall be responsible or held liable for the acts or omissions of the other. Further, in taking any action pursuant to this License, the Provider is and shall be acting as an independent contractor, responsible to all third parties for its acts/omissions, and the City shall not be liable for the same.

10.8 All privileges and uses of the City's property and its public rights-of-way, except to the extent herein permitted to the Provider, are expressly reserved by the City to use at its discretion as the City deems advisable. In the event there is a conflict between the City's use of its property and/or public rights-of-way and the Provider's use of the same, then the City's use shall prevail. In the event of such a conflict, the Parties shall work together in good faith to resolve the conflict.

10.9 The Provider covenants that no person on the grounds of race, sex, color, national origin, or any other basis prohibited by Federal or Virginia law that is applicable to Provider shall be unlawfully excluded from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination in its operations which may be connected to this License. The Provider further covenants it will not discriminate against and will make all reasonable efforts to accommodate persons with disabilities as required by applicable laws.

10.10 This License is subject to all ordinances, resolutions, and procedures of the City as the same now exist or may be hereafter adopted, amended, revised, or codified, in lawful exercise of any power granted to the City by the Virginia General Assembly or any other lawful body. The City agrees that, except in cases of emergency, it will give the Provider thirty (30) calendar days' notice of all such rules and regulations adopted by the City before the Provider shall be required to comply therewith. In performing its responsibilities under this License, the Provider will comply with all applicable State and Federal laws and regulations and all Federal, State, and local laws, ordinances, rules, and regulations currently in force or subsequently adopted. Further, if any permissions are required by any utility, public service corporation, or private citizen or party concerning the Provider's facilities in any way, then the Provider, at its sole expense and effort, shall be responsible for obtaining such permissions.

10.11 The City shall not be liable for damages or losses of the Provider's Facilities unless the City directly causes the same through their action or inaction. However, the City will use reasonable efforts to notify the Provider of any maintenance issues regarding its Facilities, where the City, via its City Engineer, has actual personal knowledge of needed maintenance/maintenance issues specific to the Facilities. The Provider shall be solely reliable for any and all Damages which may arise as a result of their Facilities' existence on the City's said public right-of-way. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE.

10.12 Notices shall be in writing, mailed certified with return receipt requested, effective upon receipt and sent to:

The Provider: Liberty University, Inc.
Attn: General Counsel
1971 University Blvd.
Green Hall 2730
Lynchburg, Virginia 24515

The City: City of Lynchburg, Virginia
City Manager's Office
900 Church Street
Lynchburg, Virginia 24504

With a copy to:

City of Lynchburg, Virginia
City Engineer
900 Church Street
Lynchburg, Virginia 24504

Or to replacement persons or addresses that may be later designated in writing by the Parties. Notices shall be deemed received within five (5) days of their mailing.

10.13 The Provider, within ten (10) days of this License being fully executed by the parties, shall provide the City Engineer with a detailed map (in electronic and paper form) of all of the Facilities the Provider maintains and operates within the City's corporate limits. Such map will be updated by the

Provider as needed and/or within ten (10) days of a written request being made by the City Engineer. Such maps shall be subject to the protections described in Article 6 of this License.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the day, month, and year first above written.

City of Lynchburg, Virginia

(seal)

By: _____ (SEAL)
Wynter C. Benda, City Manager

Attest: _____
Alicia L. Finney, Clerk of Council

Approved as to Form:

City Attorney/Designee

COMMONWEALTH OF VIRGINIA,

CITY OF LYNCHBURG, to-wit:

Acknowledged before me on behalf of the City of Lynchburg, Virginia, by Wynter C. Benda, its City Manager, on this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Registration No. _____

Affix Seal:

LIBERTY UNIVERSITY, INC.

By: _____

Printed Name: _____

Its: _____

State/Commonwealth of _____,

County/City of _____, to-wit:

Acknowledged before me on behalf of LIBERTY UNIVERSITY, INC., by
_____, its _____, on this ____ day of
_____, 2024.

Notary Public

My Commission Expires: _____

Registration No. _____

Affix Seal: