

COB - BOSAIR FORM

10/03/2025 8:03 AM (MST)

Submitted by Jim.Rossi@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: PO RPS PO2500031450

Award Type: Contract

Is a Board Meeting Date Requested? Yes

Requested Board Meeting Date: 11/04/2025

Signature Only:

NO

Procurement Director Award / Delegated Award: • N/A

Supplier / Customer / Grantor / Subrecipient: SunZia Transmission, LLC, a Delaware limited liability company

Project Title / Description: Agreement to Donate Real Property

Purpose: The purpose of this acquisition by donation agreement ("Agreement") is for SunZia Transmission ("SunZia") to convey 6 parcels of vacant land totaling 139.6 acres to Pima County to partially meet the terms of a Mitigation Agreement. The land is located in the San Pedro River Valley in the area where SunZia has developed a power line through ASLD land leased by Pima County. This donation will partially offset the impacts of the development of the power line through conservation lands that Pima County currently leases from the ASLD. The balance of the required mitigation will be paid in cash as part of a Mitigation Agreement that will be considered by the Board as a separate item. RPS file #Acq-1210

Procurement Method: Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020

Procurement Method Additional Info: N/A

Program Goals/Predicted Outcomes: This land donation will partially fulfill the mitigation obligation owed by SunZia to compensate for the impacts of its project on County conservation lands in the San Pedro Valley. Acceptance of this property will conserve important habitat within Pima County's conservation land holdings.

Public Benefit and Impact: Pima County will acquire land at no cost and expand existing conservation areas to include high quality habitat.

Budget Pillar • Conservation, sustainability & climate resiliency

TO: COB, 10/22/25 (1)

VERSION: 0

PAGES: 15

Submission ID: 33542a5f-b17e-4938-8d1b-8605b230a695 Receipt ID: 5a329768-2868-458f-a28a-a98078b51e3e

OCT22 25PM 1028 PD

Support of Prosperity Initiative:	C-S 2. Address Climate Resilience and Environmental Justice
Provide information that explains how this activity supports the selected Prosperity Initiative	The land to be donated will compensate for the impacts of SunZia's project on County conservation land in the San Pedro Valley. The donation of the land will conserve important habitat within Pima County's conservation land holdings.
Metrics Available to Measure Performance:	The Property will be conveyed to Pima County with Pima County paying only closing costs, which are expected to be less than \$3,000.
Retroactive:	NO

Contract / Award Information

Record Number: PO RPS PO2500031450	
Document Type:	PO
Department Code:	RPS
Contract Number:	PO2500031450
Commencement Date:	11/04/2025
Termination Date:	05/03/2026
Total Expense Amount:	
\$3,000.00	
Total Revenue Amount:	
\$0.00	
Funding Source Name(s) Required:	CLR-Mitigation/Special Revenue Fund
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO
Department:	Real Property Services
Name:	Jim Rossi
Telephone:	5207246318

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature: _____

Date: 10-16-2025

Deputy County Administrator Signature: _____

Date: 10/20/2025

County Administrator Signature: _____

Date: 10/21/2025



AGREEMENT TO DONATE REAL PROPERTY

1. **Defined Terms.** The following terms will be used as defined terms in this Agreement and have the meaning set forth below ("**Agreement**"):

- 1.1. Donor: SunZia Transmission, LLC, a Delaware limited liability company
- 1.2. Donee: Pima County, a political subdivision of the State of Arizona
- 1.1. Donee's Maximum Costs: the sum of (i) Donee's share of Closing Costs, and (ii) Donee's share of Prorations, which combined shall not exceed \$3000.00
- 1.3. Title Company: Stewart Title and Trust of Tucson, Michelle Jolly, 3939 E Broadway Blvd. Tucson, AZ 85711
- 1.4. Effective Date: the date Donor and Donee have approved and accepted this Agreement by affixing their signatures. The date Donee executes this Agreement is the date this Agreement is signed by the Chair of the Pima County Board of Supervisors.
- 1.5. Property: the real property described in **Exhibit A** and depicted in **Exhibit A-1**, together with all improvements thereon and all water rights associated with the Property, if any (hereinafter collectively referred to as the "**Property**").
- 1.6. Reserved.
- 1.7. Donor's Address: 1088 Sansome St., San Francisco, CA 94111-1308.
- 1.8. Donee's Address: Director, Pima County Real Property Services, 201 N Stone Ave, 6th Flr, Tucson, AZ 85701-1207; E-mail: jeffrey.teplitsky@pima.gov

2. **Parties; Effective Date.** This Agreement is entered into between Donor and Donee and shall be effective on the Effective Date. Donor and Donee are collectively referred to herein as the "**Parties**," and individually as a "**Party**."

3. **Background & Purpose.**

3.1. Donor is the owner of the Property, located in Pima County, Arizona, consisting of approximately 145 acres, including all improvements thereon and all water rights associated with the Property, if any;

3.2. Donor desires to donate the Property to Donee; and

3.3. Donee desires to accept the Property, subject to the express terms and conditions of this Agreement.

4. **Donation.**

4.1. Donor agrees to donate the Property, including all easements, wells, water rights and mineral rights appurtenant to the Property, in which Donor has an interest, to Donee, free and clear of all liens and encumbrances, except as set forth on **Exhibit B** attached hereto.

4.2. Donor will execute a Special Warranty Deed (the "**Deed**") and any and all related documents conveying the Property to Donee upon presentation of said documents to Donor by Donee's agents or representatives.

4.3. Having been fully informed of the right to have the Property appraised and to receive just compensation based upon the appraisal, Donor acknowledges and agrees that the decision to donate the Property is voluntary and made without any undue influence or coercive action of any nature and that the right to an appraisal and to just compensation is hereby waived.

5. **Inspection and Access.**

5.1. Inspection Period. For a period of 45 days commencing on the Effective Date (the "**Inspection Period**"), Donee (and its respective employees, agents, representatives and contractors) shall have the right to enter upon the Property at reasonable times and from time to time, upon 48 hours' notice by telephone to Donor, for the purpose of viewing, inspecting, testing, appraising, surveying and studying the Property ("**Inspection**"). Donee shall, promptly following any such Inspection, return the Property to the condition it was in immediately prior to such Inspection. Donee shall, and does hereby agree, to the extent permitted by law, to indemnify and defend Donor against, and hold Donor harmless from, all claims, damages, expenses, and actions arising from any negligence or wrongful misconduct of Donee or Donee's employees or agents, as a result of such Inspection.

5.2. Reports. Within 10 days after the Effective Date, Donor shall provide copies to Donee of use agreements regarding the Property; service, management and other agreements regarding the Property whose terms do not expire prior to the date of the Closing; permits, certificates, plans or specifications regarding the Property; soils reports, property inspections, hazardous/toxic material or environmental reports regarding the Property; surveys of the Property; and registrations, test results and studies regarding any wells located on the Property (all of which shall hereinafter be referred to as the ("**Donor Documents**"). If this Agreement is terminated for any reason, all of Donor's Documents and any copies made by Donee of Donor's Documents shall be returned to Donor. During the term of this Agreement, Donee shall deliver to Donor copies of all non-proprietary third-party reports, studies, surveys, plats, engineering data or work product or other work product pertaining to the Property as the same are prepared. If Donee terminates this Agreement for any reason, all such third-party reports, studies, surveys, plats or other work product shall be returned to Donee. The delivery by Donor or Donee to the other Party of any such third-party reports, studies, surveys, plats, engineering data or work product or other work product shall be without any representation or warranty.

5.3. Environmental Representations. Donor and Donee agree that neither party is assuming any obligation of the other party relating to any potential liability, if any, arising from the environmental condition of the Property, each party remaining responsible for its obligations as set forth by law. Donor represents and warrants that, to the best of Donor's knowledge, no pollutants, contaminants, toxic or hazardous substances, wastes or materials have been stored, used or are located on the Property or within any surface or subsurface waters thereof; that no underground tanks have been located on the Property; that the Property is in compliance with all Federal, state and local environmental laws, regulations and ordinances; and that no legal action of any kind has been commenced or threatened with respect to the Property.

5.4. Environmental Inspection. If an environmental inspection recommends further testing or inspection, Donee may elect, by giving written notice to Donor, to extend the Inspection Period for an additional 90 days, to conduct further investigations. If the Inspection Period is extended, the term ("**Inspection Period**") shall then include the additional period.

5.5. Objection Notice. Donee shall provide written notice to Donor, prior to expiration of the Inspection Period, of any items disapproved by Donee as a result of Donee's inspections (including environmental conditions) (the "**Objection Notice**"). If Donee sends an Objection Notice, Donor may, within 10 business days of receipt of the Objection Notice, notify Donee if Donor is willing to cure any of the items to which Donee objected (the "**Cure Notice**"). If Donor elects not to send Donee a Cure Notice or if Donor's Cure Notice is not acceptable to Donee, then Donee may elect to terminate this

Agreement in which case the Agreement shall be terminated and of no further force and effect. If Donee fails to give the Objection Notice to Donor on or before the expiration of the Inspection Period, Donee shall be deemed to have waived the right to give the Objection Notice.

5.6. Closing Before Inspection Period Expires. Nothing in this Agreement shall preclude Donee from electing to proceed with Closing prior to the expiration of the Inspection Period.

6. Donor's Covenants.

6.1. No Personal Property. No personal property is being transferred pursuant to this Agreement. Donor represents that as of closing there will be no personal property located on the Property.

6.2. No Salvage. Donor shall not salvage or remove any fixtures, improvements, or vegetation from the Property, but this shall not prohibit Donor from removing personal property prior to the Closing. In addition, prior to Closing, the Property shall not be materially degraded by Donor or otherwise changed in any material aspect by Donor.

6.3. Use of Property by Donor. Donor shall, during the term of this Agreement, use the Property on a basis substantially comparable to Donor's historical use thereof. Donor shall make no use of the Property other than the use being made of the Property as of the date this Agreement is signed by the Parties. Donor shall maintain the Property in substantially the same condition as it is presently in, ordinary wear and tear excepted, and without liens or encumbrances that Donor will be able to cause to be released before the Closing.

6.4. No Encumbrances. Donor shall not encumber the Property with any lien that Donor will be unable to cause to be released before Closing. Donor covenants and agrees that from and after that Agreement Date through the Closing, Donor shall not enter into, execute or record any covenant, deed restriction, or any other encumbrance against the Property.

7. Closing.

7.1. Closing. The Closing shall take place in the offices of the Title Company after completion of the Inspection Period, but no later than 180 days after the Effective Date, unless otherwise agreed to by the Parties.

7.2. Prorations. Property taxes, rents, and annual payment of assessments with

interest, if any (collectively "**Prorations**") will be prorated as of the date of Closing.

7.3. Larger Parcel. If Donor's entire owned parcel (the "Larger Parcel") is larger than the Property, then the proration of taxes will be for the portion of taxes assessed against Donor's entire parcel that is attributable to the Property. Donor will pay in full the property tax and any unpaid assessments on the Larger Parcel for the calendar year in which the Closing occurs, before becoming delinquent. Donor will Donee harmless from any damages resulting from Donor's failure to pay all such amounts due.

7.4. Deliveries by Donor at Closing. At Closing, Donor shall deliver to Donee the following:

7.4.1. an executed Special Warranty Deed ("**Deed**") in the form of **Exhibit C** attached, conveying fee simple title to the Property subject only to the Permitted Exceptions;

7.4.2. one or more assignments of all the water rights and well registrations, certificated or claimed, in which Donor has an interest and appurtenant to the Property, if any, and all certificated or claimed Type 2 water rights, if any; and

7.4.3. possession of the Property.

7.5. Closing Costs. The closing costs ("**Closing Costs**") will be paid as follows:

7.5.1. Donor will pay for the release of any liens or encumbrances and/or the cost to establish free and clear marketable title to the Property.

7.5.2. Donee will pay the Owner's Title Insurance premium, escrow fees and recording fees.

7.5.3. Donee may, at its sole discretion, pay other reasonable fees or costs related to the Closing.

7.5.4. Donee's costs will not exceed Donee's Maximum Closing Costs.

8. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

8.1. Notices.

8.1.1. *Writing.* All notices required or permitted to be given hereunder must be in writing and mailed by first class, registered, certified or overnight mail, return

receipt requested, postage prepaid, or transmitted by electronic mail, facsimile, or hand delivered, addressed to Donor's address or Donee's address.

8.1.2. *Receipt.* If mailed, all such notices, demands, requests, or other communications are deemed received upon the expiration of 72 hours after deposit in the U.S. mail as aforesaid. Notice served personally or by electronic mail or facsimile is deemed served upon delivery thereof to the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given is deemed to be receipt of the notice, demand or request sent. Any party entitled to notices hereunder may from time to time designate to the other parties, in writing and given in accordance with this Section, a different address for service of notice.

8.2. Governing Law. This Agreement is subject to, and interpreted by and in accordance with, the laws of the State of Arizona. Any action to be brought under this Agreement must be filed and maintained in a court in Pima County, Arizona.

8.3. Entire Agreement. This Agreement is the entire Agreement of the Parties respecting the subject matter hereof. There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

8.4. Interpretation. This Agreement, and all the provisions of this Agreement, is deemed drafted by all of the Parties. This Agreement will not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

8.5. No Representations. Each Party has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon that Party's own knowledge and investigation. Neither Party has relied upon any representation or warranty of any other Party except any such representations or warranties as are expressly set forth herein.

8.6. Signing Authority. Each of the persons signing below on behalf of a Party represents and warrants that the signer has full requisite power and authority to execute and deliver this Agreement on behalf of the Party for whom the signer signs and to bind such Party to the terms and conditions of this Agreement.

8.7. Counterparts. This Agreement may be executed in counterparts, each of which is effective as an original. This Agreement becomes effective only when all of the Parties have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile transmission or email of a counterpart signature page hereof.

8.8. Attorney's Fees and Costs. In any action brought by a Party to enforce the obligations of any other Party, the prevailing Party is entitled to collect from the opposing Party to such action such Party's reasonable litigation costs and attorney's fees and expenses, including court costs, reasonable fees of accountants and experts, and other expenses incidental to the litigation in addition to all other relief, all of which will be set by a judge and not by a jury, to which the prevailing Party may be entitled.

8.9. Binding Affect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

8.10. No Third-Party Beneficiaries. This is not a third-party beneficiary contract. No person or entity other than a Party signing this Agreement has any rights under this Agreement, except as expressly provided in this Agreement.

8.11. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties, which specifically references this Agreement.

8.12. No Partnership. Nothing in this Agreement creates a partnership or joint venture or authorizes any Party to act as agent for or representative of any other Party.

8.13. No Waiver. The failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) is not a waiver of any such obligation. No such failure gives rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

8.14. Time of the Essence. Time is of the essence with respect to each obligation arising under this Agreement.

8.15. Conflict of Interest. This Agreement is subject to cancellation within three (3) years after its execution pursuant to [A.R.S. § 38-511](#) if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Donee is, at any time while this Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement with respect to the subject matter of the Agreement.

The Parties have signed this Agreement on the dates set forth below.

Donor: SunZia Transmission, LLC, a Delaware limited liability company

By:

Signed by:

Lauren Haller

C3DD8814383A4DB...

August 19, 2025

Date

Its: Authorized Signatory

By: N/A

Date

Its: N/A

Donee: Pima County, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

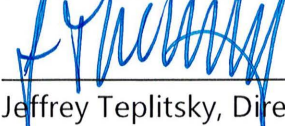
Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

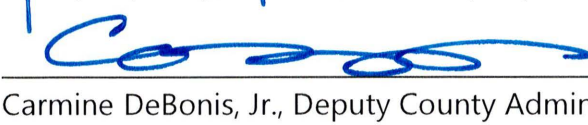
RECOMMENDATIONS FOR APPROVAL:



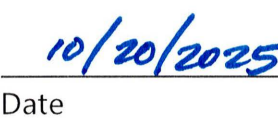
Jeffrey Teplitsky, Director, Real Property Services



Date

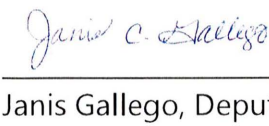


Carmine DeBonis, Jr., Deputy County Administrator

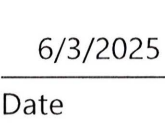


Date

APPROVED AS TO FORM:



Janis Gallego, Deputy County Attorney



Date

RPS Acq-1210



Exhibit A

PARCEL 1: APN 205-16-003B

Portion of the East 601.27' of the North 1049.71' Northwest quarter of the Southeast quarter of Section 24, Township 11 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona

PARCEL 2: APN 205-16-003C

West 645.76' of the East 968.64' of the Southeast quarter of the Southeast quarter of Section 24, Township 11 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona

PARCEL 3: APN 205-16-003D

East 322.88' of the Southeast quarter of the Southeast quarter of Section 24, Township 11 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona

PARCEL 4: APN 205-16-003E

East 968.64' of the North 1320.51' of the Northeast quarter of the Northeast quarter of Section 25, Township 11 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona

PARCEL 5: APN 205-16-003F

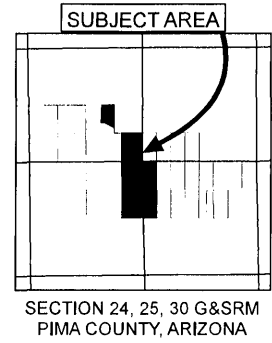
East 961.34' of the Southeast quarter of the Northeast quarter of Section 25, Township 11 South, Range 17 East, Gila and Salt River Base and Meridian, Pima County, Arizona

PARCEL 6: APN 205-17-007J

West 659.83' of the West half of the Northwest quarter of Section 30 Township 11 South, Range 18 East, Gila and Salt River Base and Meridian, Pima County, Arizona

EXHIBIT A-1

SECTION 24, 25, 30
TOWNSHIP 11 SOUTH
RANGE 17, 18 EAST



25006

**PIMA COUNTY DEPARTMENT OF TRANSPORTATION
ENGINEERING INFORMATION MANAGEMENT**

NOT TO SCALE

DRAWN BY: A Vaslow

DATE: JAN 2025

LEGEND

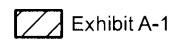




Exhibit B

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage. The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

NOTE: Exceptions 1 through 8, inclusive and as shown below, will be eliminated from any A.L.T.A. Extended Coverage Policy, A.L.T.A. Homeowner's Policy, A.L.T.A. Expanded Coverage Residential Loan Policy and any short form versions thereof. However, the same or similar exception may be made in Schedule B of those policies in conformity with Schedule B, Part Two of this Commitment.

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
3. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
4. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
7. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule A, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

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File No.: 2511053

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)



8. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
9. Taxes and assessments collectible by the County Treasurer, not yet due and payable for the 2025
10. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
11. Water rights, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.
12. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof.
13. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
14. Liabilities and obligations imposed upon said land by reason of its inclusion within any district formed pursuant to Title 48 Arizona Revised Statutes.
15. Reservations or exceptions in Patents or in Acts authorizing the issuance thereof recorded in Docket 1896, page 33
16. Established and/or existing roads, roadways, highways, rights-of-way and easements therefor.
17. Liabilities and obligations imposed upon said land by reason of its inclusion within Pima County Regional Flood Control District
18. Easement for roadway and utility and rights incident thereto, as set forth in instrument recorded in Docket 8930 page 732.
19. Any adverse claim to any portion of said land which has been created by artificial means or which is accretion, alluvion, dereliction or avulsion with particular reference to that portion of the subject property lying within any wash or arroyo and its tributaries.
20. Rights of Parties in Possession.



EXHIBIT C

When Recorded, Please Return to:
Pima County Real Property Services
201 North Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

Exempt from Affidavit of Value per A.R.S. § 11-1134(A)(3).

Special Warranty Deed

For the consideration of Ten Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, SUNZIA TRANSMISSION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, the "Grantor" herein, does hereby convey to PIMA COUNTY, a political subdivision of the State of Arizona, the "Grantee" herein, the following real property (the "Property") situated in Pima County, Arizona, together with all wells, water rights and mineral rights in which Grantor has an interest and appurtenant thereto:

As described in **Exhibit A** and depicted in **Exhibit A-1** attached hereto.

Subject to all matters of record.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and no other, subject to the matters set forth above.

SunZia Transmission, LLC, a Delaware Limited Liability Company

By: _____
Its: _____

Date

By: _____
Its: _____

Date

Page 1 of 2

EXEMPTION: A.R.S. §11-1134.A.3.		Board of Supervisors:	Right of Way ☐ Parcel ☒
Agent: BM	File #: Acq-1210	Activity #:	P ☐ De ☐ Do ☒ E ☐

STATE OF ARIZONA)
) ss.
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me the ____ day of _____, 20__ by _____.

Notary Public