

EXHIBIT A

McIlwee Pole Building
Cost Analysis

Categories	20' X 20' 1 Garage Door	30' X 40' 2 Garage Doors
Pole Building - (<i>Josh Dillow</i>)	\$ 14,900.00	\$ 33,300.00
Concrete Pad - (<i>Sean Daly</i>)	\$ 5,525.00	\$ 10,650.00
HVAC Contractor	\$ 2,000.00	\$ 2,000.00
Total	\$ 22,425.00	\$ 45,950.00
Difference		\$ 23,525.00

Concrete Floor

The Scope of Work for both quotes is exactly the same with the following elements:

1. The Town of Boonsboro will have the concrete slab installed by a concrete contractor with the following elements:

1. Concrete Floor:

1. 6" Concrete slab, stone base (4"-6"), and wire mesh, vapor barrier
2. Four (4) floor penetrations
3. Future water
4. Future sewer
5. Electric Service
6. Floor Drain

The floor penetrations will be done by a licensed HVAC and/or Plumbing Contractor(s), and not your responsibility. I just want you to be aware of the coordination that will be needed prior to pouring concrete. The Town will be responsible for all necessary permits.

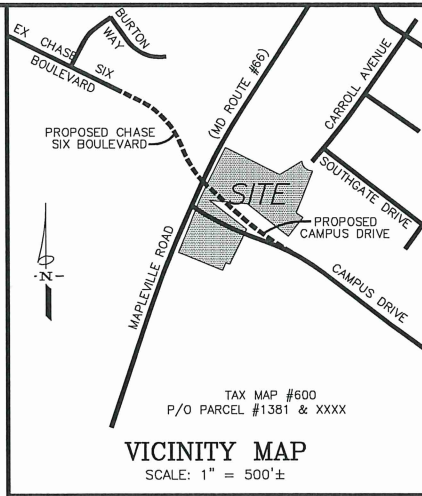
Quote #1 – 20' X 20' - Concrete floor will be poured after the construction of the pole building

Quote #2 – 30' X 40' – Concrete floor will be pouted after the construction of the pole building.

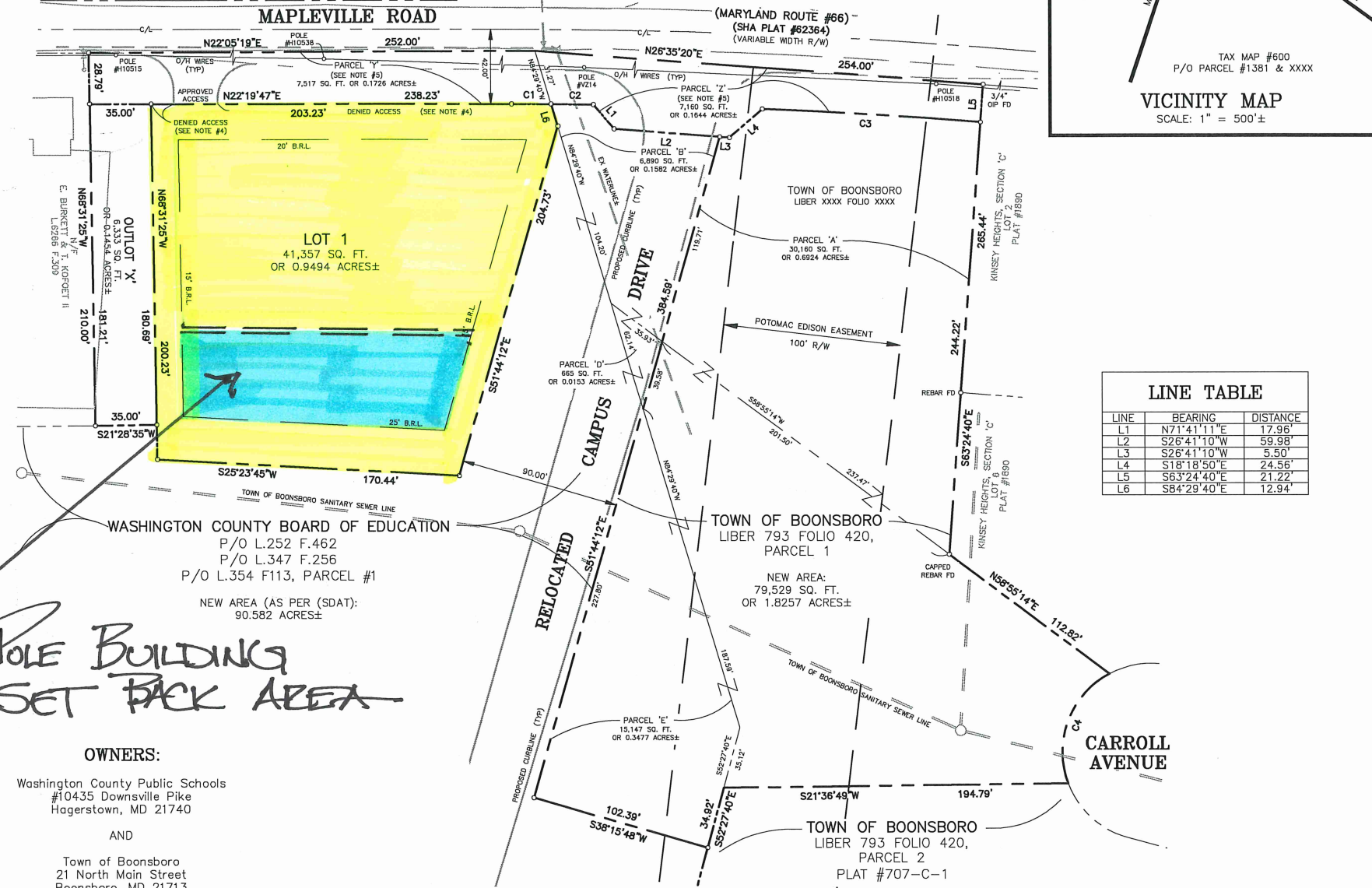
EXHIBIT C



CURVE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING	DELTA
C1	3,459.515'	22.41'	11.21'	22.41'	N22°30'56"E	00°22'16"
C2	3,459.515'	24.11'	12.06'	24.11'	N22°54'03"E	00°23'58"
C3	3,459.515'	123.17'	61.59'	123.16'	S25°42'17"W	02°02'24"
C4	50.00'	72.08'	43.92'	66.00'	S46°55'12"E	82°35'56"



TAX ID #06-023274 (WASHINGTON COUNTY BoE)
 TAX ID #06-008321 (TOWN OF BOONSBORO)
 TAX ID #06-018688 (McILWEE PROPERTY)



LINE	BEARING	DISTANCE
L1	N71°41'11"E	17.96'
L2	S26°41'10"W	99.93'
L3	S26°41'10"W	5.50'
L4	S18°18'50"E	24.56'
L5	S63°24'40"E	21.22'
L6	S84°29'40"E	12.94'

POLE BUILDING SET BACK AREA

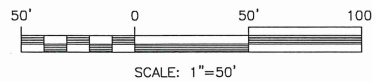
OWNERS:

Washington County Public Schools
 #10435 Downsville Pike
 Hagerstown, MD 21740

AND

Town of Boonsboro
 21 North Main Street
 Boonsboro, MD 21713

TOWN OF BOONSBORO, MARYLAND	
DATE	MAYOR
TOWN OF BOONSBORO, MARYLAND	
DATE	PLANNING CHAIR
TOWN OF BOONSBORO, MARYLAND	
DATE	BMUC CHAIR



NOTES:

1. Current zoning: Town Residential 1 (subject to SR use requirements).
2. A 10' wide drainage and utility easement is hereby reserved along all lot lines unless otherwise noted.
3. Public water and sewer are available.
4. Access is denied to Mapleville Road, except as noted.
5. Parcels 'Y' & 'Z' are to be conveyed to the State Highway Administration as per SHA Plat #62364. SHA will prepare the deeds once the required title information has been provided to them from the current owners.
6. Outlot 'X' is to be transferred to the Town in fee simple.

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B & R DESIGN GROUP
 CIVIL ENGINEERS PLANNERS SURVEYORS
 300 West Patrick Street Frederick, Maryland 21701
 Phone: 301-668-0505

SHEET 1 OF 2
 SEE PAGE 2 FOR AREA TABULATIONS,
 CERTIFICATIONS & SIGNATURES

MINIMUM BUILDING RESTRICTION LINES (TR1)	
FRONT:	AS SHOWN
SIDE:	15'
REAR:	25'

ADDITION PLAT

THE TOWN OF BOONSBORO
 LIBER XXXX FOLIO XXX
 (PARCEL 'A')
 ADDITION TO

THE TOWN OF BOONSBORO
 LIBER 793 FOLIO 420, PARCEL 1
 AND

THE TOWN OF BOONSBORO
 LIBER XXXXX FOLIO XXXX
 (PARCEL 'B')
 ADDITION TO

WASHINGTON COUNTY BOARD OF EDUCATION
 LIBER 354 FOLIO 413
 AND

THE TOWN OF BOONSBORO
 LIBER 793 FOLIO 420, PARCEL 1
 (PARCEL 'D')
 ADDITION TO

WASHINGTON COUNTY BOARD OF EDUCATION
 LIBER 354 FOLIO 413
 AND

WASHINGTON COUNTY BOARD OF EDUCATION
 LIBER 354 FOLIO 413
 (PARCEL 'E')
 ADDITION TO

TOWN OF BOONSBORO
 LIBER 793 FOLIO 420, PARCEL 1
 FINAL PLAT

LOT 1 & OUTLOT 'X', SECTION ONE
WASHINGTON COUNTY BOARD OF EDUCATION PROPERTY
 SITUATED ON MAPLEVILLE ROAD (MARYLAND ROUTE #66)
 TOWN OF BOONSBORO
 BOONSBORO ELECTION DISTRICT #6
 WASHINGTON COUNTY, MARYLAND

SCALE: 1" = 50' APRIL 2025 JOB No. 00-081

RECORDED _____ PLAT NUMBER _____

EXHIBIT D

COMMERCIAL LEASE

THIS LEASE AGREEMENT is made this ____ day of _____, 2025, by and between The Mayor and Board of Commissioners of the Town of Boonsboro ("Landlord"), whose address is 21 North Main Street, Boonsboro, Maryland 21713 and BEE LANDSCAPING LLC with its principal office located at 11 Coldstream Court, Boonsboro, MD 21713, attn.: Scott McIlwee, and Theresa McIlwee, ("Tenant").

WITNESSETH

In consideration of the covenants and conditions hereinafter set forth, and intending to be legally bound thereby, Landlord and Tenant covenant and agree as follows:

1. Premises and Rent

a. Premises and Term. The term of this Lease shall commence upon the date of Settlement for the Landlord's purchase of the Property located at 202 Maple Avenue (a/k/a 202 Mapleville Road), Boonsboro, Maryland ("commencement date") from Scott and Theresa McIlwee, husband and wife (the "McIlwees"). The Lease term shall end, subject to sooner termination as herein provided, within thirty days following the completion of construction and Settlement on the Property generally described in Exhibits A, B and C respectively to the Commercial Contract of Sale between the Landlord and the McIlwees entered into on or about _____. Landlord demises and leases to Tenant, and Tenant leases from Landlord part of the property located at 202 Maple Avenue (a/k/a 202 Mapleville Road), Boonsboro, Maryland, which consists of the workshop, the curtilage surrounding the workshop and ingress and egress to the workshop (collectively the "Premises") for the purposes of operating Tenant's business and

for no other purpose, and subject to the limitations imposed by this Lease.

b. No Base Monthly Rent shall be due and payable by Tenant to Landlord during the term of this Lease. Provided, however, Tenant shall be responsible for payment of all utilities to the Premises as set forth herein. In the event any real property taxes are assessed following Landlord's acquisition of the Property, as a result of Tenant's use and occupancy of the Premises, Tenant shall bear such taxes at its cost and expense and shall pay the same within thirty days of the presentation of the tax bill to Tenant.

c. Possession. Tenant is currently in possession of the Premises and accepts the Premises in its AS-IS condition.

d. Additional Rent. Additional rent includes any other payments required to be made by Tenant pursuant to this Lease, including reasonable attorneys' fees and expenses incurred by Landlord in the enforcement of any of the provisions of this Lease. Tenant shall be provided with a statement itemizing these items included as additional rent. Payment of additional rent is due within fifteen (15) days after Landlord provides Tenant an itemized statement.

2. Use of the Premises

a. Tenant shall use the Premises for the operation of a landscaping business and storage of its tools of the trade and for no other purpose. Under no circumstances are the Premises to be utilized for any residential purposes. Tenant shall not use the Premises for any other purpose without prior written consent from the Landlord. Tenant shall keep the Premises and approaches thereto clean and rubbish free, maintain the premises in good condition, keep all

lawns and shrubbery neatly trimmed, and keep all walks and drives in front of the workshop clear of ice and snow.

The Landlord makes no representation or warranty that the Premises is appropriate for the Tenant's intended use. Tenant will conform to and comply with all laws, regulations and requirements imposed on its use of the Premises by any City, County, State, Federal or other jurisdictional body. Tenant will use and occupy the Premises in a safe and careful manner and comply with the valid requirements of public officials. Tenant shall be responsible for all cleaning and janitorial services, replacement of lightbulbs, maintenance of equipment and utilities and the like for the leased premises. Cleaning fluids or hazardous materials may be kept on the Premises provided they are properly stored in compliance with all state and federal laws. Tenant shall bear the cost and expense of any repairs or replacements to the Premises including any plumbing systems, or HVAC systems.

b. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorneys' fees, arising out of any violation of or default in the covenants of Paragraph 2. The provisions of this Paragraph 2.b. shall survive the expiration of the Lease Term.

3. Quiet Enjoyment

Upon delivery of the Premises to Tenant, Landlord covenants and warrants that the Landlord has full power and right to execute and perform this Lease and to grant the Premises herein; and that the Tenant, on paying the rent herein reserved and performing the covenants and

agreements herein, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, appurtenances and privileges, belonging or appertaining thereto during the term of this Lease and any extension thereof.

Subject to any additional restrictions that may be imposed as a result of Tenant Improvements, Landlord warrants the non-existence of any zoning or other restriction preventing or restricting the use of the Premises for the purposes described herein.

4. Utilities and Tenant Taxes

a. Utilities. Tenant agrees to pay in a timely manner all charges for electricity (including exterior lights) resulting from Tenant's occupancy and use of the Premises. The Tenant shall hold electricity and any other utilities excepting water and sewer in its name. Landlord shall invoice the Tenant on a quarterly basis (or at such other interval as the Landlord shall deem appropriate) and provide the Tenant with a statement for water and sewer charges, and within fifteen (15) days of the Tenant's receipt of such statement, Tenant shall pay such amount to Landlord. Any unpaid amount shall then be due and payable as Additional Rent according to the terms hereof.

b. Tenant shall pay, before delinquency, all sales and excise taxes; and license or permit fees and charges of a similar nature, including any future taxes, for the conduct of its business on the Premises which are not required herein to be paid by Landlord.

c. Failure to timely pay utility bills, water and sewer bills, or tenant taxes constitutes a breach of the Lease.

5. Delivery of Premises.

The Tenant as the current occupant and prior owner of the Property has inspected the Premises and accepts the Premises in its current condition. No representation, statement or warranty, express or implied, has been made by or on behalf of the Landlord to the condition of the Premises. The Premises is being leased in "AS-IS" condition. Landlord makes no representations or warranties regarding the condition of the heating, electrical, air conditioning, and plumbing systems and has no obligation of repair or replacement of any such systems or components thereof. It is the Tenant's obligation to maintain and keep these systems in good repair to meet Tenant's purposes.

6. Tenant Improvements

a. Upon delivery of possession of the Premises by Landlord, Tenant may make improvements as it deems necessary for its continued occupation and continued use of the premises upon the consent of the Landlord which shall not be unreasonably withheld. Tenant shall pay directly to the billing entity any invoices relating to Tenant Improvements. Tenant is responsible for any additional Tenant Improvement costs, including change orders. The Landlord shall not be responsible or liable for any other costs of Tenant Improvements. Tenant shall be responsible for any improvements that Tenant deems necessary to the ventilation systems or plumbing systems. Tenant shall cause all such work to be done in compliance with any applicable codes. Tenant is responsible for ensuring that all contractors, agents and employees

comply with all laws. Provided the same is allowed by applicable law, Tenant may be its own general contractor.

b. Except as provided in Paragraph 6.a., Tenant will not make any alterations, installations, changes, replacements, additions or improvements, structural or otherwise (collectively, "Alterations") in or to the Premises or any part thereof, without the prior written consent of Landlord.

7. Ownership

Landlord covenants, represents and warrants that the Premises are owned or controlled, directly or indirectly, by Landlord.

8. Tenant Repairs and Maintenance

Except for damage caused by the elements, fire and other casualties, including but not limited to perils insurable under standard "Open Perils" policies of property insurance (sometimes referred to as "Special Perils" or "All Risk" policies), Tenant agrees to keep and maintain the interior of the Premises in good condition and repair, reasonable wear and tear excepted.

9. Access by Landlord

Landlord shall have access to the Property at all reasonable times. Tenant understands and acknowledges that demolition of an existing structure and the construction of a roadway will be occurring on the Property near the Premises. Such construction may generate noise and possible disruption to the Tenant's use of the Premises but will not prevent Tenant from accessing the Premises and conducting its operations thereon.

10. Liability and Insurance

a. Personal Property. All personal property of Tenant in the Premises shall be at the sole risk of Tenant. Landlord and its agents shall not be liable for any damage thereto, unless such damage is directly attributable to the gross negligence, wanton or willful acts of Landlord, its agents or employees. Tenant hereby expressly releases Landlord and its agents from any liability incurred or claimed by reason of damage to Tenant's property.

b. Acts of Third Parties. Landlord shall not be liable in any manner to Tenant, its agents, employees, licensees or invitees for any injury or damage to Tenant, Tenant's agents, employees, licensees or invitees or their property caused by the criminal or intentional misconduct or negligent acts of third parties. All claims against Landlord for any such damages or injury are hereby expressly waived by Tenant, and Tenant hereby agrees to hold harmless and indemnify Landlord from all such damages and the expense of defending all claims (including legal fees) made by Tenant, Tenant's agents, employees, licensees or invitees arising out of such acts. Tenant expressly waives the right to bring any claim of liability or personal/bodily injury or damages which may occur to Tenant or its agents, employees, licensees, or invitees, while on the Premises, unless caused by the negligence of the Landlord.

c. Indemnity. Tenant shall not carry on any activity at the Premises that will cause Landlord to be in violation of any ordinance, statute, or law, or cause Landlord to be liable to anyone for injury or damage. Tenant agrees to assume the responsibility of defending, at its expense, and holding harmless the Landlord from any claim that may be made against the Landlord by any person claiming the right to be in said Premises through or under the Tenant, or

for any injury, loss, or damage to person or property from any cause by Tenant, its agents or representatives, whatsoever, unless caused by the negligence of the Landlord.

Except as otherwise expressly provided in this Lease, Landlord shall not be responsible or liable to Tenant for any loss or damage to persons or property, or any interference or interruption of Tenant's use of the Premises, that may be occasioned by interruption of any utility services to the Premises, any repairs or maintenance to the Premises, or any casualty. In the event that Landlord or its respective agents or employees shall, without fault on their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold the same harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid in connection with such litigation.

d. **Liability Insurance.** A policy of comprehensive general liability insurance, protecting the Tenant and Landlord against any liability for injury, death, or property damage occurring in or about the Premises with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Landlord shall be named as additional insured. Notwithstanding the fact that any liability of Tenant to Landlord may be covered by Tenant's insurance, Tenant's liability shall in no way be limited by the amount of its insurance recovery.

e. **Casualty Insurance.** Tenant shall maintain insurance on the value of Tenant's personal property, fixtures, and improvements located on the Premises.

f. **Copies of Policies.** Tenant agrees to provide Landlord with certified copies or duplicate originals of each policy, as well as evidence of payment, before the commencement

of the Lease. Each policy shall contain an endorsement requiring that the Landlord shall receive thirty (30) days written notice, from the carrier, prior to cancellation or any change in the coverage, scope or amount of any policy. In the event the Tenant fails to maintain the policies as described herein, the Landlord may obtain such policies and pay the premiums and the Tenant shall promptly reimburse the Landlord for such premiums as Additional Rent or Landlord may terminate the Lease.

g. Waiver of Subrogation. Neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to the Premises or to the property of either party covered by insurance to the extent of such insurance and all casualty insurance and other insurance carried either by Landlord or Tenant covering losses arising out of destruction or damage to the Premises or its contents or to other portions of the Landlord's property shall provide for a waiver of subrogation against Landlord and Tenant respectively on the part of the insurance company. If the foregoing release shall contravene any law with respect to exculpatory agreements, the liability of the party in question shall be deemed not released but shall be secondary to the other's insurer.

11. Surrender of Premises

Tenant will surrender and deliver possession of the Premises to Landlord upon the expiration of the Lease or its termination for any reason.

12. Default

In the event Tenant shall at any time fail to timely perform any of its obligations under this Lease other than payment of rent, Landlord may immediately or anytime thereafter, without notice, and in addition to any and all other remedies available to them under this Lease or otherwise by law, perform the same for the account and at the expense of Tenant plus fifteen percent (15%) of such expenses for Landlord's overhead, which sums shall be payable upon demand, as additional rent. Landlord may perform such obligations of the Tenant, in the event of exigent circumstances, in order to preserve life, limb or property, in which case the Tenant shall immediately reimburse Landlord for all costs and expenses incurred by Landlord in performing such obligations. It is hereby agreed that any and all sums of money or charges to be paid by the Tenant under any of the terms or provisions of this Lease, whether the same shall be designated hereunder as "rent" or "additional rent", or not, shall be designated and treated as rent and shall be collectible by Landlord and payable by Tenant as rent hereunder.

In the event Tenant should default under any of the provisions of this Lease and Landlord should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of the terms and conditions of this Lease, Tenant, on demand, will pay to Landlord such reasonable attorneys' fees and such other expenses so incurred, as additional rent hereunder. Such attorneys' fees and other expenses so incurred shall be due and payable by Tenant upon the referral of such matter to an attorney, even if any litigation has not yet commenced. If Landlord shall, without fault on the part of Landlord, be made a party to any litigation commenced against the Tenant, and if the Tenant shall fail to provide Landlord with

legal counsel approved by Landlord (such approval not to be unreasonably withheld or delayed), the Tenant shall pay, upon demand, all costs and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

If Tenant shall be in default of payment of rent or any other condition of this Lease for a period of five (5) days, the Landlord may serve upon Tenant written notice of its intent to terminate this Lease, and Tenant hereby agrees that such notice shall effectively operate to terminate the Lease and the term hereunder shall be conclusively considered to have expired upon receipt of the aforesaid notices. Tenant shall thereafter be considered a Tenant holding over beyond the termination of the Lease. Landlord may re-enter the Premises after the expiration of the Lease and/or the term hereunder, or may avail itself of any further remedy they have under the laws of the State of Maryland.

Upon any default by Tenant to pay Additional Rent, Landlord shall have a lien upon the property of Tenant in the Demised Premises for the amount of any unpaid Additional Rent. In such event, Tenant shall not remove any of Tenant's property from the Demised Premises except with the prior written consent of Landlord, and Landlord shall have the right and privilege, at its option, to take possession of all property of Tenant in the Demised Premises, to store the same on the Demised Premises, or to remove it and store it in such place as may be selected by Landlord, at Tenant's risk and expense.

No waiver of any breach of any covenant, condition or agreement herein contained on one or more occasions shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof.

TENANT HEREBY WAIVES SERVICE OF ANY NOTICE TO QUIT OR OF LANDLORD'S INTENTION TO RE-ENTER THE PREMISES, AND ALL RIGHT TO REINSTATE OR REDEEM THIS LEASE, NOTWITHSTANDING ANY PROVISIONS OF ANY STATUTE, LAW OR DECISION NOW OR HEREAFTER IN FORCE OR EFFECT, AND TENANT WAIVES ALL RIGHT TO ANY SECOND OR FURTHER TRIAL IN SUMMARY PROCEEDINGS, EJECTMENT OR IN ANY OTHER ACTION PROVIDED BY ANY STATUTE OR DECISION NOW OR HEREAFTER IN FORCE OR EFFECT.

13. Holding Over

Should Tenant continue in possession after the end of the term without permission of the Landlord, Tenant, at the option of Landlord, shall thereupon become a Tenant by the week, subject to the same provisions of this Lease except that the Base Rent shall be \$250.00 per week, prorated in the event of any partial week.

14. Assignment & Subleasing

- a. Tenant. This Lease may not be assigned by Tenant.
- b. Landlord. It is expressly understood and agreed that this Lease and all rights of Landlord hereunder shall be fully and freely assignable by Landlord upon notice to Tenant.

15. Abandonment by Tenant

In the event of abandonment of the Premises, the Landlord may re-enter the Premises, take possession of all or any part thereof, and remove all personal property and persons therefrom and shall not be liable for any damage therefor, or for trespass. No such re-entry shall be deemed

an acceptance of the surrender of this Lease or a satisfaction of the Tenant's obligation to pay the rent as provided herein or any other obligations of Tenant hereunder.

16. Waiver of Jury Trial and Consent to Venue

Tenant agrees that any and all legal proceedings relating to this Lease or the performance thereunder shall be brought in the state or federal courts located in Maryland and in no other state. In the event Landlord deems it necessary to commence legal action in connection with this Lease, Tenant agrees that such actions may only be brought in Washington County and further agrees that if the amount of suit is less than the jurisdictional limitation of the District Court of Washington County, Maryland that the action may be brought by Landlord in the District Court of Washington County, Maryland, and shall not be removed to Circuit Court by Tenant. THE PARTIES HERETO AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

17. Limitation of Landlord's Liability

It is specifically understood and agreed that there shall be no personal liability of Landlord, or its successors or assigns, with respect to any of the covenants or conditions of this Lease, and the Tenant shall look solely to the Landlord's equity in the fee or leasehold estate or this Lease for the satisfaction of the remedies of the Tenant in the event of a breach by the Landlord or any of the terms, covenants and conditions of this Lease to be performed by the Landlord.

18. Damage by Casualty

a. Fire or Casualty Damage. In the event of damage or destruction of the Premises by fire or any other casualty, this Lease shall be terminated.

19. No Waiver

No acquiescence by Landlord of any breach of the Lease by Tenant shall operate as a waiver of Landlord's rights with respect to any other breach whether of the same or any other covenant or condition of this Lease. Nor shall acceptance of rent in arrears by Landlord constitute a waiver of any rights of Landlord hereunder. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing and signed by Landlord.

20. Miscellaneous Provisions

a. **Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with Maryland law without regard to any rules of construction based upon authorship.

b. **Notice.** All notices required to be given to Landlord hereunder shall be sent by registered or certified mail to, and all rent payments shall be made to, Landlord at the above address or to such other address as Landlord may direct from time to time by written notice forwarded by registered or certified mail to Tenant.

All notices required to be given to Tenant shall be hand delivered at the leased premises or sent by registered or certified mail to Tenant at the above address or to such other addresses as Tenant may direct from time to time by written notice forwarded to Landlord by registered or certified mail.

c. **Invalidity of Particular Provisions.** If any provision of the Lease is declared invalid or unenforceable, the remainder shall continue in full force and effect.

d. Headings. The headings appearing in this Lease are for reference only and shall not be considered a part of this lease in any way nor to modify, amend, or affect any provisions herein.

e. Entire Agreement; Modification. This Lease contains all the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing, signed by the parties hereto.

f. Time is of the Essence. Time is of the essence in this Lease agreement.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year above written.

WITNESS/ATTEST:

LANDLORD:

The Mayor and Board of Commissioners of the
Town of Boonsboro

By: EXHIBIT - DO NOT SIGN (SEAL)
Howard W. Long, Mayor

Date: _____

WITNESS/ATTEST:

TENANT:

BEE LANDSCAPING LLC

By: EXHIBIT - DO NOT SIGN (SEAL)

Name: _____

Title: _____

Date: _____