

**INTERGOVERNMENTAL AGREEMENT TO CREATE AND IMPLEMENT  
THE LIBERTY REGIONAL WATER RESOURCES COUNCIL**

Dated and effective as of the 19th day of November, 2009

Between

Liberty County, Georgia,  
a political subdivision of the State of Georgia,

And

The Cities of Hinesville, Allenhurst, Midway, Walthourville, Gum Branch, Riceboro, and Flemington, Georgia,  
municipal corporations of the State of Georgia,

And

The Liberty County Industrial Authority, a public body corporate.

**THIS INTERGOVERNMENTAL AGREEMENT TO CREATE AND IMPLEMENT THE LIBERTY REGIONAL WATER RESOURCES COUNCIL** (hereinafter referred to as the "Agreement"), is made and entered into as of the 19th day of November, 2009, by and between **LIBERTY COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **CITY OF HINESVILLE**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as "Hinesville"), the **CITY OF ALLENHURST**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as "Allenhurst"), the **CITY OF MIDWAY**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as "Midway"), the **CITY OF WALTHOURVILLE**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as "Walthourville"), the **CITY OF GUM BRANCH**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as "Gum Branch"), the **CITY OF RICEBORO**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as "Riceboro"), the **CITY OF FLEMINGTON**, a municipal corporation of the State of Georgia, County of Liberty (hereinafter referred to as "Flemington") (said "Hinesville," "Allenhurst," "Midway," "Walthourville," "Gum Branch," "Riceboro," and "Flemington" hereinafter collectively referred to as the "Cities") and the **LIBERTY COUNTY INDUSTRIAL AUTHORITY**, a public body duly created pursuant to the Constitution of the State of Georgia (hereinafter referred to as the Authority) (said County, Cities, and Authority being collectively referred to as the "parties").

**WITNESSETH:**

**WHEREAS**, pursuant to the laws and Constitution of the State of Georgia, to include, but not limited to, the Georgia Service Delivery Strategy Law, O.C.G.A. § 36-70-1 et seq. (the "Service Delivery Law"), the County, Cities, and Authority have been, and are now,

engaged in the development and implementation of a service delivery system that is both efficient and responsive to the citizens of Liberty County, Georgia; and

**WHEREAS**, the County, Cities, and Authority agree that proper stewardship of the complete water cycle includes the efficient provision of potable water, the effective treatment and discharge of wastewater and the management of storm water in environmentally responsible ways; and

**WHEREAS**, in this connection, the County, Cities, and Authority have determined that the coordination of certain water, wastewater and storm water planning and service delivery services within their respective jurisdictions is in the best interest of the public and otherwise in furtherance of the objectives of the Service Delivery Law; and

**WHEREAS**, the coordination of such planning and service delivery services as described hereinbelow is authorized by the provisions of the aforementioned Service Delivery Law and Constitution of the State of Georgia, Art. 9, Sec. 2, Para. 4, and related statutory and decisional laws; and

**WHEREAS**, under the provisions of the Service Delivery Law and the Constitution of the State of Georgia, Art. 9, Sec. 3, Para. 1, the parties may contract with one another to provide the services described hereinbelow; and

**WHEREAS**, this Agreement (or prior iterations hereof) was presented and approved at meetings of the County, Cities, and Authority pursuant to lawful and duly given notice as required by the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

**NOW, THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the County, Cities, and Authority covenant, agree and bind themselves as follows:

**1. Term; Renewal.** Unless sooner terminated or renewed as provided herein, this Agreement shall be for a term of fifty (50) years, commencing on the date hereof, and expiring, at midnight, on the 18th day of November, 2059, or until such earlier date on which the obligations of the parties hereunder have been fully and satisfactorily performed; provided that, to the fullest extent permitted by law, the County, Cities, and Authority may continuously renew the term of this Agreement for additional period(s) not to exceed fifty (50) years, upon the same terms and conditions as specified herein, as any such renewal(s) may be approved by said parties.

**2. Early Termination; Effect of Termination.** This Agreement may be terminated with respect to any party heretofor any or no reason, with or without cause, upon the giving of one hundred twenty (120) days' written notice to the other parties hereto of its intent to so terminate; provided, however, the terminating party(ies) shall remain liable for any funding obligations on its part arising under this Agreement through the date of said termination. In

all instances, the terminating party shall cooperate with the remaining parties to this Agreement in an effort to mitigate any adverse consequences arising as a result of said termination. In the event of any such termination hereunder, the terminating party shall no longer be entitled to utilize or benefit from the services to be offered and performed pursuant to this Agreement, to include, without limitation, the services of the Council (as defined below), and shall be deemed to have immediately surrendered its position (or the position of its representative) on said Council without further action.

**3. Coordination of Services; Establishment of Council; Limited Authority.**

Pursuant to the provisions of the Service Delivery Law and the Constitution of the State of Georgia, Art. 9, Sec. 3, Para. 1, the County, Cities, and Authority hereby agree to coordinate, to the fullest extent deemed practicable and appropriate by the respective parties hereto, certain essential planning and service delivery services presently provided by the County, Cities, and Authority. In furtherance of such coordination efforts, the parties do hereby create and establish the Liberty Regional Water Resources Council (the "Council"), whose voting members shall consist of the mayors of the Cities, the Chairman of the County and the Authority (or their duly appointed designees). The council membership and its affairs shall be governed by this Agreement, the laws of the State of Georgia, and the Bylaws of said Council (as attached hereto as Exhibit "A", and as may be hereafter amended consistent with the provisions of this Agreement, the "Bylaws").

Subject to the continuing consent of the parties, as well as the provisions of this Agreement, the Council shall have the power and duty to:

- (a) Conduct careful and comprehensive surveys and studies of existing conditions and probable future developments relating to water, wastewater, and stormwater services within Liberty County, and prepare and recommend to the parties such plans and initiatives as will best promote the public health, safety, and/or general welfare of their citizens with respect to said services.
- (b) In consultation with the parties and subject to their direction and approval, prepare and maintain a comprehensive plan or parts thereof, or cause to be prepared such plan or parts thereof, for the development of water, wastewater, stormwater, and related services provided by the parties, and make recommendations on any amendments thereto.
- (c) Prepare and recommend to the parties the adoption of any ordinances, or resolutions, or amendments or revisions to any of the same, with respect to water, wastewater, stormwater, and related services provided by the parties, which shall be subject to the approval of the affected jurisdiction in accordance with the laws of the State of Georgia and the ordinances and resolutions of said jurisdiction.
- (d) To the extent feasible, administer water, wastewater, and stormwater regulations in whatever role is delegated to it by any participating party. To



this end, the Council may review applications for installation of private or community water, wastewater, or stormwater systems and provide a recommendation to the involved party(ies) regarding the same. However, unless otherwise expressly and duly authorized by an affected party, the Council shall not be delegated any legislative authority or police powers within the jurisdiction of said party.

- (e) Cooperate with, contract with, or accept funds from, federal, state, or local, public or semi-public agencies or private individuals or corporations, and expend such funds and carry out cooperative undertakings with said agencies, individuals, or corporations in furtherance of the public purposes enumerated herein.
- (f) Perform such additional functions and services in connection with water, wastewater, stormwater, and related services as may be required or called for from time to time by the parties, and exercise, in general, such other powers as may be necessary or convenient to carry out and effectuate the purposes of this Agreement (as approved by the parties).

The authorization to undertake these functions shall not be considered a mandate for the Council to perform all of these functions, nor shall it prohibit the discretion of any party, by law or resolution, from assigning one or more of these functions to a staff member of that government, or to another agency or commission. The powers and duties enumerated above shall be liberally construed to effectuate the intent and purpose of this Agreement and the Council.

Additionally, and notwithstanding any provision in this Agreement, the Bylaws, or the laws of the State of Georgia to the contrary, it is understood and agreed that the Council shall have no jurisdiction or authority over the parties hereto, and said Agreement, Bylaws, and Council shall not be authorized or permitted to impose any requirement or condition of any kind on the exercise of the parties' respective powers and responsibilities relating to their delivery of water, wastewater, stormwater and related services; it being acknowledged that, absent duly enacted ordinance(s) or resolution(s) by the parties to the contrary, the Council is intended to perform as a planning, coordinating, investigative, administrative, and recommending body only. In no event shall this Agreement, the Bylaws, or the actions of the Council, be deemed to cede, limit, or restrict the authority, rights, or powers of the parties with respect to the matters set forth in this Agreement.

**4. Shared Funding.** As planning tasks or service delivery projects arise each of the units of government involved in those tasks or projects agree to negotiate with each other in good faith for the sharing of the expenses associated with the foregoing planning tasks and service delivery projects.

**5. Character of Obligation; Inclusion in Annual Budget.** The obligation arising under this Agreement on the part of the County, Cities, and Authority to share in the funding

of planning tasks and work items as provided in Paragraph 4 hereinabove shall, assuming the successful negotiation of such cost sharing, constitute a solemn and absolute obligation of each party to this Agreement and shall continue during the existence and operation of said Liberty County Water Planning Council, unless the obligation of any party is terminated pursuant to Paragraph 2 hereinabove; provided, however, that any such terminating party shall be liable for funding such obligation through the date of termination. In recognition of the foregoing, the County, Cities, and Authority shall annually in each and every fiscal year, or portion thereof, during their participation in the Liberty County Water Planning Council, include in their respective general budgets, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Agreement until all payments required to be made have been paid in full. The amount of the appropriation in such fiscal year to meet the obligations with respect to the Liberty County Water Planning Council shall be due and payable, pursuant to procedures for budgetary operations which may be amended from time to time by the Council, and shall be expended for the purpose of paying and meeting the obligations provided in connection therewith.

**6. Mutual Cooperation.** The County, Cities, and Authority shall each cooperate with each other and the Council to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement. Without limiting the foregoing, the parties shall endeavor to apprise and inform the Council of their respective activities, plans, needs, and operations relating to water, wastewater, and stormwater services.

**7. Representations and Warranties of the Parties.** In furtherance of the public purposes of this Agreement, the County, Cities, and Authority hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

(a) **Authority.** Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.

(b) **Public Purpose.** This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia, to include, without limitation, the Service Delivery Law.

Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of "new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V Par. 1(a); and (iv) does not violate O.C.G.A. 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

(c) No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County, Cities, or the Authority (as the case may be) are a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Paragraph shall be true and correct as of the date hereof and remain true and correct for the term of this agreement. Furthermore, each party hereto specifically acknowledges and agrees that they shall be forever stopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this agreement.

**8. Revision to Service Delivery Strategy.** This Agreement shall be deemed an approved mechanism under Section 36-70-2 of the Service Delivery Law for implementation of the Service Delivery Strategy required by the Georgia Department of Community Affairs ("DCA"). It shall be the joint responsibility of the County, Cities, and Authority to submit to DCA any and all revisions or amendments to said Service Delivery Strategy necessitated by this Agreement and the coordination of services contemplated herein; provided that neither this Agreement nor the actions of the Council shall be deemed a consent by any party to any specific revision or amendment to said Service Delivery Strategy.

**9. Amendments, Etc.** No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the parties, shall in any event be effective unless the same shall be in writing and signed by the County, Cities, and Authority and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**10. Assignment; Binding Effect.** The rights and obligations of the parties under this Agreement are personal and may not be assigned without the prior written consent of the County, Cities, and Authority. Subject to the foregoing, this Agreement shall be binding upon

and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

**11. No Third-Party Beneficiaries.** This Agreement is made between and limited to the County, Cities, and Authority and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County, Cities, and Authority and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

**12. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**13. Severability of Provisions.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

**14. Construction; Exhibits.** The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

**15. Relationship of Parties.** Notwithstanding anything in this Agreement to the contrary, the parties are not and shall not be considered as joint venturers, partners, or agents of the other and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

**16. Survival of Representations.** All terms, conditions, covenants, representations, and warranties contained in this Agreement, or any certificate or other writing delivered pursuant hereto or in connection herewith shall survive indefinitely (or for any lesser period stated herein) any investigation made by the parties, as well as the adoption of the Ordinance(s) contemplated herein.

**17. Notices.** All notices required hereunder shall be in writing and shall be given or served by first-class United States mail, postage prepaid, registered or certified with return



receipt requested; by overnight courier service; or personally presented to any party hereto at the below listed addresses; provided, however, that hereinafter any party shall have the right to change its address for notice hereunder to any other location within Liberty County, Georgia by the giving of thirty (30) days notice to the other parties in the manner set forth hereinabove. Notice sent by first-class United States mail, postage prepaid, registered or certified with return receipt requested, shall be effective three (3) days after its deposit. Notice given in any other manner, including overnight delivery, shall be effective only if and when received by the addressee.

If to Hinesville:

City of Hinesville  
Attn: City Manager  
115 E. Martin Luther King Jr. Drive  
Hinesville, Georgia 31313

If to Walthourville:

City of Walthourville  
Attn: Mayor  
Post Office Box K  
Walthourville, Georgia 31333

If to County:

Liberty County Board of Commissioners  
Attn: County Manager  
112 N. Main Street  
Hinesville, Georgia 31313

If to Midway:

City of Midway  
Attn: Mayor  
P.O. Box 125  
Midway, Georgia 31320

If to Riceboro:

City of Riceboro  
Attn: Mayor  
P.O. Box 269  
Riceboro, Georgia 31323

If to Allenhurst:

City of Allenhurst  
Attn: Mayor  
4063 West Oglethorpe Hwy  
Hinesville, Georgia 30301

If to Flemington:

City of Flemington  
Attn: Mayor  
P.O. Box 46  
Hinesville, Georgia 31310

If to Gum Branch:

City of Gum Branch  
Attn: Mayor  
5334 Ga. Hwy 196 West  
Hinesville, 31313

If to the Authority:

Liberty County Industrial Authority  
Attn: Chairman  
425 W. Oglethorpe Highway  
Hinesville, GA 31313



**18. Governing Law.** This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia, and the parties hereto agree that any action relating to, or arising out of, this Agreement shall be instituted and prosecuted in the courts of the County of Liberty, State of Georgia, and each party agrees to submit, and does hereby submit, to the personal and exclusive jurisdiction and venue of the said courts of the County of Liberty, State of Georgia.

**19. Execution of Counterparts.** This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**20. Effective Date.** The Agreement shall be effective and binding as of the date of execution by the parties hereto. In this regard, the legal counsel for the County is authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnish in connection herewith.

[ Signatures on Following Pages ]

**EXHIBIT "A"**

**Bylaws**

**[ Bylaws Attached ]**

[Intergovernmental Agreement – Liberty Regional Water Resources Council ]


**IN WITNESS WHEREOF**, the County and Cities have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

COUNTY:

**LIBERTY COUNTY, GEORGIA**, a  
political subdivision of the State of Georgia

(OFFICIAL SEAL)

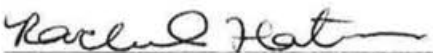
By:   
John D. McIver, Chairman

Attest:   
Joseph W. Brown, Administrator

Date Approved: February 10, 2010

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public, My Commission  
Expires: **My Commission Expires June 11, 2013**  
(SEAL OF NOTARY)

[ Signatures Continued on Following Page(s) ]

[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

HINESVILLE:

**CITY OF HINESVILLE, GEORGIA**, a  
municipal corporation

(OFFICIAL SEAL)

By: \_\_\_\_\_

James Thomas, Jr., Mayor

Attest: \_\_\_\_\_

City Clerk Sarah R. Lumpkin

Date Approved: October 1, 2009

Signed, sealed and delivered  
in the presence of:

Donna Shivers  
Unofficial Witness

Rose M. Kenner  
Notary Public, My Commission

Expires: **My Commission Expires Sept. 12, 2011**

(SEAL OF NOTARY)

[ Signatures Continued on Following Page(s) ]





[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

MIDWAY:

**CITY OF MIDWAY, GEORGIA,**  
a municipal corporation


(OFFICIAL SEAL)

By:   
Don Emmons, Mayor

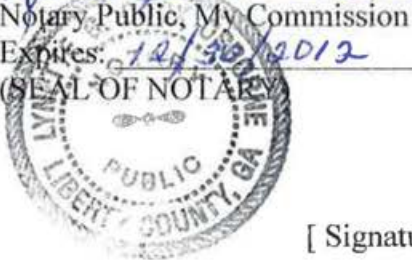
Attest:   
Attesting Officer

Date Approved: December 19, 2009

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public, My Commission  
Expires: 12/30/2012  
(SEAL OF NOTARY)



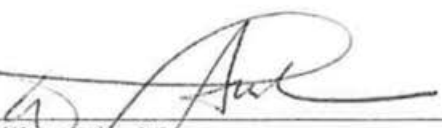
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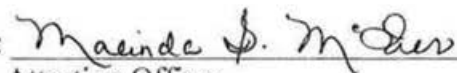
[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

RICEBORO:

**CITY OF RICEBORO, GEORGIA**, a  
municipal corporation

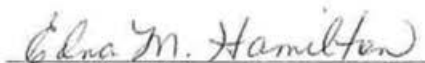
(OFFICIAL SEAL)


By:   
Bill Austin, Mayor

Attest:   
Attesting Officer

Date Approved: January 5, 2010

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public, My Commission  
Expires: My Commission Expires June 11, 2013  
(SEAL OF NOTARY)

[ Signatures Continued on Following Page(s) ]

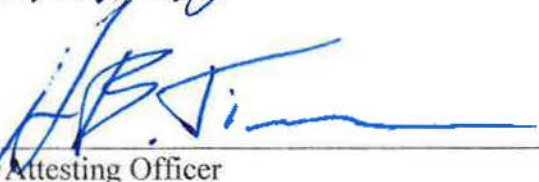
[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

WALTHOURVILLE:

**CITY OF WALTHOURVILLE, GEORGIA**, a  
municipal corporation

(OFFICIAL SEAL)


By:   
Daisy Pray, Mayor

Attest:   
Attesting Officer

Date Approved: February 10, 2010

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public, My Commission  
Expires: My Commission Expires June 11, 2013  
(SEAL OF NOTARY)

[ Signatures Continued on Following Page(s) ]

[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

GUM BRANCH:

**CITY OF GUM BRANCH, GEORGIA**, a  
municipal corporation

(OFFICIAL SEAL)

By: Richard I. Strickland  
Richard Strickland, Mayor

Attest: Emily A. Strickland  
Attesting Officer

Date Approved: December 30, 2009

Signed, sealed and delivered  
in the presence of:

Anna Shive  
Unofficial Witness

Rachel Hat  
Notary Public, My Commission  
Expires: My Commission Expires June 11, 2013  
(SEAL OF NOTARY)

[ Signatures Continued on Following Page(s) ]



[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

FLEMINGTON:

**CITY OF FLEMINGTON, GEORGIA**, a  
municipal corporation

(OFFICIAL SEAL)

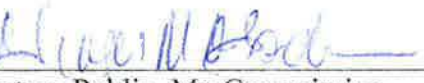
By:   
Sandra Martin, Mayor

Attest:   
Attesting Officer

Date Approved: February 10, 2010

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public, My Commission  
Expires: 1-25-11  
(SEAL OF NOTARY)

[ Signatures Continued on Following Page(s) ]



[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

ALLENHURST:

**CITY OF ALLENHURST, GEORGIA**, a  
municipal corporation

(OFFICIAL SEAL)

By: Thomas G. Hines  
Thomas Hines, Mayor

Attest: Amanda Cox  
Attesting Officer

Date Approved: February 10, 2010

Signed, sealed and delivered  
in the presence of:

Sorina Shivers  
Unofficial Witness

Kaciul Hat  
Notary Public, My Commission  
Expires: My Commission Expires June 11, 2013  
(SEAL OF NOTARY)

[ Signatures Continued on Following Page(s) ]

[ Intergovernmental Agreement (LRWRC) – Signatures Continued ]

AUTHORITY:

**LIBERTY COUNTY INDUSTRIAL AUTHORITY**, a  
public body corporate

(OFFICIAL SEAL)

By: \_\_\_\_\_



Allen Brown, Chairman

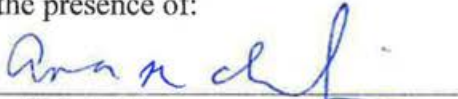
Attest: \_\_\_\_\_



Attesting Officer

Date Approved: February 10, 2010

Signed, sealed and delivered  
in the presence of:



Unofficial Witness

Notary Public, My Commission

Expires: 11/11/2012

(SEAL OF NOTARY)



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