

MINUTES FOR MAY 13th, 2013
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Richard Hilderbrand called the regular session of the Cherokee County Board of Commissioners to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, May 13th, 2013 in the Commission Room, #109 of the Cherokee County Courthouse. Commissioners Pat Collins, Charles Napier, Richard Hilderbrand, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Patrick Richardson, and Machel Smith

Visitors Present: Jerry Messer

A motion was made by Commissioner Collins to approve the minutes of the May 6th, 2013 Commission meeting as written. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Napier to approve the Mid-Month Accounts Payables for May, 2013. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Collins to amend the agenda for Trish Carroll of the Columbus Telephone Co. from 10:00 AM to 9:45 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 9:45 AM.

Trish Carroll - Columbus Telephone Co.

She appeared and presented a proposal for subsequent telephone systems that would include the County Health Department and the County Lot. It's not interchangeable with the system being proposed for the Courthouse. It's a smaller scale system than the one for the courthouse. The Courthouse would still have the ability to transfer from the courthouse to the Health Department and the County Lot. By doing a separate system, it's more cost effective than trying to add them to the proposed system for the Courthouse. They would be looking at a date in late June or July for installation.

A motion was made by Commissioner Hilderbrand to accept the bid proposals from Columbus Telephone Co. for new phone systems for the Courthouse, Health Department, and County Lot. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes. The cost of each proposal: Courthouse, \$38,984; Health Department, \$4,713; and County Lot, \$2,085. The funds are to be taken from the Courthouse General Fund.

Ralph Houser - Courthouse Maintenance

He appeared before the Board to update them on the window project for the courthouse. The Board advised that Mr. Cure is working on a contract with Home Pro.

Darrell Shumake, Attorney - Public Hearing on Land Attachment to Rural Water District No. 3

At 10:30 AM Chairman Hilderbrand called for the opening of the public hearing with Mr. Shumake and Mr. Kevin Cure, County Counselor present. Mr. Shumake provided proof of notice to all interested parties. He presented a Resolution from the Board of Directors of RWD No. 3 asking the County Commissioners to proceed with this land attachment. Mrs. Potter appeared in favor of the land attachment.

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A motion was made by Commissioner Napier to approve the order attaching adjoining lands to RWD No. 3. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

The Public Hearing was closed at 10:45 AM.

A motion was made by Commissioner Collins to amend the agenda for Danielle Dougherty and the Columbus Public Library from 11:00 AM to 10:55 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 10:55 AM.

Danielle Dougherty - Columbus Public Library

She appeared before the Board to update them on the repairs of the Library. She thanked the Board for their donation for the project. She told the Board that they have received a grant for the entire estimated amount to make the repairs. She presented options for the Board's donation, including using their money first, and then use the balance of the grant to make any additional repairs that are unforeseen at this time. Commissioner Napier asked that the Board go ahead with the donation as previously agreed. The Board agreed to allow the donation to stand.

A motion was made by Commissioner Hilderbrand to amend the agenda for David Holmes from 11:15 AM to 11:08 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 11:08 AM.

David Holmes - Holmes Real Estate

He appeared before the Board to present an agreement to purchase real estate on property located next to the County Health Department. He has the property listed for sale at the county appraisal price of \$13,150. The owner wants to sell and provide a quit claim deed to the new owner. The contract provides the buyer 45 days to do all inspections and title search at the buyers expense and a \$1,000 down payment to be held in escrow. He left a copy of all of the paperwork for Mr. Cure to review.

Nancy Herrenbruck - County Appraiser

She brought in a contract to purchase software to update the computer system to add Mineral Rights, to comply with state regulations for appraisal purposes. The cost is \$1,185 for the software and installation, plus \$175 annually for software support services.

A motion was made by Commissioner Napier to purchase the software and support services. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes.

Sheriff David Groves and County Attorney Nathan Coleman

They appeared before the Board along with County Counselor Kevin Cure to present the Board with a Resolution to require a prescription for Pseudoephedrine or Ephedrine purchases in Cherokee County. Sheriff Groves updated the Board on the Methamphetamine problem in Cherokee County. He said that pseudoephedrine is essential in the production of methamphetamine. In 2012 there were 4,011 boxes sold in Cherokee County with over 1,400 being sold to out of state residents. Mr. Coleman added that the law abiding citizens would see very little impact on being able to obtain needed medications. Many area cities and counties have passed laws of this type. Sheriff Groves stated that Cherokee County is known statewide as the "meth capitol" of Kansas.

A motion was made by Commissioner Collins to pass Resolution No. 13-2013 dealing with the sale of Methamphetamine Precursor Drugs by regulating the sale of Ephedrine and Pseudoephedrine containing products in Cherokee County. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Collins to recess for lunch. The motion was seconded by Commissioner Hilderbrand. The motion carried 3-0 with all voting yes at 12:02 PM.

Meeting reconvened at 1:00 PM.

Myra Frazier - Carlisle Real Estate

She appeared before the Board to present a contract to purchase on the NSP Grant property located at 402 E. 5th street in Galena, KS. The contract is for the purchase price of \$40,000.

A motion was made by Commissioner Collins to sign the contract to sell the NSP Grant property located at 402 E. 5th street in Galena, KS. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

A motion was made by Commissioner Collins to purchase an upgrade for the AS400 computer system at a cost of \$23,203. A motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

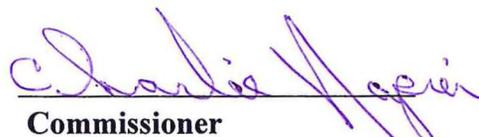
Commissioner Napier made a motion to adjourn until the next regularly scheduled meeting set for May 20th, 2013 at 9:00 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0 at 1:13 PM.

ATTEST:

Resolved and ordered this day, May 20th, 2013


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

RESOLUTION NO. 13-2013

A RESOLUTION DEALING GENERALLY WITH THE SALE OF METHAMPHETAMINE PRECURSOR DRUGS: REGULATING GENERALLY THE SALE OF EPHEDRINE, PSEUDOEPHEDRINE, AND EPHEDRINE OR PSEUDOEPHEDRINE CONTAINING PRODUCTS WITH CHEROKEE COUNTY, KANSAS AND ESTABLISHING A PENALTY FOR VIOLATING THE SAME.

WHEREAS, the State of Kansas, and specifically, Cherokee County, have become known to drug enforcement officials for the high incidence of the illicit manufacture, sale and use of the illegal drug known as methamphetamine; and,

WHEREAS, ephedrine or pseudoephedrine are necessary for the manufacture of methamphetamine; and,

WHEREAS, the Cherokee County Board of County Commissioners find that that the restrictions hereinafter adopted will provide additional support to law enforcement efforts to reduce the current methamphetamine epidemic and that such restrictions will not unduly burden businesses selling, and customers purchasing, such products, and,

WHEREAS, the Cherokee County Board of County Commissioners find that it is in the best interests of the citizens of Cherokee County to regulate the sale of ephedrine, pseudoephedrine and pseudoephedrine containing products.

NOW, THEREFORE, BE IT ORDAINED BY THE CHEROKEE COUNTY BOARD OF COUNTY COMMISSIONERS, CHEROKEE COUNTY, KANSAS, AS FOLLOWS:

Section 1. Findings.

The Cherokee County Board of County Commissioners has found the manufacture, transportation, possession and sale of methamphetamine to be inherently dangerous and that the chemical precursors of methamphetamine and the byproducts and wastes of methamphetamine production are inherently dangerous and injurious to the public health, safety and welfare of the citizens of the county. Regulation of the sale of the chemical precursors to methamphetamine production, such as ephedrine products and pseudoephedrine products, is necessary to protect the citizens of the county.

Section 2. Definitions.

For the purposes of this Resolution, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

- (a) Ephedrine- All forms of ephedrine, ephedrine hydrochloride and all combinations of these chemicals and any methamphetamine precursor drug containing these chemicals.

- (b) Pseudoephedrine - All forms of pseudoephedrine, pseudoephedrine hydrochloride and all combinations of these chemicals and any methamphetamine precursor drug containing these chemicals.
- (c) Methamphetamine precursor drug - Any drug or substance used to manufacture methamphetamine that contains pseudoephedrine or ephedrine.
- (d) Person – Any individual, corporation, partnership, trust, limited liability company, firm, association or other entity.
- (e) Sell – To knowingly furnish, give away, exchange, transfer, deliver, surrender, or supply, whether for monetary gain or not.
- (f) Package – Any number of pills, tablets, capsules, caplets or individual units of a substance held within a container intended for sale.

Section 3. Prohibition of sale of methamphetamine precursor drugs.

It shall be illegal for any person to sell, deliver or distribute ephedrine, pseudoephedrine, and pseudoephedrine or ephedrine containing products, their salts, their optical isomers or salts of their optical isomers except as set forth in the specific exceptions contained in Section 4 of this Resolution.

Section 4. Exceptions.

- (a) Ephedrine, pseudoephedrine and pseudoephedrine or ephedrine containing products, their salts, their optical isomers or salts of their optical isomers may be sold by a Kansas licensed pharmacist after being authorized to do so by a written prescription from a physician or other healthcare professional licensed by the State of Kansas or any other state to write prescriptions.
- (b) Ephedrine, pseudoephedrine and pseudoephedrine or ephedrine containing products, their salts, their optical isomers or salts of their optical isomers may be distributed by a licensed physician within the physician's office, or any clinic, nursing home or other licensed healthcare facility upon the orders of a physician or other healthcare professional licensed by the State of Kansas or any other state to write prescriptions.
- (c) This Section regulating ephedrine, pseudoephedrine or other methamphetamine precursor drugs shall not apply to the sale of animal feed containing ephedrine or dietary supplement products containing naturally occurring or herbal ephedra or extracts of herbal ephedra.

Section 5. Prima Facie Evidence.

It shall be prima facie proof that a substance is regulated by this Section if the substance is contained in its original packaging and is labeled as being or containing ephedrine or pseudoephedrine.

Section 6. Reporting theft of methamphetamine precursor drugs.

- (a) All thefts, shortages, disappearances, miscounts or other losses of ephedrine, pseudoephedrine or other methamphetamine precursor drugs shall be reported to the Cherokee County Sheriff's Office within twenty-four (24) hours of discovery.
- (b) Any person selling ephedrine, pseudoephedrine or other methamphetamine precursor drugs shall report any difference between the quantity of the aforementioned drugs shipped and the quantity received to the Cherokee County Sheriff's Office within twenty-four (24) hours of discovery.

Section 7. Penalty.

Every act or omission constituting a violation of any of the provisions of this Resolution by any agency or employee of any person shall be deemed and held to be an act of such person, and said person shall be punishable in the same manner as if said act or omission had been done or omitted by him / her or it personally, provided such an act or omission was within the scope of employment or the scope of authority of such agent or employee. Each such violation of this Resolution shall be considered a separate offense. Violation of this Resolution shall be considered and punished as a class A misdemeanor, wherein the defendant shall be subject to a fine not to exceed \$2500.00 or a term of incarceration in the county jail not to exceed one (1) year, or both such fine and incarceration.

Section 8. Severability.

In the event that any section, sentence, clause, phrase or portion of this Resolution is held to be invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the valid portion.

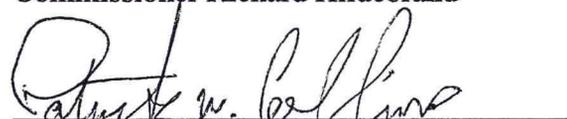
Section 9. Effective Date.

This Resolution shall be in full force and effect on and after May 15, 2013, and publication in the official County Newspaper.

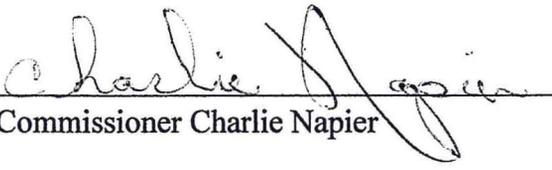
PASSED BY THE BOARD OF CHEROKEE COUNTY COMMISSIONERS,
CHEROKEE COUNTY, KANSAS, this 13th day of May, 2013.

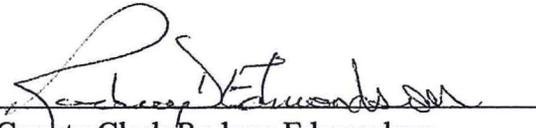


Commissioner Richard Hildebrand



Commissioner Patrick Collins


Commissioner Charlie Napier


County Clerk Rodney Edmondson

Reviewed and approved by:
Kevin Cure, Attorney

KINGREY REAL ESTATE

1100 Military Ave. P.O. Box 410

620-856-2452

Baxter Springs, Ks. 66713

Fax 620-856-2145

REAL ESTATE CONTRACT *Rev. 1-16-13*

THIS CONTRACT, Made this 7th day of May, 2013 with an effective date which is the same as the date of the last signature below and entered into upon the date of the last signature herein by and between Cherokee County, Kansas (Herein known as Seller) and Meghan Williams, a single person (Herein known as Buyer). Witnesseth: That for and in consideration of the mutual covenants and agreements herein contained and the moneys hereunder to be paid, the Seller agrees to sell and the Buyer agrees to purchase the following described real estate situated in Cherokee County, State of Kansas to wit: **To be exactly described by the title commitment. Also known as: 402 E 5th Street Galena, KS 66739**

2nd. PROPERTY: The real estate described herein together with improvements attached thereon including, but not limited to shall include, **(IF ANY ARE PRESENT)**, gas heaters, attic fan, central air conditioning, lighting, ceiling fans, heating and plumbing equipment and fixtures, bathroom mirrors, shower curtains/rods and attached mirrors, window and porch shades, shutters, storm windows and doors, screens, curtain rods and drapery rods, window hangings, now in place, awnings, television antennae and antennae equipment, keys, water softener (if owned), gas grill, gas lights, automatic garage door equipment including transmitter, attached and unattached wall to wall carpeting, built-in kitchen appliances, attached shelves, smoke alarms, installed burglar alarms, mail boxes, water well pumps installed, and all flowers, trees and shrubs and anything attached to premises or improvements thereon, and in addition thereto the following items:

3rd. FOR THE TOTAL SUM OF \$40,000.00 (Forty Thousand Dollars) of which **\$500.00 (Five Hundred Dollars)** shall be paid as earnest money at the signing of this contract and the balance to be paid in cash upon the close of sale. If this contract is not signed by the Seller by **May 14, 2013** the earnest money hereunder made shall be refunded to Buyer and contract rendered null and void.

4th. CLOSING AND POSSESSION: BUYER agrees to make final settlement on or before **June 28, 2013** SELLER agrees to give possession **Upon the close of sale**. BUYER agrees that ALL INSPECTIONS required by them will be performed and the property is in a condition acceptable to BUYER before possession.

5th. FINANCING CONTINGENCY: This Contract is subject to rescission (as hereinafter provided) if Buyers are unable to obtain a FHA loan commitment in the amount of **\$38,600.00** for a term of **Thirty (30)** years at not more than **Current %** interest per annum. Buyers shall make a diligent effort to obtain such loan commitment, but if such efforts are unsuccessful, then Buyer shall have the right to rescind this Contract, and to have the earnest money refunded as per applicable Kansas law. In order to exercise the aforesaid right of rescission, buyer shall, on or before **May 24, 2013** deliver to the Realtor as an agent for Seller, written notice of intent to rescind along with written declination from the lender. It is understood and agreed that if such notice of intent to rescind is not given in the manner and within the time stated above, then the said right of rescission shall lapse absolutely, and be of no further force or effect, it being agreed that with regard to such rescission, time and punctuality are of the essence. BUYER shall make said loan application within **Five (5)** working days from the date of this contract.

6th. The Seller agrees to furnish adequate title evidence showing a merchantable title in fee simple in the form of **Title Insurance: Title Search, Owner's Policy, Lender's Policy and Survey Coverage (if required) to be paid one half by the Seller and one half by the Buyer.** The title insurance shall be in the amount of the purchase price insuring a merchantable fee simple title in the name of Buyer as of the date of recording deed, subject to the usual reservation contained in title insurance policies. The Buyer shall have upon request the opportunity to examine abstract of title or Title Insurance Commitment. All valid title requirements shall be specified in writing and furnished the Seller or his attorney, after which the Seller shall have a reasonable time to correct at his own expense, any such valid defects. In the event the Seller is unable to furnish a good and merchantable title to the Buyer then at the option of the Buyer, this contract may be cancelled whereupon the earnest money hereunder shall be refunded to the Buyer and the abstract of title, if any, returned to Seller.



Seller's Initials

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Buyer's Initials

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7th. THE BUYER agrees and does hereby deposit said earnest money with First American Title within ten (10) days of the effective date of this contract as a guarantee that the terms and conditions of this contract shall be fulfilled by them, said deposit to be applied on the purchase price upon acceptance of title by the BUYER and delivery of deed by the SELLER. In the event the BUYER shall fail to fulfill their obligation hereunder, the SELLER may, at their option, cancel this agreement, and thereupon the aforementioned deposit shall become the property of the SELLER, not as a penalty but as liquidate damages. Provided, however, that in the event the SELLER is unable to furnish marketable title, the earnest money deposited shall be returned to the BUYER, and this AGREEMENT shall be null and void and of no further force and effect. Earnest money may not be released to either party without the written consent of both parties. Notwithstanding any other terms of this contract providing for forfeiture or refund of the earnest money deposit, the parties understand that applicable Kansas real estate laws prohibit the escrow agent from distributing the earnest money, once deposited, without the consent of all parties to this agreement. Buyer and seller agree that failure by either to respond in writing to a certified letter from the broker within seven days of receipt thereof or failure to make written demand for return or forfeiture of an earnest money deposit within 30 days of notice of cancellation of this agreement shall constitute consent to distribution of the earnest money as suggested in any such certified letter or as demanded by the other party hereto.

8th. A properly executed Deed of conveyance will be prepared according to the requirements of the title commitment and will be presented at the close of sale. Said deed is to be delivered by said escrow agent and or closing agent to the Buyer upon receipt of the balance of the purchase price.

9th. PRORATIONS: SELLER shall pay all general taxes and special assessments for the years prior to the current calendar year. General taxes and special assessment installments, if any, for the current calendar year shall be prorated between the BUYER and SELLER. If the amount of such taxes cannot be ascertained, proration shall be computed on the amount of the general taxes and special assessments for the previous year unless the previous year's taxes were based on a lesser improved property, in which event, taxes shall be computed on a basis using the previous year's mill levy and an estimate of the current year's assessed valuation. The BUYER shall assume all general taxes and special assessments other than those to be paid by the SELLER as described herein. Any special assessments paid out in the past calendar year will not be included in the proration. The rental from said property, if any, shall be prorated. All homeowner's association dues, if any, for prior years shall be paid by the SELLER and for the current year shall be prorated, and any rental deposits transferred to BUYER. All prorations shall be to date of: **Date of the Close of Sale**

10th. SURVEY: Whether or not BUYER elects to obtain an inspection of property by a surveyor or licensed engineer it is understood and agreed the Listing/Selling Brokers shall not be responsible for any defect, encroachments, overlaps, boundary line disputes, acreage and any other matters which would be disclosed by such inspection.

11th. INSURANCE: SELLER to maintain current insurance in force until date of closing. The BUYER shall furnish insurance policies necessary for the protection of the mortgagees, containing loss clauses payable to the mortgagees as their interest may appear. The insurance policies shall be held by the mortgagee or escrow agent until said lien is paid in full. If before delivery of deed the house or other major improvements situated on said property are destroyed or substantially damaged by fire, windstorm, lightning or other casualty, without fault of Buyer, the Buyer shall in such event have the option of enforcing this contract by accepting insurance settlement not to exceed amount of purchase price for such damage, or of canceling this contract by written notice to the Seller within ten (10) days after such casualty. If this contract is canceled, the earnest money hereunder shall be refunded to the Buyer and the abstract returned to Seller.

12th. Buyer is aware that the subject property is not new and further acknowledges that there has been no representation(s) by Seller or any other person acting as Seller's representative and/or Buyer's representative regarding the condition of the property or of the appliances or structural components that may be contained therein. Unless specified in a schedule attached hereto, neither seller nor seller's representative has actual knowledge of any latent defects in the property or any component thereof. The Buyer may inspect premises prior to closing and no representation herein will survive closing. The buyer agrees that the closing of this transaction shall constitute satisfaction or waiver of all inspections.



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Buyer's Initials

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REAL ESTATE CONTRACT Rev. 1-16-13

13th. INSPECTIONS: Seller agrees to permit inspections of the Property by any qualified independent inspector or appraiser selected by Buyer and/or Buyer's lender, upon reasonable advance notice to Seller. Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence (if any) of: environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water well, sewer, septic and wastewater treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; basement leaks and exterior drainage; and mechanical equipment, including appliances. Buyer may also review additional property data, including but not limited to flood plain data; zoning regulations; leases and other occupancy agreements; general taxes; school district; square footage; and insurability of the Property ("Additional Property Data"). **Note: It is recommended that homeowner's insurance availability be ascertained during the Inspection Period.** Buyer shall furnish a complete copy of the written inspection report(s) and /or Additional Property Data to Seller with a written list of any unacceptable conditions(s) (the "Inspection Notice") within _____ days (10 days if none stated) after the Effective Date (the "Inspection Period"). **Note: Buyer is allowed to submit only One (1) Inspection Notice during the Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.** Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

If Seller has not received a written Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether: (1) Buyer is satisfied with all the inspections; (2) Buyer intends that any unacceptable conditions are to be satisfied by Seller; or (3) Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer. Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

If this Contract is not terminated as provided above, Seller shall have _____ (7 days if none stated) after Seller's receipt of the Inspection Notice (the "Initial Response Period") in which to respond in writing to Buyer's Inspection Notice. (Note: For purposes of this subparagraph, if Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary adjustment at Closing). The parties shall have an additional _____ (3 days if none stated) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer; provided, however that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an agreement. **Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit. A limited warranty or service agreement may also be available for purchase regarding the Property.**



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Buyer's Initials

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14th. Buyer(s) acknowledge that they have been provided the opportunity to purchase a home warranty. There are many vendors available that market home warranties. Buyer(s) have received a brochure from at least one vendor that sells and administers home warranties

15th. INTERIM MAINTENANCE: Between the date of this agreement and possession by Buyer, the entire property, including all mechanical equipment, appliances, plumbing, electrical system, lawn, shrubbery, trees, and pool if any, shall be maintained by SELLER in the same condition, ordinary wear and tear expected.

16th. LIENS-MECHANICS: SELLER represents that at closing there will be no liens, lien claimants, financing statements. SELLER shall deliver releases or waivers if there are unpaid bills for improvements by general contractors, sub-contractors, suppliers and materialmen, plus an affidavit naming such parties and reciting that all bills which would serve as basis for mechanics' liens have been or will be paid at closing.

17th. INGRESS AND EGRESS: SELLER warrants that there is ingress and egress to said property.

18th. AGREEMENT APPROVAL: This contract supersedes any previously executed contracts verbal or written by and between the undersigned to buy and sell the subject property, EACH PARTY SIGNING THIS CONTRACT ACKNOWLEDGES THAT THEY HAVE READ THE ENTIRE CONTRACT. If BUYER or SELLER, after Agreement hereof, fails or neglects to complete the contract according to the terms and conditions herein stated, then at their option the injured party may pursue any legal remedy available to them in law or equity. This contract nor any interest herein, shall not be transferred or assigned by BUYER without the prior written consent and approval of SELLER. The BROKER shall withhold the brokerage fee from the sale proceeds upon closing.

19th. AGENCY DISCLOSURE: Seller and Buyer acknowledge that the real estate licensees involved in this transaction may be functioning as agents of the Seller, agents of the Buyer, or transaction brokers. Licensees functioning as an agent of the Seller have a duty to represent the Seller's interest and will not be the agent of the Buyer. Information given by the Buyer to an agent for the Seller will be disclosed to the Seller. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Seller. Information given by the Seller to an agent for the Buyer will be disclosed to the Buyer. Licensees functioning in the capacity of a transaction broker are not agents for either party and do not advocate the interests of either party.

SELLER AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKER RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.

Listing Licensee is functioning as: Seller's Agent Transaction Broker
 Designated Seller's Agent (Supervising Broker acts as Transaction Broker)

Selling Licensee is functioning as: Seller's Agent Buyer's Agent Transaction Broker
 Designated Buyer's Agent (Supervising Broker is acting as Transaction Broker)

20th. Applicable only to dwellings built prior to 1978. LEAD BASED PAINT and/or LEAD BASED PAINT HAZARDS: Buyer and Seller acknowledge receiving and completing the "Disclosure of Information Acknowledgement Lead Based Paint and/or Lead Based Paint Hazards" form, accordingly, this Contract could be contingent upon Lead Based Paint and/or Lead Based Paint Hazards Testing depending upon the terms of the disclosure. See above referenced form. Buyer acknowledges receiving the pamphlet entitled "Protect Your Family From Lead In Your Home."

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Buyer's Initials

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21st. Every buyer of residential real property is notified that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires sellers to disclose any information known to the seller that shows elevated concentrations of radon gas in residential real property. The Kansas department of health and environment recommends all homebuyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to www.kansasradonprogram.org."

22nd. STATUTORY NOTICE: "Kansas Law requires persons who are convicted of certain crimes, including certain sexually violent crimes to register with the sheriff of the county in which they reside. If you, as the buyer, desire information regarding those registrants, you may find information on the homepage of the Kansas Bureau of Investigation (KBI) at <http://www.Kansas.gov/kbi> or by contacting the local sheriff's office."

23rd. COUNTERPARTS. This Contract may be executed in any number of counterparts, and by each party on a separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. In producing this contract, it shall not be necessary to produce or account for more than one such counterpart signed by the person against whom enforcement is sought. Facsimile signatures shall constitute original signatures for purposes of this contract.

24th Buyer and Seller agree to each pay one half of the closing agent fee.

25th. MISCELLANEOUS: Seller agrees to install HV/AC unit at the property. Buyer's lending institution requires a 3.5% down payment. Seller agrees to pay Buyer's required down payment of \$1,400.00 (One Thousand Four Hundred Dollars) which is 3.5% (Three and a half percent) of the purchase price.

26th. Buyer is aware that this is a Neighborhood Stabilization Program grant project home. Buyer must meet income eligibility, complete a HUD approved 8 hour buyer counseling class, obtain a fixed rate on any financing and understands that there will be a repayment agreement recorded at closing for the subsidized write-down, which will be for 10 years in the amount of \$21,400.00. If the buyer does not meet any of these requirements, this contract becomes null and void.

IN WITNESS WHEREOF, said parties hereunto subscribe their names.

The effective date of this contract is the same as the date of the last signature below.

5-16-13 _____
Date Cherokee County, Kansas

(Seller)

5/17/13 _____
Date Meghan Williams

(Buyer)

Brokerage Name: Carlisle Real Estate

Brokerage Name: Kingrey Real Estate

Agent name: Myra Carlisle-Frazier

Agent name: Joshua Ames

[Signature]
Seller's Initials

This is a legally binding contract; if not understood, seek competent advice. Rev. 1-16-13
Page 5 of a 5 page contract

[Signature]
Buyer's Initials

Since 1884

COMMUNITY BANK & TRUST

414 East 32nd Street
Joplin, Missouri 64804

Employee Owned...Customer Driven!

South East Kansas Regional Planning Committee
Neighborhood Stabilization Program
P.O.Box 664
Chanute, KS 66720

Dear Sirs,

Community Bank & Trust is processing a loan for Meghan Williams and Lisa & Archie Williams to purchase property at 402 East 5th, Galena, Ks 66739. Please consider this letter a request for up to 20% down payment assistance for the William's on the purchase of the property. Meghan Williams will be the owner occupant and Lisa & Archie Williams are also signing on the note and deed of trust. We are processing the loan as an FHA. Our understanding is that the down payment assistance will be in the form of a forgivable 2nd mortgage assuming the purchasers live in the home for at least 10 years. If they don't live in the home for 10 yrs the second will be due.

Sincerely,



Amber N. Bryan
Community Bank & Trust
Home Loan Center Manager

**With Missouri
Offices in:**

Neosho
Joplin
Carl Junction
Seneca
Diamond
Anderson
Granby

**With Kansas
Offices in:**

Galena
Riverton

Proposal for Cherokee County Courthouse
by
Columbus Telephone Company

Columbus Telephone Company will replace the current Centrex solution and install an NEC SV-8100 with a total of 50 business telephones and a PRI circuit. The system will also be equipped with an integrated voicemail system (including auto-attendant) and Integrated Operator Software and DSS for main receptionist.

| Product Name | Qty |
|---|-----|
| NEC SV 8100 Server | 1 |
| Internal voicemail system with 8 ports (include voicemail to email for all users) | 1 |
| PRI Circuit Card | 1 |
| Analog port card (4 ports) | 1 |
| 16 port digital card | 3 |
| 8 port digital card | 1 |
| Black 32 button (desi-less) LCD digital speakerphone | 50 |
| Black 60 button DSS for receptionist | 1 |
| Desktop Console Software for receptionist | 1 |
| Misc (rack, patch panels, shelves etc) | |
| NEC SV8100 IP equipment costs \$32,192.00 | |
| Pricing includes a 5 year hardware warranty on NEC equipment | |
| Professional labor including design, installation, programming and user training \$13,000.00 | |
| 2nd Quarter promotion and discount \$6,208.00 (good through Sept 29th 2013) | |
| NEC SV8100 IP/digital Hybrid Solution Project Total after discount \$38,984.00 | |

TERMS: 50% ON ORDER

50% ON DAY OF INSTALLATION

This proposal is good for thirty days. Acceptance makes it a binding contract subject to all statutes and laws of the State of Kansas. Columbus Telephone Company retains security interest on equipment in this contract until contract price is received in full. IP phone quality will depend on customers existing data network. Quality of service and voice prioritization is recommended.

ACCEPTED BY: _____

PROPOSED BY: Columbus Telephone Company

DATE:

DATE: 04/23/2013



BUSINESS SALES QUOTATION

224 S KANSAS AVE
COLUMBUS, KS 66725
Call (620) 429-3132
Fax (620) 429-1704

To:

CHEROKEE COUNTY LOT
509 E COUNTRY RD
COLUMBUS, KS 667 25

QUOTE:# 4515

DATE: MAY 8, 2013

| Your Order # | Our Order # | Sales Rep. | Ship Via | Terms | Tax ID | Proposed Shipping Date |
|--------------|-------------|------------|----------|---------|--------|------------------------|
| | | J SCHIBI | | 30 DAYS | EXEMPT | |

| Quantity | Item | Description | Unit Price | Total |
|----------|--------|----------------------------------|------------|--------------|
| 1 | PBX | NEC DSX-80 | \$625.00 | \$ 625.00 |
| 5 | PHONES | NEC 22-BUTTON PHONE | \$135.00 | \$ 675.00 |
| 1 | CABLE | INSTALLATION CABLE | \$ 35.00 | \$ 35.00 |
| | | | | |
| 1 | VMAIL | **OPTIONAL** INTRAMAIL VOICEMAIL | \$990.00 | NOT IN TOTAL |
| | | | | |

| | |
|-------------|------------|
| Subtotal | \$1,335.00 |
| Tax | - |
| Shipping | \$ |
| Labor | \$ 750.00 |
| Quote Total | \$2,085.00 |

QUOTATION IS VALID FOR 30 DAYS.

NOTES:

1. CTC Caller ID Name and Number is billed at \$5.98/line on a monthly basis. It is optional on the quoted system.
2. This is a separate phone system than the Courthouse it will be programmed with call transfer or speed dial to all other departments in the County.
3. The county will have to have new wire ran and this is a part of the labor on the quote.
4. NEC includes a two-year manufacturer's warranty with all DSX hardware.

Columbus Telephone is an authorized reseller of NEC products.

WWW.COLUMBUS-TELEPHONE.COM



BUSINESS SALES QUOTATION

224 S KANSAS AVE
COLUMBUS, KS 66725
Call (620) 429-3132
Fax (620) 429-1704

To:

CHEROKEE COUNTY HEALTH DEPT
110 E WALNUT
COLUMBUS, KS 66725

QUOTE:# 4514

DATE: MAY 8, 2013

| Your Order # | Our Order # | Sales Rep. | Ship Via | Terms | Tax ID | Proposed Shipping Date |
|--------------|-------------|------------|----------|---------|--------|------------------------|
| | | J SCHIBI | | 30 DAYS | EXEMPT | |

| Quantity | Item | Description | Unit Price | Total |
|----------|---------|----------------------------------|------------|--------------|
| 1 | PBX | NEC DSX-80 | \$625.00 | \$ 625.00 |
| 17 | PHONES | NEC 22-BUTTON PHONE | \$135.00 | \$2,430.00 |
| 1 | PHONES | NEC 34-BUTTON SUPERDISPLAY PHONE | \$295.00 | \$ 295.00 |
| 1 | CONSOLE | PHONE CONSOLE | \$184.00 | \$ 184.00 |
| 1 | CARD | STATION CARD | \$159.00 | \$ 159.00 |
| 2 | CABLE | INSTALLATION CABLES | \$ 35.00 | \$ 70.00 |
| 1 | VMAIL | **OPTIONAL** INTRAMAIL VOICEMAIL | \$990.00 | NOT IN TOTAL |

| | |
|-------------|------------|
| Subtotal | \$3,763.00 |
| Tax | - |
| Shipping | \$ |
| Labor | \$ 950.00 |
| Quote Total | \$4,713.00 |

QUOTATION IS VALID FOR 30 DAYS.

NOTE: CTC Caller ID Name and Number is billed at \$5.98/line on a monthly basis. It is optional on the quoted system.

NEC provides a two-year manufacturer's warranty on all DSX hardware.

Columbus Telephone is an authorized reseller of NEC products.

WWW.COLUMBUS-TELEPHONE.COM

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS

MAY 13 2013
Rodney Edmondson
Cherokee Co. Clerk

IN THE MATTER OF THE PETITION FOR
ATTACHMENT OF ADJOINING LANDS TO
RURAL WATER DISTRICT NO. 3, CHEROKEE
COUNTY, KANSAS, IN THE VICINITY SOUTH
AND WEST OF COLUMBUS, KANSAS, AND
SURROUNDING AREA, CHEROKEE COUNTY,
KANSAS

ORDER OF BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY,
KANSAS, ATTACHING ADJOINING LANDS TO RURAL WATER DISTRICT NO. 3,
CHEROKEE COUNTY, KANSAS

NOW on this 13th day of May, 2013, the same being one of the regular meeting days of said Commission, the petition of landowners in the vicinity South and West of Columbus, Kansas, and surrounding area, Cherokee County, Kansas, to attach said territory therein described unto Rural Water District No, 3, Cherokee County, Kansas, filed with the County Clerk of Cherokee County, Kansas, on the 22nd day of April, 2013, praying said Board of County Commissioners for an order that the lands as described in said Petition become attached to Rural Water District No, 3, Cherokee County, Kansas, comes regularly on for hearing. The Board of County Commissioners

having heard statements of counsel for said petitioners, and other evidence presented, including a Resolution duly adopted by the Board of Directors of Rural Water District No. 3, Cherokee County, Kansas, wherein request is made that said Board of County Commissioners grant the request as set out in said Petition, and permit said attachment, all in manner as by law provided, and having considered the Petition filed herein, finds:

1. That the County Clerk of Cherokee County, Kansas, on the 22nd day of April, 2013, caused to be sent by first class mail to each owner of land within the area sought to be attached, to-wit:

J. Lynn Jeffery
1116 Brad St.
Oswego, Kansas 67356

Susan C. Jeffery
1116 Brad St.
Oswego, Kansas 67356

Dorothy Maxwell
1409 4th Street
Oswego, Kansas 67356

Rebecca Potter
15 Union Street
Oswego, Kansas 67336

Bret Middleswart
a/k/a Bret A. Middleswart
1702 Cedar Ridge
Parsons, Kansas 67537

Diana Middleswart
1702 Cedar Ridge
Parsons, Kansas 67357

Jim E. Hall
11965 SW Clem Road
Chetopa, Kansas 67336

Patricia D. Hall
a/k/a Patricia Hall
11965 SW Clem Road
Chetopa, Kansas 67336

Duane H. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336

Gloria A. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336

Clark L. Casey
10720 SW Wyandotte Road
Columbus, Kansas 66725

Kari L. Casey
10720 SW Wyandotte Road
Columbus, Kansas 66725

Johnny J. Zwahlen
12759 SW Clem Road
Chetopa, Kansas 67336

Janet E. Zwahlen
12759 SW Clem Road
Chetopa, Kansas 67336

Cleo V. Johnson
904 Valley Ridge Court
Burleson, Texas 76028

Shirley M. Johnson
904 Valley Ridge Court
Burleson, Texas 76028

Joseph Getman Trustee of the
Joseph Getman Trust dated
May 24, 2012
9089 SW Snowbird Lane
Columbus, Kansas 66725

United Methodist Church
at Oswego, Kansas
903 Second Street
Oswego, Kansas 67356

a copy of said Petition for Attachment of Adjoining Lands to Rural Water District No. 3, Cherokee County, Kansas, and a notice of hearing upon Petition for Attachment of Adjoining Lands to Rural Water District No. 3, Cherokee County, Kansas, copy of which is attached hereto and made a part hereof; That the County Clerk of Cherokee County, Kansas, on the 22nd day of April, 2013, caused to be sent by first class mail to David Barfield, Chief Engineer, Division of Water Resources, State Board of Agriculture, 109 Southwest 9th, 2nd Floor, Topeka, Kansas 66612-1283, a copy of said Petition for Attachment of Adjoining Lands to Rural Waster District No. 3, Cherokee County, Kansas, and a notice of hearing upon Petition for Attachment of Adjoining Lands to Rural Waster District No. 3, Cherokee County, Kansas, copy of which is attached hereto

and made a part hereof; That the County Clerk of Cherokee County, Kansas, on the 22nd day of April, 2013, caused to be sent by first class mail to Officers and Members of the Board of Directors of Rural Water District No. 3, Cherokee County, Kansas, to-wit:

Ted Edmondson - President
4730 SW Cheneyville Road
Columbus, Kansas 66725

Jay Justice - Vice-President
9185 SW Quaker Road
Chetopa, Kansas 67336

John Epler - Secretary-Treasurer
8770 SW Messer Road
Columbus, Kansas 66725

Marion W. Atkinson - Board Member
1800 SE 30th St.
Columbus, Kansas 66725

Jeff Karsten - Board Member
6425 SE 10th
Baxter Springs, Kansas 66713

Rural Water District #3
Cherokee County, Kansas
% Jon Houser - Manager
2500 Southeast Union Chapel Road
Columbus, Kansas 66725

a copy of said Petition for Attachment of Adjoining Lands to Rural Waster District No. 3, Cherokee County, Kansas, and a notice of hearing upon Petition for Attachment of Adjoining Lands to Rural Waster District No. 3, Cherokee County, Kansas, copy of which is attached hereto and made a part hereof; all in accordance with

Chapter 82a, Article 6, Kansas Statutes Annotated, as amended.

2. That the lands described in said Petition are without an adequate water supply.

3. That the construction and maintenance of ponds, or reservoirs, pipelines or wells, or check dams, or pumping installations and other facilities for the storage, transportation, and utilization of water and the construction and maintenance of any combination of said projects are necessary for the improvement of the community; that the construction and maintenance of said project will not encourage the cultivation of lands which are sub-marginal and which should be devoted to other uses in the public interests.

4. That such improvements or works will be conducive to and will tend to promote public health, convenience and welfare of the owners of the said land, the citizens of this community, and state and nation.

5. That the statements contained in said Petition are true and that the Petition is in conformity with the requirements of Chapter 82a, Article 6, Kansas Statutes Annotated, as amended.

6. That proper Notice, pursuant to K,.S.A. 82a-623 have been made in these proceedings.

IT IS, THEREFORE, by the Board of County Commissioners of

Cherokee County, Kansas, ordered and declared that the following described real estate situate in Cherokee County, Kansas, to-wit:

Commencing at the Southeast Corner of the Northeast Quarter of Section Thirty-one (31), Township Thirty-three (33) South, Range Twenty-two (22) East of the Sixth Principal Meridian, Cherokee County, Kansas;

thence North to the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section Thirty (30), Township Thirty-three (33), Range Twenty-two (22);

thence West to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section Thirty (30), Township Thirty-three (33) Range Twenty-two (22);

thence North to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section Thirty (30), Township Thirty-three (33), Range Twenty-two (22);

thence West to the Neosho River;

thence Southwesterly along said Neosho River to the West Line of the Southwest Quarter of Section Twenty-five (25), Township Thirty-three (33) Range Twenty-one (21);

thence South to the Southwest Corner of the Southwest Quarter of Section Twenty-five (25), Township Thirty-three (33), Range Twenty-one (21);

thence East to the Northwest Corner of the Northeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence South to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of Section Thirty-six (36), Township Thirty-three (33) South, Range Twenty-one (21);

thence East to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence North to the Southeast Corner of the Northeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence East to the Southeast Corner of the Northeast Quarter, of Section Thirty-one (31), Township Thirty-three (33), Range Twenty-two (22), to the place of beginning;

be and the same is hereby declared attached to and shall become a part of Rural Water District No. 3, Cherokee County, Kansas, and that the owners of land located within the attached territory shall be entitled to subscribe to such Benefit Units, upon such terms and conditions as the Board of Directors of Rural water District No. 3, Cherokee County, Kansas, may provide, and any owner of land located within the territory so attached, who shall subscribe to one or more Benefit Units, and comply with the terms and conditions provided by the Board of Directors of Rural Water District No. 3, Cherokee County, Kansas, shall be entitled to the same rights as participating members are entitled to, all in manner as set forth in K. S. A. 82a-624.

IT IS ORDERED that the County Clerk of Cherokee County, Kansas, enter the foregoing declaration, findings, decisions, and

orders, upon the records of this Board.


Richard J. Hilderbrand - Chairman


Patrick W. Collins - Board Member


Charlie Napier - Board Member
County Commissioners of Cherokee
County, Kansas

Dated: May 13, 2013

ATTEST:


Rodney D. Edmondson - County Clerk
of Cherokee County, Kansas

COPY

APR 22 2013
Rodney Edmondson
Cherokee Co. Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS

IN THE MATTER OF THE PETITION FOR
ATTACHMENT OF ADJOINING LANDS TO
RURAL WATER DISTRICT NO. 3, CHEROKEE
COUNTY, KANSAS, IN THE VICINITY
SOUTH AND WEST OF COLUMBUS, KANSAS,
AND SURROUNDING AREA, CHEROKEE
COUNTY, KANSAS

PETITION FOR ATTACHMENT OF ADJOINING LANDS
TO RURAL WATER DISTRICT NO. 3, CHEROKEE COUNTY, KANSAS

TO: THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS.

Petitioners, being landowners of Cherokee County, Kansas,
represent and state as follows:

1. That this Petition is signed on behalf of at least Fifty
(50%) per cent of the landowners within the boundaries of an area
in Cherokee County, Kansas, defined by metes and bounds, as
follows:

Commencing at the Southeast Corner of the Northeast
Quarter of Section Thirty-one (31), Township Thirty-three
(33) South, Range Twenty-two (22) East of the Sixth
Principal Meridian, Cherokee County, Kansas;

thence North to the Northeast Corner of the Southeast
Quarter of the Southeast Quarter of Section Thirty (30),
Township Thirty-three (33), Range Twenty-two (22);

thence West to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section Thirty (30), Township Thirty-three (33) Range Twenty-two (22);

thence North to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section Thirty (30), Township Thirty-three (33), Range Twenty-two (22);

thence West to the Neosho River;

thence Southwesterly along said Neosho River to the West Line of the Southwest Quarter of Section Twenty-five (25), Township Thirty-three (33) Range Twenty-one (21);

thence South to the Southwest Corner of the Southwest Quarter of Section Twenty-five (25), Township Thirty-three (33), Range Twenty-one (21);

thence East to the Northwest Corner of the Northeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence South to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of Section Thirty-six (36), Township Thirty-three (33) South, Range Twenty-one (21);

thence East to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence North to the Southeast Corner of the Northeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence East to the Southeast Corner of the Northeast Quarter, of Section Thirty-one (31), Township Thirty-three (33), Range Twenty-two (22), to the place of beginning;

2. That the names of the petitioners on whose behalf this Petition is filed, are signed to a Request for Petitioning, attached hereto, as a part hereof, marked "Exhibit A".

3. That a verified enumeration of owners of land within the boundaries of the proposed District taken from the tax rolls of the County in which said lands are located, is also found on said "Exhibit A", and by this reference, is made a part thereof.

4. That the petitioners desire to be attached to Rural Water District No. 3, Cherokee County, Kansas.

5. That such lands are without an adequate water supply.

6. That attachment to Rural Water District No. 3, will be conducive to and will promote the public health, convenience and welfare.

WHEREFORE, Petitioners pray that the Board of County Commissioners of Cherokee County, Kansas, fix a time and place, within Thirty (30) days from the date of the filing of this Petition, for a hearing of the same; that the County Clerk, at least Seven (7) days before the date fixed for said hearing, give written notice by first class mail, of the time and place of such hearing, to each owner of land within the area sought to be attached, to-wit:

J. Lynn Jeffery
1116 Brad St.
Oswego, Kansas 67356

Susan C. Jeffery
1116 Brad St.
Oswego, Kansas 67356

Dorothy Maxwell
1409 4th Street
Oswego, Kansas 67356

Diana Middleswart
1702 Cedar Ridge
Parsons, Kansas 67357

Rebecca L. Potter
15 Union Street
Oswego, Kansas 67336

Bret Middleswart
a/k/a Bret A. Middleswart
1702 Cedar Ridge
Parsons, Kansas 67357

Jim E. Hall
11965 SW Clem Road
Chetopa, Kansas 67336

Patricia D. Hall
a/k/a Patricia Hall
11965 SW Clem Road
Chetopa, Kansas 67336

Duane H. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336

Gloria A. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336

Clark L. Casey
10720 SW Wyandotte Road
Columbus, Kansas 66725

Kari L. Casey
10720 SW Wyandotte Road
Columbus, Kansas 66725

Johnny J. Zwahlen
12759 SW Clem Road
Chetopa, Kansas 67336

Janet E. Zwahlen
12759 SW Clem Road
Chetopa, Kansas 67336

Cleo V. Johnson
904 Valley Ridge Court
Burleson, Texas 76028

Shirley M. Johnson
904 Valley Ridge Court
Burleson, Texas 76028

Joseph Getman Trustee of the
Joseph Getman Trust dated
May 24, 2012
9089 SW Snowbird Lane
Columbus, Kansas 66725

United Methodist Church
at Oswego, Kansas
903 Second Street
Oswego, Kansas 67356

and to David Barfield, Chief Engineer, Division of Water Resources,
State Board of Agriculture, 109 Southwest 9th, 2nd Floor, Topeka,
Kansas 66612-1283, and to the Officers and Members of the Board of
Directors of said Rural Water District No. 3, Cherokee County,
Kansas, whose names and addresses are:

Ted Edmondson - President
4730 SW Cheneyville Road
Columbus, Kansas 66725

Jay Justice - Vice-President
9185 SW Quaker Road
Chetopa, Kansas 67336

John Epler - Secretary-Treasurer
8770 SW Messer Road
Columbus, Kansas 66725

Marion W. Atkinson - Board Member
1800 SE 30th St.
Columbus, Kansas 66725

Jeff Karsten - Board Member
6425 SE 10th
Baxter Springs, Kansas 66713

Rural Water District #3
Cherokee County, Kansas
% Jon Houser - Manager
2500 Southeast Union Chapel Road
Columbus, Kansas 66725

as required by law; and that the Board of County Commissioners, upon said hearing make appropriate findings, and declare the lands within the boundaries defined in this Petition to become attached to Rural Water District No. 3, Cherokee County, Kansas; together with a declaration that henceforth, said lands shall have the same rights as the participating members of said Rural Water District No. 3 are entitled, all as set forth in K. S. A. 82a-624.

**Original signed by
DARREL G. SHUMAKE**

Darrel G. Shumake

"EXHIBIT A"

REQUEST FOR PETITIONING and ENUMERATION OF LAND OWNERS

This enumeration of owners of land, and request for petitioning attached to and made a part of the Petition for Attachment of Lands to Rural Water District No. 3, Cherokee County, Kansas, lists all such owners of land within the boundaries of the area described in said Petition, as taken from the tax rolls of Cherokee County, Kansas.

The following owners of land within the boundaries of the area described in said Petition, whose signatures appear with their names, do hereby request that a Petition be prepared, signed on our behalf and filed with the County Clerk of said County, seeking attachment to Rural Water District No. 3, Cherokee County, Kansas.

NAMES AND ADDRESSES

SIGNATURES

J. Lynn Jeffery
1116 Brad Street
Oswego, Kansas 67356



J. Lynn Jeffery

Susan C. Jeffery
1116 Brad Street
Oswego, Kansas 67356



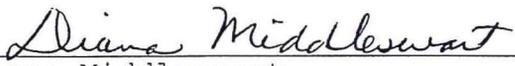
Susan C. Jeffery

Bret Middleswart
a/k/a Bret A. Middleswart
1702 Cedar Ridge
Parsons, Kansas 67357

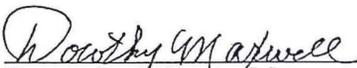


Bret Middleswart a/k/a
Bret A. Middleswart

Diana Middleswart
1702 Cedar Ridge
Parsons, Kansas 67357


Diana Middleswart

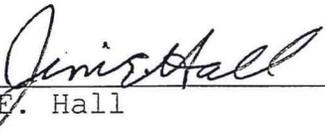
Dorothy Maxwell
1409 4th Street
Oswego, Kansas 67356


Dorothy Maxwell

Rebecca L. Potter
15 Union Street
Oswego, Kansas 67356


Rebecca L. Potter

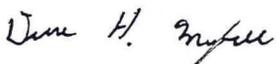
Jim E. Hall
11965 SW Clem Road
Chetopa, Kansas 67336


Jim E. Hall

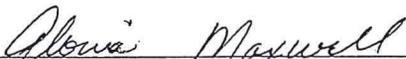
Patricia D. Hall
a/k/a Patricia Hall
11965 SW Clem Road
Chetopa, Kansas 67336


Patricia D. Hall a/k/a Patricia
Hall

Duane H. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336


Duane H. Maxwell

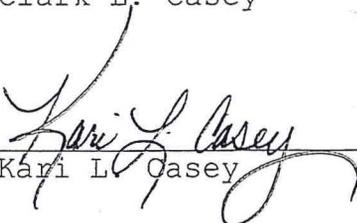
Gloria A. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336


Gloria A. Maxwell

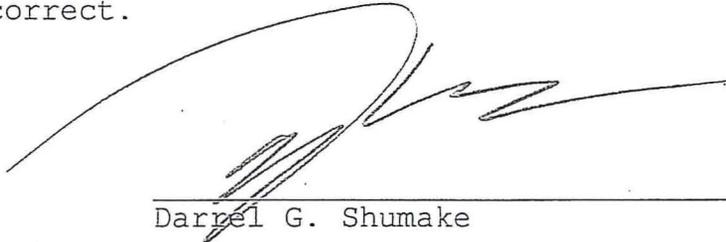
Clark L. Casey
10720 SW Wyandotte Road
Columbus, Kansas 66725


Clark L. Casey

Kari L. Casey
10720 SW Wyandotte Road
Columbus, Kansas 66725


Kari L. Casey

District No. 3, and more particularly described in the Petition filed herein, for attachment of adjoining land to Rural Water District No. 3, Cherokee County, Kansas, consisting of Five (5) Page(s), is true and correct.



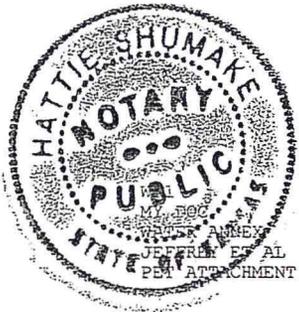
Darrel G. Shumake

SUBSCRIBED and sworn to before me, as a Notary Public, in and for the State and County aforesaid, this 22nd day of April, 2013.



Hattie Shumake - Notary Public

My Appointment Expires:
February 1, 2016.



LANDOWNERS IN AREA WHO SIGNED PETITION

J. LYNN JEFFERY

SUSAN C. JEFFERY

BRET MIDDLESWART A/K/A BRET A. MIDDLESWART

DIANA MIDDLESWART

DOROTHY MAXWELL

REBECCA L. POTTER

JIM E. HALL

PATRICIA D. HALL

DUANE H. MAXWELL

GLORIA A. MAXWELL

CLARK L. CASEY

KARI L. CASEY

JOHNY J. ZWAHLLEN

JANET E. ZWAHLEN

JOSEPH GETMAN

LANDOWNERS IN AREA WHO DID NOT SIGN PETITION

CLEO V. JOHNSON

SHIRLEY M. JOHNSON

UNITED METHODIST CHURCH AT OSWEGO, KANSAS

COPY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS

IN THE MATTER OF THE PETITION FOR
ATTACHMENT OF ADJOINING LANDS TO
RURAL WATER DISTRICT NO. 3, CHEROKEE
COUNTY, KANSAS, IN THE VICINITY
SOUTH AND WEST OF COLUMBUS, KANSAS,
AND SURROUNDING AREA, CHEROKEE
COUNTY, KANSAS

NOTICE OF HEARING UPON PETITION FOR ATTACHMENT OF
ADJOINING LANDS TO RURAL WATER DISTRICT NO. 3,
CHEROKEE COUNTY, KANSAS

To:

J. Lynn Jeffery
1116 Brad St.
Oswego, Kansas 67356

Susan C. Jeffery
1116 Brad St.
Oswego, Kansas 67356

Dorothy Maxwell
1409 4th Street
Oswego, Kansas 67356

Rebecca L. Potter
15 Union Street
Oswego, Kansas 67336

Bret Middleswart
a/k/a Bret A. Middleswart
1702 Cedar Ridge
Parsons, Kansas 67357

Diana Middleswart
1702 Cedar Ridge
Parsons, Kansas 67357

Jim E. Hall
11965 SW Clem Road
Chetopa, Kansas 67336

Patricia D. Hall
a/k/a Patricia Hall
11965 SW Clem Road
Chetopa, Kansas 67336

Duane H. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336

Gloria A. Maxwell
2820 SW 110th Street
Chetopa, Kansas 67336

Clark L. Casey
10720 SW Wyandotte Road
Columbus, Kansas 66725

Kari L. Casey
10720 SW Wyandotte Road
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Johnny J. Zwahlen
12759 SW Clem Road
Chetopa, Kansas 67336

Janet E. Zwahlen
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Cleo V. Johnson
904 Valley Ridge Court
Burleson, Texas 76028

Shirley M. Johnson
904 Valley Ridge Court
Burleson, Texas 76028

Joseph Getman Trustee of the
Joseph Getman Trust dated
May 24, 2012
9089 SW Snowbird Lane
Columbus, Kansas 66725

United Methodist Church
at Oswego, Kansas
903 Second Street
Oswego, Kansas 67356

each being owners of land within the area sought to be attached,
and to David Barfield, Chief Engineer, Division of Water Resources,
State Board of Agriculture, 109 Southwest 9th, 2nd Floor, Topeka,
Kansas 66612-1283, and to the Officers and Members of the Board of
Directors of Rural Water District No. 3, Cherokee County, Kansas,
to-wit:

Ted Edmondson - President
Rural Water District #3
4730 SW Cheneyville Road
Columbus, Kansas 66725

Jay Justice - Vice-President
Rural Water District #3
9185 SW Quaker Road
Chetopa, Kansas 67336

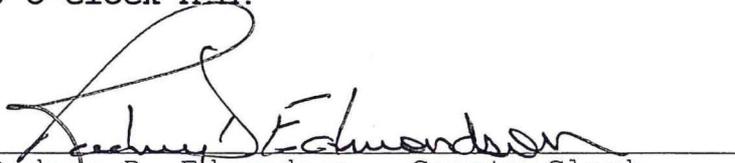
John Epler - Secretary-Treasurer
Rural Water District # 3
8770 SW Messer Road
Columbus, Kansas 66725

Marion W. Atkinson - Board Member
Rural Water District #3
1800 SE 30th St.
Columbus, Kansas 66725

Jeff Karsten - Board Member
Rural Water District #3
6425 SE 10th
Baxter Springs, Kansas 66713

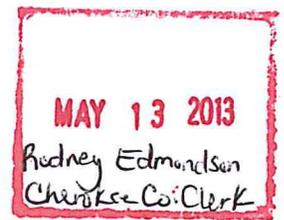
Rural Water District #3
Cherokee County, Kansas
% Jon Houser - Manager
2500 Southeast Union Chapel Road
Columbus, Kansas 66725

You, and each of you, are hereby notified that the hearing before the Board of County Commissioners of Cherokee County, Kansas, upon the Petition for Attachment of Adjoining Lands to Rural Water District No. 3, Cherokee County, Kansas, within the boundaries as defined in said Petition, as provided by K. S. A. 82a-624, is set for hearing, before said Board of County Commissioners, at the Cherokee County Court House at Columbus, Kansas, on **Monday, the 13th day of May, 2013, at 10:30 o'clock A.M.**


Rodney D. Edmondson - County Clerk
Cherokee County, Kansas

Dated: April 22, 2013

(SEAL)



BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS

IN THE MATTER OF THE PETITION FOR
ATTACHMENT OF ADJOINING LANDS TO
RURAL WATER DISTRICT NO. 3, CHEROKEE
COUNTY, KANSAS, IN THE VICINITY
SOUTH AND WEST OF COLUMBUS, KANSAS,
AND SURROUNDING AREA, CHEROKEE
COUNTY, KANSAS

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ADJOINING LANDS TO RURAL WATER DISTRICT NO. 3,
CHEROKEE COUNTY, KANSAS

To:

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Oswego, Kansas 67356

Susan C. Jeffery
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Dorothy Maxwell
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Oswego, Kansas 67356

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Joseph Getman Trustee of the
Joseph Getman Trust dated
May 24, 2012
9089 SW Snowbird Lane
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United Methodist Church
at Oswego, Kansas
903 Second Street
Oswego, Kansas 67356

each being owners of land within the area sought to be attached,
and to David Barfield, Chief Engineer, Division of Water Resources,
State Board of Agriculture, 109 Southwest 9th, 2nd Floor, Topeka,
Kansas 66612-1283, and to the Officers and Members of the Board of
Directors of Rural Water District No. 3, Cherokee County, Kansas,
to-wit:

Ted Edmondson - President
Rural Water District #3
4730 SW Cheneyville Road
Columbus, Kansas 66725

Jay Justice - Vice-President
Rural Water District #3
9185 SW Quaker Road
Chetopa, Kansas 67336

John Epler - Secretary-Treasurer
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Marion W. Atkinson - Board Member
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Jeff Karsten - Board Member
Rural Water District #3
6425 SE 10th
Baxter Springs, Kansas 66713

Rural Water District #3
Cherokee County, Kansas
% Jon Houser - Manager
2500 Southeast Union Chapel Road
Columbus, Kansas 66725

You, and each of you, are hereby notified that the hearing before the Board of County Commissioners of Cherokee County, Kansas, upon the Petition for Attachment of Adjoining Lands to Rural Water District No. 3, Cherokee County, Kansas, within the boundaries as defined in said Petition, as provided by K. S. A. 82a-624, is set for hearing, before said Board of County Commissioners, at the Cherokee County Court House at Columbus, Kansas, on **Monday, the 13th day of May, 2013, at 10:30 o'clock A.M.**


Rodney D. Edmondson - County Clerk
Cherokee County, Kansas

Dated: April 22, 2013

(SEAL)

MAY 13 2013
Rodney Edmondson
Cherokee Co. Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS

IN THE MATTER OF THE PETITION FOR
ATTACHMENT OF ADJOINING LANDS TO
RURAL WATER DISTRICT NO. 3, CHEROKEE
COUNTY, KANSAS, IN THE VICINITY
SOUTH AND WEST OF COLUMBUS, CHEROKEE
COUNTY, KANSAS

R E S O L U T I O N

BE IT RESOLVED by the Board of Directors of Rural Water
District No. 3, Cherokee County, Kansas:

THAT, WHEREAS, under date of the 1st day of May, 2013, it was
brought before the Board of Directors of Rural water District No.
3 that certain lands as hereinafter described be attached to and
become a part of Rural Water District No. 3, Cherokee County,
Kansas, and

WHEREAS, the real estate to be attached and to become a part
of Rural Water District No. 3 situate in Cherokee County, Kansas,
is described as follows, to-wit:

Commencing at the Southeast Corner of the Northeast
Quarter of Section Thirty-one (31), Township Thirty-
three (33) South, Range Twenty-two (22) East of the
Sixth Principal Meridian, Cherokee County, Kansas;

thence North to the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section Thirty (30), Township Thirty-three (33), Range Twenty-two (22);

thence West to the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section Thirty (30), Township Thirty-three (33) Range Twenty-two (22);

thence North to the Northeast Corner of the Northwest Quarter of the Southwest Quarter of Section Thirty (30), Township Thirty-three (33), Range Twenty-two (22);

thence West to the Neosho River;

thence Southwesterly along said Neosho River to the West Line of the Southwest Quarter of Section Twenty-five (25), Township Thirty-three (33) Range Twenty-one (21);

thence South to the Southwest Corner of the Southwest Quarter of Section Twenty-five (25), Township Thirty-three (33), Range Twenty-one (21);

thence East to the Northwest Corner of the Northeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence South to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of Section Thirty-six (36), Township Thirty-three (33) South, Range Twenty-one (21);

thence East to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence North to the Southeast Corner of the Northeast Quarter of Section Thirty-six (36), Township Thirty-three (33), Range Twenty-one (21);

thence East to the Southeast Corner of the Northeast Quarter, of Section Thirty-one (31), Township Thirty-three (33), Range Twenty-two (22), to the place of beginning;

WHEREAS, careful study has been made of the contents of said request, and

WHEREAS, it is the unanimous opinion of said board that it would be expedient and to the best interest of Rural Water District No. 3, Cherokee County, Kansas, that said lands as hereinbefore described be so attached to Rural Water District No. 3, Cherokee County, Kansas.

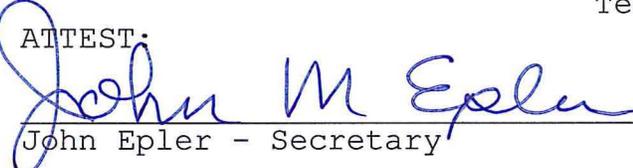
NOW, THEREFORE, be it resolved by the Board of Directors of Rural Water District No. 3, Cherokee County, Kansas, and for and on behalf of said Rural Water District No. 3, Cherokee County, Kansas, hereby expressly consent to the attachment of said territory as described above and expressly requests that the Board of County Commissioners, Cherokee County, Kansas, grant the request for attachment, and permit said attachment, all in manner as by law provided.

BE IT FURTHER RESOLVED, that a copy of the above and foregoing Resolution be forthwith filed with the County Clerk of Cherokee County, Kansas.

THIS RESOLUTION adopted this 1st day of May,
2013.



Ted Edmondson - President

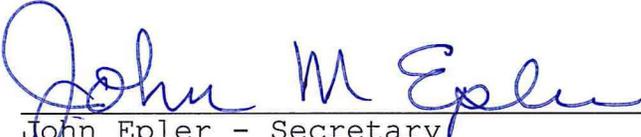
ATTEST:


John Epler - Secretary

(SEAL)

C E R T I F I C A T E

I, the undersigned, the duly elected, qualified and acting Secretary of Rural Water District No. 3, Cherokee County, Kansas do hereby certify the above and foregoing is a true and correct copy of a Resolution duly adopted by the Board of Directors of Rural Water District No. 3, Cherokee County, Kansas, at a meeting duly held on the 1st day of May, 2013.



John Epler - Secretary

(SEAL)

MAY 13 2013
Rodney Edmundson
Cherokee Co. Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CHEROKEE COUNTY, KANSAS

IN THE MATTER OF THE PETITION FOR
ATTACHMENT OF ADJOINING LANDS TO
RURAL WATER DISTRICT NO. 3, CHEROKEE
COUNTY, KANSAS, IN THE VICINITY
SOUTH AND WEST OF COLUMBUS, KANSAS,
AND SURROUNDING AREA, CHEROKEE
COUNTY, KANSAS

AFFIDAVIT OF SERVICE

STATE OF KANSAS }
 } ss:
COUNTY OF CHEROKEE }

DARREL G. SHUMAKE, of lawful age, being first duly sworn, upon his oath, says: That he personally served a copy of PETITION FOR ATTACHMENT OF ADJOINING LANDS TO RURAL WATER DISTRICT NO. 3, CHEROKEE COUNTY, KANSAS, ORDER FOR HEARING, AND NOTICE OF HEARING UPON PETITION FOR ATTACHMENT OF ADJOINING LAND TO RURAL WATER DISTRICT NO. 3, CHEROKEE COUNTY, KANSAS in the above captioned matter, addressed to the following:

J. Lynn Jeffery
1116 Brad St.
Oswego, Kansas 67356

Susan C. Jeffery
1116 Brad St.
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Dorothy Maxwell
1409 4th Street
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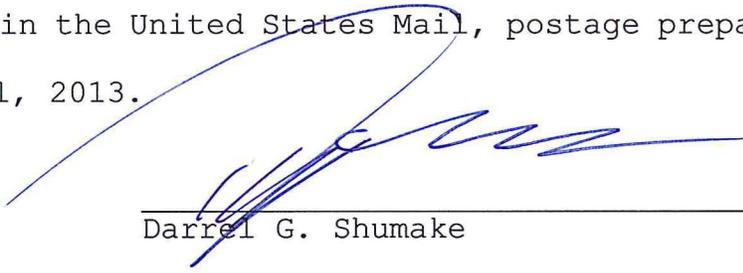
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Rural Water District #3
Cherokee County, Kansas
% Jon Houser - Manager
2500 Southeast Union Chapel Road
Columbus, Kansas 66725

Rebecca Potter
15 Union Street
Oswego, Kansas 67336

by depositing the same in the United States Mail, postage prepaid,
on the 22ND day of April, 2013.



Darrel G. Shumake



Subscribed and sworn to before me this 13th day of May, 2013.



Hattie Shumake - Notary Public

My Appointment Expires:
February 1, 2016.

WS1
MY DOC
WATER ANNEX
JEFFREY ET AL
AFDT SERV