

THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

MAY TERM, 2012

COUNTY OF MONTAGUE

CALLED SESSION

BE IN REMEMBERED, That on this 25th day of May, 2012, Commissioners Court of Montague County, Texas met at a regular meeting with the following present:

Tommie Sappington	County Judge	Jon Kernek	Commissioner Precinct 1
James Gamblin	Commissioner Precinct 2	absent	Commissioner Precinct 3
Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

#12-152-PAY CLAIMS

Motion by Commissioner Kernek and seconded by Commissioner Langford to approve the ^{at} minutes as presented in open court. ~~minutes~~ _{claims}

All Voted For Motion Carried

#12-153-DISCUSS AND CONSIDER STATE OF TEXAS CO-OP PROGRAM

Motion by Commissioner Langford and seconded by Commissioner Gamblin to give Judge Sappington authority to sign the State of Texas CO-OP Program, and approve the \$100.00 onetime fee for the program to be taken from contingency.

All Voted For Motion Carried

#12-154-DISCUSS AND CONSIDER GOV-DEALS AGREEMENT

Motion by Commissioner Langford and seconded by Commissioner Gamblin approve and give Judge Sappington authority to sign the GOV-DEALS Program upon the approval of the County Attorney.

All Voted For Motion Carried

#12-155-OPEN AND AWARD BIDS FOR PAVING OIL/ASPHALT

Motion by Commissioner Langford and seconded by Commissioner Gamblin to accept the bid from Ergon Asphalt & Emulsions, Inc. for paving oil/asphalt

All Voted For Motion Carried

#12-156-OPEN AND AWARD BIDS FOR UTILITIES

Two bids were received: Texas Energy and TriEagle. Motion by Commissioner Langford and seconded by Commissioner Kernek to accept the bid from Texas Energy for a 3 year contract, giving Judge Sappington authority to sign the contract.

All Voted For Motion Carried

#12-157-DISCUSS AND CONSIDER BUDGET AMENDMENT FOR UNANTICIPATED REVENUE AND EXPENSES FOR PCT # 4

Motion by Commissioner Langford and seconded by Commissioner Gamblin to accept the budget amendment in the amount of a \$18,000.00 donation to Pct. # 4, this being \$16,000.00 to paving, and \$2,000.00 to chip rock line items.

All Voted For Motion Carried

AND IT IS SO ORDERED.WITNESS OUR HANDS, THIS THE 25th DAY OF MAY, 2012

ABSENT
COUNTY JUDGE

Jon Kernek
COMMISSIONER, PRECINCT #1

James Gamblin
COMMISSIONER, PRECINCT #2

absent
COMMISSIONER, PRECINCT #3

Bob Langford
COMMISSIONER, PRECINCT #4

ATTEST: *Glenda Henson* CLERK, COUNTY COURT AND EX-OFFICIO
CLERK OF THE COMMISSIONER'S COURT, MONTAGUE COUNTY, TEXAS.

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James Gamblin	Commissioner Precinct 2	absent	Commissioner Precinct 3
Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

#12-158-DISCUSS AND CONSIDER REQUEST OF J. PAUL GIFFEN AND SHARON GIFFEN TO ACCEPT BID FOR 1.00 ACRES, MORE OR LESS, M B LEWIS SURVEY, ABSTRACT 424

Motion by Commissioner Langford and seconded by Commissioner Gamblin to accept the bid from J. Paul and Sharon Giffen in the amount of \$1,000.00 for 1.00 acre M B Lewis Survey, Abstract 424.

All Voted For

Motion Carried

#12-159-DISCUSS AND CONSIDER REQUEST OF CULBERSON CONSTRUCTION, INC., TO APPROVE A TEMPORARY ROAD CROSSING ON CATHOLIC CEMETERY ROAD IN PCT. 1

Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the request from Culberson Construction to cross Catholic Cemetery Road in Pct. # 1.

All Voted For

Motion Carried

#12-160-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC., TO APPROVE A TEMPORARY ROAD CROSSING ON SMYRNA ROAD, CURRY LANE, RED BIRD LANE AND APPLGATE ROAD IN PCT. # 2

Motion by Commissioner Gamblin and seconded by Commissioner Kernek to allow EOG to cross Smyrna Road, Curry Lane, Red Bird Lane, and Applegate Road in Pct. # 2.

All Voted For

Motion Carried

#12-161-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC., TO APPROVE A TEMPORARY ROAD CROSSING ON DENVER ROAD IN PCT # 1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow EOG to cross Denver Road in Pct. # 1.

All Voted For

Motion Carried

#12-162-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC., TO APPROVE TEMPORARY FRAC LINE ON LAKE VALLEY ROAD IN PCT. # 1

Motion by Commissioner Kernek and seconded by Commissioner Gamblin to allow EOG to cross Lake Valley Road in Pct. # 1 with a frac line.

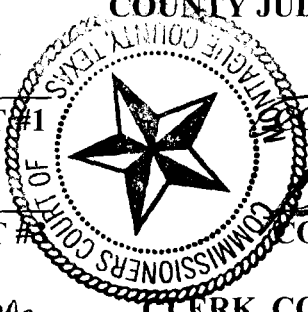
All Voted For

Motion Carried

AND IT IS SO ORDERED.WITNESS OUR HANDS, THIS THE 25th DAY OF MAY, 2012

ABSENT
COUNTY JUDGE

Jon Kernek
COMMISSIONER, PRECINCT #1



James Gamblin
COMMISSIONER, PRECINCT #2

absent
COMMISSIONER, PRECINCT #3

Glenda Henson
COMMISSIONER, PRECINCT #4

ATTEST: Glenda Henson CLERK, COUNTY COURT AND EX-OFFICIO CLERK OF THE COMMISSIONER'S COURT, MONTAGUE COUNTY, TEXAS.

THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

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COUNTY OF MONTAGUE

CALLED SESSION

BE IN REMEMBERED, That on this 25th day of May, 2012, Commissioners Court of Montague County, Texas met at a regular meeting with the following present:

Tommie Sappington	County Judge	Jon Kernek	Commissioner Precinct 1
James Gamblin	Commissioner Precinct 2	absent	Commissioner Precinct 3
Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

#12-163-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC., TO APPROVE TEMPORARY FRAC LINES ON SMYRNA ROAD, CURRY LANE AND APPELEGATE ROAD IN PCT. # 2

Motion by Commissioner Gamblin and seconded by Commissioner Langford to allow EOG to place frac lines on Smyrna Road, Curry Lane, and Applegate Road in Pct. # 2.

All Voted For

Motion Carried

Meeting Adjourned.

AND IT IS SO ORDERED.WITNESS OUR HANDS, THIS THE 25th DAY OF MAY, 2012

ABSENT
COUNTY JUDGE

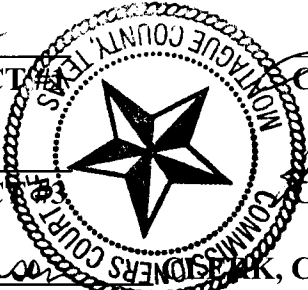
Jon Kernek
COMMISSIONER, PRECINCT #1

James Gamblin
COMMISSIONER, PRECINCT #2

absent
COMMISSIONER, PRECINCT #3

Bob Langford
COMMISSIONER, PRECINCT #4

ATTEST: Glenda Henson, COUNTY COURT AND EX-OFFICIO
CLERK OF THE COMMISSIONER'S COURT, MONTAGUE COUNTY, TEXAS.





RESOLUTION

State of Texas

County of Montague

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and WHEREAS, the Montague County Commissioners Court
(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of Montague County is a: (Check one of the following.)
(Name of Qualified Entity)

- County
- Municipality
- Political Subdivision (Special Districts, Other)
- Assistance Organization
- Independent School District
- Junior College District
- Mental Health and Mental Retardation Community Center
- Texas Rising Star Provider
(certified by the Texas Workforce Commission)

defined as an entity qualified to participate in the Cooperative Purchasing Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,

Tommye Sappington, Montague County Judge
(Name of Person) (Title)

(and _____) is/are authorized to execute
(Name of Person) (Title)

any and all documentation for Montague County pertaining to its participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, Montague County acknowledges its obligation to pay participation fees established
(Entity Name)

by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve

Montague County for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

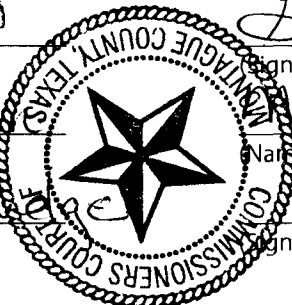
Adopted this 25th day of May, 2012 by Montague County
(Entity Name)

By: Tommye Sappington (Signature of Chair)
Glenda Nenson (Signature of Agent of Record)

Tommye Sappington (Printed Name)
Montague Co. Clerk (Name/Title of Agent of Record)

Montague County Judge (Title of Chair)
(Signature of Agent of Record)

(Name/Title of Agent of Record)





State of Texas CO-OP Program

State of Texas CO-OP Application

Tommye Sappington

Name of Authorized Individual

(NOTE: This person is authorized to sign for purchases and will receive all correspondence from CPA. Additional authorized signers or Agents of Record may be listed on the resolution with the signatures documented at the bottom of the resolution.)

Montague County

Organization/Qualified Entity Name

P.O. Box

Address

Montague, TX 76251

City, State, Zip Code

Co. Judge @ Co. Montague, TX. US

Email Address (More than one may be listed.)

940-894-2401

Phone Number

940-894-3999

Fax Number

The annual membership fee for participation in the State of Texas CO-OP is: **\$100.00 – FEE IS NON-REFUNDABLE**

Please make checks payable to:

Texas Comptroller of Public Accounts

Please mail to:

Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711

**PLEASE RETURN THIS FORM WITH PAYMENT
AND ALL REQUIRED DOCUMENTS AND SIGNATURES**

Questions? Contact the CO-OP at (512) 463-3368 or at coop@cpa.state.tx.us.



State of Texas CO-OP Program

Documents required for proof of eligibility

Submit all documentation required as proof of eligibility at the time you apply for membership in the State of Texas CO-OP. All documentation must be on file at the State of Texas CO-OP BEFORE a determination of eligibility can be made.

Local Governments

County, Independent School District, Municipality, Jr. College District, Volunteer Fire Department

Documents required:

- ✓ Board approved resolution

MHMR Community Centers

Documents required:

- ✓ Board approved resolution

Special Districts or Other Legally Constituted Political Subdivisions of the State

Documents required:

- ✓ Board approved resolution
- ✓ Documentation evidencing creation of entity including statutory citation.
 - This can be in the form of:
 - a. Legislation in which the entity was created by name
 - b. A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity

Assistance Organizations

Non-profit organizations that receive state funds and provide educational, health, or human services or provide assistance to homeless individuals

Documents required:

- ✓ Board approved resolution
- ✓ Articles of Incorporation and Certificate of Incorporation. A letter from the Secretary of State with the entity's charter number evidencing that the entity filed for incorporation will be accepted in lieu of a Certificate of Incorporation. **The State of Texas CO-OP cannot accept by-laws in lieu of Articles of Incorporation**
- ✓ Current contract or grant from a State agency to prove State funding. This document must show beginning and end dates for the current State of Texas Fiscal Year, and these dates must be valid at the time the application is reviewed.

Texas Rising Star Providers

Childcare providers certified as Texas Rising Star Providers by Texas Workforce Commission

Documents required:

- ✓ Board Approved Resolution

Submit all documentation required as proof of eligibility at the time you apply for membership in the State of Texas CO-OP. All documentation must be on file at the State of Texas CO-OP BEFORE a determination of eligibility can be made.

LOCAL GOVERNMENTS County, Independent School District, Municipality, Jr. College District, Volunteer Fire Department

Documents required:

- Board approved resolution

CERTIFIED TEXAS RISING STAR PROVIDERS

Documents required:

- Board approved resolution

MHMR COMMUNITY CENTERS

Documents required:

- Board approved resolution

SPECIAL DISTRICTS OR OTHER LEGALLY CONSTITUTED POLITICAL SUBDIVISIONS OF THE STATE

Documents required:

- Board approved resolution
- Documentation evidencing creation of entity including statutory citation.
This can be in the form of:
 - a: Legislation in which the entity was created *by name*
 - b: A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity

ASSISTANCE ORGANIZATIONS Non-profit organizations that receive state funds and provide educational, health, or human services or provide assistance to homeless individuals

Documents required:

- Board approved resolution
- Articles of Incorporation and Certificate of Authority. A letter from the Secretary of State with the entity's charter number evidencing that the entity filed for incorporation will be accepted in lieu of a certificate of authority. ***The State of Texas CO-OP cannot accept by-laws in lieu of Articles of incorporation***
- Current contract or grant from a State agency to prove State funding. This document must show beginning and end dates for the current State of Texas Fiscal Year, and these dates must be valid at the time the application is reviewed.



State of Texas CO-OP Program

What is the State of Texas CO-OP Program?

Created by legislation in 1979, the Texas Comptroller of Public Accounts (CPA) State of Texas CO-OP Program offers members a unique opportunity to make the most of their purchasing dollars and efforts by using the State of Texas volume buying power.

Who can join?

- Local governments
- MHMR community centers
- Assistance organizations
- Texas Rising Star Providers (certified by the Texas Workforce Commission)

Sections 271.081-271.083, Local Government Code, and Sections 2155.202 and 2175.001(1), Government Code, provide the legal authority for the CO-OP Program:

Why should you join the State of Texas CO-OP?

- **Get Best Value for Your Purchases** – Our purchasers competitively bid and award hundreds of contracts in accordance with state purchasing statutes and competitive bidding requirements. You reap the savings for your organization and ultimately for the citizens of Texas.
- **Save Valuable Time and Effort** – No bidding, just order from hundreds of established state contracts.
- **Search Thousands of Vendors** – Looking for something not on one of our negotiated contracts? Use our Centralized Master Bidder's List to identify vendors from our database of over 12,000 companies (including HUB). <http://www2.CPA.state.tx.us/cmb/cmbhub.html>
- **Post Bid and Award Notices on the Electronic State Business Daily** – As a CO-OP member, set up FREE password access to the Electronic State Business Daily (ESBD) where you can post your entity's solicitations to increase vendor participation and provide public notice of awards. <http://esbd.CPA.state.tx.us/>
- **Save Money on Travel** – Qualified CO-OP members may use the State Travel Management Program for discounted rates on rental cars and over 1,000 hotels.

If you have any questions or need more information about our program please feel free to e-mail coop@cpa.state.tx.us or call (512) 463-3368.



State of Texas CO-OP Program

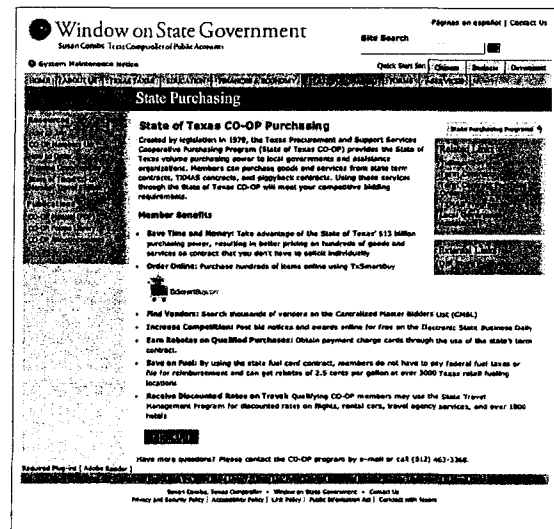
Accessing the State of Texas CO-OP on the Internet

Go to the State of Texas CO-OP web site: <http://www.window.state.tx.us/coop>

- **CO-OP Forms Library:** This is the complete CO-OP forms library, to include the application, name change form, purchase order forms, and school bus specifications.
- **Term Contracts:** All CPA term contracts have been competitively bid, saving you valuable time. This is a complete numeric listing of all of the current CPA term contracts. To access the contract, click on the contract number. To use state term contracts please follow the ordering instructions on the contract. The state's online ordering system, TxSmartBuy will generate a state purchase order on your behalf, forwarding a copy to you and to the vendor. The vendor will then ship the merchandise and invoice your entity directly. CPA has awarded term contracts for many commodities and services, including:

- Copiers
- Vehicles
- Office Supplies
- Procurement Card Services
- Appliances
- Road and Highway Equipment
- Police Equipment
- Pharmaceuticals
- Cleaning Supplies
- Food

- **TXMAS Information:** This is a complete listing of the Texas Multiple Award Schedules (TXMAS). TXMAS contracts feature the most favored customer pricing and the possibility of negotiation. TXMAS can be used as alternative volume contracts if you cannot find the items you need on the CPA term contracts.
- **Managed Contracts:** Managed term contracts are established by TPASS, the Council on Competitive Government (CCG) or the Strategic Sourcing Division for unique items and allow you to order directly from the awarded contractor.
- **CMBL Search:** This feature enables you to access the state Centralized Master Bidders List to create a bid list by product/ service code. You may narrow the search by entering a county, city or zip code. This is a vendor list only. You should use this only as a vendor resource. You will need to follow your local bid requirements to purchase from these vendors.
- **State Travel Management Program:** Texas Government Code, Sections 2171.001-2171.055 extend the state travel management contracts to certain members of the State of Texas CO-OP program. Eligible entities include Municipalities, Counties, School Districts, Public Junior and Community Colleges, and Emergency Communication Districts, hospital districts and transit/transportation districts.



Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Montague County ("Client"), having its principal place of business at 101 East Franklin – Post Office Box 475 – Montague, Texas 76251.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:
- 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
- Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
- 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
- Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
- 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
- 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
- Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
- 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: Montague County

Signature: _____

Signature: _____

Print Name: Robert L. DeBardelaben

Print Name: Tommie Sappington

Title: President

Title: Montague County Judge

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
 5907 Carmichael Place
 Montgomery, AL 36117
 Telephone Number: 866.377.1494
 Fax Number: 334.387.0519
 Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)
 Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

~~Client Collects Proceeds~~

Option A1 (7.5% Seller- 0% Buyer)
 Option A2 (0% Seller- 7.5% Buyer)

~~Client elects FSS (GovDeals collects Proceeds)~~

Option B1 (7.5% Seller- 5% Buyer)
 Option B2 (5% Seller- 7.5% Buyer)
 Option B3 (2.5% Seller- 10% Buyer)
 Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5%* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5%* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5%* fee and the winning bidder pays a 5% Buyers Premium. **

Option B2: The Client pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%*) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

*Subject to a minimum per asset/lot fee of \$5.00. **If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: Jennifer ESSARY
 (Person to receive checks and invoices) Name and Title

E-Mail Address: MCA123@Windstream.net

Phone Number: 940-894-2131

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

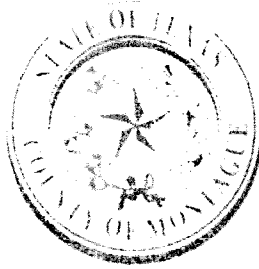
If payment will be made by paper check, please provide the following information:

Make check payable to: Montague County
 Client's Legal Name

Mail check to: P.O. Box 56
 Street Address / P.O. Box Number

Montague, TX 76251
 City, State and Zip Code

Please check here *only* if Client elects to NOT allow GovDeals to deduct the GovDeals fees from proceeds due the client.



Montague County

Montague, Texas

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” Montague County (**Seller**) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Montague County**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 5907 Carmichael Place, Montgomery, Alabama, 36117 and Montague County ("Client"), having its principal place of business at 101 East Franklin – Post Office Box 475 – Montague, Texas 76251.


- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
 - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.


- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: Montague County

Signature: 

Signature: 

Print Name: Robert L. DeBardelaben

Print Name: Tommie Sappington

Title: President

Title: Montague County Judge

Date: 7/19/12

Date: 7/19/12

Memo of Understanding Contact:

Attention: Sales Support
 5907 Carmichael Place
 Montgomery, AL 36117
 Telephone Number: 866.377.1494
 Fax Number: 334.387.0519
 Email: salessupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

- Option A1 (7.5% Seller- 0% Buyer)
- Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

- Option B1 (7.5% Seller- 5% Buyer)
- Option B2 (5% Seller- 7.5% Buyer)
- Option B3 (2.5% Seller- 10% Buyer)
- Option B4 (0% Seller- 12.5% Buyer)

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5%* fee which will be reduced according to the Tiered Fee Reduction Schedule (described below). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5%* fee but is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee. The client is only allowed to pass on to the winning bidder the amount charged to them based on the tiered pricing schedule above. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, any special fees and sales taxes, if any. By passing this fee on to the winning bidder, the client's effective fee is zero percent (0%). GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5%* fee and the winning bidder pays a 5% Buyers Premium. **

Option B2: The Client pays a 5%* fee and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5%* fee and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays zero percent fees (0%) and the winning bidder pays a 12.50% Buyers Premium.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%*) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

*Subject to a minimum per asset/lot fee of \$5.00. **If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

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Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact:

(Person to receive checks and invoices)

Jennifer ESSARY
Name and Title

E-Mail Address:

MCA123@Windstream.net

Phone Number:

940-894-2131

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to:

Montague County
Client's Legal Name

Mail check to:

P.O. Box 56
Street Address / P.O. Box Number

Montague, TX 76251
City, State and Zip Code



Please check here *only* if Client elects to NOT allow GovDeals to deduct the GovDeals fees from proceeds due the client.



Montague County
Montague, Texas

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." Montague County (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

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Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

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Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Montague County**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See special instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the Seller may bid on the property listed for auction, so long as they do NOT bid while on duty.

Ergon Asphalt & Emulsions, Inc.

a company that works™

May 15, 2012

Ms. Jennifer Essary
 Montague County Auditor
 101 E. Franklin
 Montague, Texas 76251

RE: Emulsified Asphalt Bid – CRS-2 and CRS-2H
 Term 90 Days

Dear Ms. Essary:

Please accept this letter as our formal bid proposal for supplying Montague County with **Emulsified Asphalt – CRS-2 and CRS-2H**. Our bid prices are below:

<u>Material</u>	<u>Bid Price</u>	<u>Freight</u>	<u>Delivered Price</u>
CRS-2	\$2.45/Gallon	\$0.1392/Gallon	\$2.5892/Gallon
CRS-2H	\$2.45/Gallon	\$0.1392/Gallon	\$2.5892/Gallon

A Federal Environmental Fee will be added to the above prices at a rate of \$0.4424/ton for asphalt and polymer loads or \$0.00133/gallon for emulsion loads.

Prices will be good for 90 days from May 15, 2012. After that time, we reserve the right to increase or decrease our price, if necessary, depending on market volatility and the cost of raw materials.

This bid is for full transport loads of 5,500 gallons or more. Freight is based on a full transport load, even if a full load of material is not ordered. The common carrier bills demurrage at \$80.00 per hour, after the second hour. Return freight is one-half of the outgoing tariff. Pump and hose charge is \$80.00 per load.

We appreciate the opportunity to work with Montague County. If you have any questions, please do not hesitate to contact me.

Sincerely,



R. M. McKemie
 Vice President

RMM:ks


TRIEAGLE RETAIL ELECTRIC AGREEMENT
FIXED RATE PRODUCT
CUSTOMER INFORMATION

Contract ID: 4109-120525-015832-01

Customer Name: Montague County		
Billing Address: P.O. Box 56		Suite:
City: Montague	State: Texas	Zip: 76254
Contact Name: Tommy Sappington		Phone: 940-894-2401
Title: Judge	Email Address: mca123@windstream.net	

SERVICE INFORMATION

Price: 5.3292 ¢ per kWh	Term: 12 Months	Begin Month: Jun 2012
Switch Type (Check One):		
<input type="checkbox"/> Standard Switch (5-7 days)	<input type="checkbox"/> *Self-Selected Switch Date: ___/___/___	
<input type="checkbox"/> TDSP Routine Meter Read (Month: ___)	<input type="checkbox"/> *Move-In Date: ___/___/___	
* I agree to pay the fee set by the Local Distribution Utility. (Initials _____)		
I prefer to receive information from TriEagle in <input type="checkbox"/> English <input type="checkbox"/> Spanish (Check One)		

PAYMENT OPTIONS

Payment Type (Check One): <input type="checkbox"/> *ACH (Debit/Electronic Checking) <input type="checkbox"/> Check		
Bank Name:		Name on Account:
City:	State:	Phone:
Transit Routing No:		Bank Account No:
* Please attach copy of voided check to be enrolled for automatic ACH debit		

Contract Acceptance Subject to Market Conditions and Final Approval by TriEagle Energy, LP
Offer Expires on 05/25/12

TRIEAGLE RETAIL ELECTRIC AGREEMENT
FIXED RATE PRODUCT



METER INFORMATION

ESI-ID:	Service Address:	TDSP:	Begin Month:	End Month:
10400512539150002	301 Austin St. Unit 175w SecLt	TNMP	June, 2012	June, 2013
10400513864480001	5 CAPPS CORNER RD	TNMP	June, 2012	June, 2013
10400513864480002	5 Capps Corner Rd., Unit 100w SecLt	TNMP	June, 2012	June, 2013
10400513463550001	121 1/2 GRAND ST	TNMP	June, 2012	June, 2013
10400514236490001	100 S GRAND ST	TNMP	June, 2012	June, 2013
10400512545310001	130 S GRAND ST	TNMP	June, 2012	June, 2013
10400513291830001	121 S GRAND ST	TNMP	June, 2012	June, 2013
10400513350740001	335 E FRANKLIN ST	TNMP	June, 2012	June, 2013
10400512541750001	1321 E HWY 82	TNMP	June, 2012	June, 2013
10400513291830002	121 S. Grand St., Unit 200w SecLt	TNMP	June, 2012	June, 2013
10400513350740002	335 E Franklin St., Unit 100w SecLt	TNMP	June, 2012	June, 2013
10400512545390001	120 S Rusk St, Unit 8150 w STRTLT	TNMP	June, 2012	June, 2013
10400512545390002	102 S. Rusk St., Unit 100w SecLt	TNMP	June, 2012	June, 2013
10400512539150001	301 AUSTIN ST	TNMP	June, 2012	June, 2013


TRIEAGLE RETAIL ELECTRIC AGREEMENT
FIXED RATE PRODUCT
CUSTOMER INFORMATION

Contract ID: 4109-120525-015832-02

Customer Name: Montague County		
Billing Address: P.O. Box 56		Suite:
City: Montague	State: Texas	Zip: 76254
Contact Name: Tommy Sappington		Phone: 940-894-2401
Title: Judge	Email Address: mca123@windstream.net	

SERVICE INFORMATION

Price: 5.5534 ¢ per kWh	Term: 24 Months	Begin Month: Jun 2012
Switch Type (Check One):		
<input type="checkbox"/> Standard Switch (5-7 days)	<input type="checkbox"/> *Self-Selected Switch Date: ___/___/___	
<input type="checkbox"/> TDSP Routine Meter Read (Month: ___)	<input type="checkbox"/> *Move-In Date: ___/___/___	
* I agree to pay the fee set by the Local Distribution Utility. (Initials _____)		
I prefer to receive information from TriEagle in <input type="checkbox"/> English <input type="checkbox"/> Spanish (Check One)		

PAYMENT OPTIONS

Payment Type (Check One): <input type="checkbox"/> *ACH (Debit/Electronic Checking) <input type="checkbox"/> Check		
Bank Name:		Name on Account:
City:	State:	Phone:
Transit Routing No:		Bank Account No:
* Please attach copy of voided check to be enrolled for automatic ACH debit		

Contract Acceptance Subject to Market Conditions and Final Approval by TriEagle Energy, LP
Offer Expires on 05/25/12

TRIEAGLE RETAIL ELECTRIC AGREEMENT
FIXED RATE PRODUCT



METER INFORMATION

ESI-ID:	Service Address:	TDSP:	Begin Month:	End Month:
10400512539150002	301 Austin St. Unit 175w SecLt	TNMP	June, 2012	June, 2014
10400513864480001	5 CAPPS CORNER RD	TNMP	June, 2012	June, 2014
10400513864480002	5 Capps Corner Rd., Unit 100w SecLt	TNMP	June, 2012	June, 2014
10400513463550001	121 1/2 GRAND ST	TNMP	June, 2012	June, 2014
10400514236490001	100 S GRAND ST	TNMP	June, 2012	June, 2014
10400512545310001	130 S GRAND ST	TNMP	June, 2012	June, 2014
10400513291830001	121 S GRAND ST	TNMP	June, 2012	June, 2014
10400513350740001	335 E FRANKLIN ST	TNMP	June, 2012	June, 2014
10400512541750001	1321 E HWY 82	TNMP	June, 2012	June, 2014
10400513291830002	121 S. Grand St., Unit 200w SecLt	TNMP	June, 2012	June, 2014
10400513350740002	335 E Franklin St., Unit 100w SecLt	TNMP	June, 2012	June, 2014
10400512545390001	120 S Rusk St, Unit 8150 w STRTLT	TNMP	June, 2012	June, 2014
10400512545390002	102 S. Rusk St., Unit 100w SecLt	TNMP	June, 2012	June, 2014
10400512539150001	301 AUSTIN ST	TNMP	June, 2012	June, 2014



TRIEAGLE RETAIL ELECTRIC AGREEMENT
FIXED RATE PRODUCT

CUSTOMER INFORMATION

Contract ID: 4109-120525-015832-03

Customer Name: Montague County		
Billing Address: P.O. Box 56	Suite:	
City: Montague	State: Texas	Zip: 76254
Contact Name: Tommy Sappington	Phone: 940-894-2401	
Title: Judge	Email Address: mca123@windstream.net	

SERVICE INFORMATION

Price: 5.6916 ¢ per kWh	Term: 36 Months	Begin Month: Jun 2012
Switch Type (Check One):		
<input type="checkbox"/> Standard Switch (5-7 days)	<input type="checkbox"/> *Self-Selected Switch Date: ___/___/___	
<input type="checkbox"/> TDSP Routine Meter Read (Month: ___)	<input type="checkbox"/> *Move-In Date: ___/___/___	
* I agree to pay the fee set by the Local Distribution Utility. (Initials _____)		
I prefer to receive information from TriEagle in <input type="checkbox"/> English <input type="checkbox"/> Spanish (Check One)		

PAYMENT OPTIONS

Payment Type (Check One): <input type="checkbox"/> *ACH (Debit/Electronic Checking) <input type="checkbox"/> Check		
Bank Name:	Name on Account:	
City:	State:	Phone:
Transit Routing No:	Bank Account No:	
* Please attach copy of voided check to be enrolled for automatic ACH debit		

Contract Acceptance Subject to Market Conditions and Final Approval by TriEagle Energy, LP
Offer Expires on 05/25/12

TRIEAGLE RETAIL ELECTRIC AGREEMENT
FIXED RATE PRODUCT



METER INFORMATION

<u>ESI-ID:</u>	<u>Service Address:</u>	<u>TDSP:</u>	<u>Begin Month:</u>	<u>End Month:</u>
10400512539150002	301 Austin St. Unit 175w SecLt	TNMP	June, 2012	June, 2015
10400513864480001	5 CAPPS CORNER RD	TNMP	June, 2012	June, 2015
10400513864480002	5 Capps Corner Rd., Unit 100w SecLt	TNMP	June, 2012	June, 2015
10400513463550001	121 1/2 GRAND ST	TNMP	June, 2012	June, 2015
10400514236490001	100 S GRAND ST	TNMP	June, 2012	June, 2015
10400512545310001	130 S GRAND ST	TNMP	June, 2012	June, 2015
10400513291830001	121 S GRAND ST	TNMP	June, 2012	June, 2015
10400513350740001	335 E FRANKLIN ST	TNMP	June, 2012	June, 2015
10400512541750001	1321 E HWY 82	TNMP	June, 2012	June, 2015
10400513291830002	121 S. Grand St., Unit 200w SecLt	TNMP	June, 2012	June, 2015
10400513350740002	335 E Franklin St., Unit 100w SecLt	TNMP	June, 2012	June, 2015
10400512545390001	120 S Rusk St, Unit 8150 w STRTLT	TNMP	June, 2012	June, 2015
10400512545390002	102 S. Rusk St., Unit 100w SecLt	TNMP	June, 2012	June, 2015
10400512539150001	301 AUSTIN ST	TNMP	June, 2012	June, 2015

Supply of Electricity to County Facilities Montague County

REQUIRED INFORMATION

1. Information on your company to include:
 - a. Years in business and years in retail electric business. Provide the "Electricity Facts Label" for your company.

Texas Energy Aggregation (Texas Energy) is a consulting, brokerage and licensed aggregation firm (PUCT License #80149) that has been in business for over 10 years since the inception of competition within the Texas electricity marketplace.

Texas Energy is not a Retail Electric Provider. The Electricity Facts Label will be furnished by the retail electric provider that the county ultimately selects through the services of Texas Energy.

- b. Financial condition and responsibility of company.

Texas Energy is a privately held LLC. As such no financial statements are publically available. Texas Energy is fully funded and carries not debt on its balance sheet.

All of the retail electric providers offered and recommended through Texas Energy have been financially vetted and each is fully qualified and financially able to service and manage the electricity needs of the County.

- c. Describe the procedure for changing from Tri Eagle Energy to your service to include:
 - i. Who will be responsible for delivery of electricity to county facilities

Texas New Mexico Power Company is the "poles and wires" company responsible for delivering power to each of the meters for Montague County. The delivery company does not change regardless of the retail electric provider ultimately selected via the services of Texas Energy.

- ii. Whom to call for customer service

Please call Texas Energy at 254-751-0364 for any customer related questions whatsoever. The only exception is in the event of a power outage. See response to next question.

- iii. Whom to call in the event of power outage

Please call Texas New Mexico Power Company at 888-866-7456.

- iv. Provide a sample contract that includes all the terms and conditions that will apply during the contract term

See attached.

- v. Explain how billing will be done and provide a sample bill that shows information that will be provided and all fixed charges and other fees that will apply if not included in bid price.

See attached.

BID FORM FOR MONTAGUE COUNTY

ITEM: Supply of Electricity to County Facilities

BID OPENING: Friday, May 25, 2012, 9:00 a.m. in the Montague County Commissioners Courtroom, Montague County Courthouse

SEALED BIDS SHOULD BE SUBMITTED TO:

Montague Commissioners Court
 C/O Montague County Auditor
 P.O. Box 56
 Montague, Texas 76251

Commissioners:

Having examined and complied with the Invitation to Bid, we offer to supply electricity to Montague County facilities the fixed price per kilowatt hour as shown for contract term of:

<u>Term of (as applicable)</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Price per KWH	<u>\$.0507</u>	<u>\$.0523</u>	<u>\$.0537</u>

**Note: If other than fixed price is proposed, state and explain pricing offered.

The estimated savings over current charges will be:

<u>Term of (as applicable)</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
Estimated Savings	<u>\$16,206</u>	<u>\$29,515</u>	<u>\$40,470</u>

Bid information required in the Invitation to Bid and any other applicable information is attached or has been submitted separately.

Respectfully submitted,

Kevin Schaff
 Signature
Kevin Schaff
 Printed Name

Texas Energy Aggregators
 Agency Name, Address and Telephone Number

1708 Austin Ave.
 Waco, TX 76701
 (254) 751-0364



Acct #: 0700040025 Bill #: B1208066347 Bill Date : 08/06/12

Page: 1 of 1

Questions or comments

Write to us at:
PO Box 142109
Irving, TX 75014
Or Call us Toll-Free at:
866-483-7664

Email: txservice@hudsonenergy.net
Web: www.HudsonEnergyServices.com

For Outages / Emergencies Call:
TNMP
(555) 555-5555

Montague County
Jennifer Taylor-Essary
PO Box 56
Montague, TX 76251

Service at ESI ID #: 10400513291830001
121 S Grand St
Montague, TX 76251

Bill Date : 08/06/12

Bill Period - 07/03/12 thru 08/02/12

Prev. Balance	New Charges	Payments/Adj.	Due Amount	Due Date
\$2,960.62	\$4,545.00	-\$2,960.62	\$4,545.00	08/26/12

Rate	Type	Dates	Qtr. Rg	Prv. Rg	Mult	Usage	Demarg	Energy Cost
SB1234567890		07/03 - 08/02	783041	766082	3	50878		See Details

Current Charges

Electric Service	Rate	
Commercial Commodity.....	56.78	\$0.053700
TDSP Pass Through.....	878	\$0.026303
Other Charges		
Basis Adjustment.....		\$50.88
Taxes		
City Tax.....		\$40.70
Gross Receipt.....		\$81.41
PUC Assessment Charge.....		\$6.51
District Tax.....		\$40.70
State Tax.....		\$254.40

Payments And Adjustments

Previous Balance.....	\$2,960.62
Payments And Adjustments	
Payment on 08/28/12.....	-\$2,960.62
Total Payments/Adjustments.....	-\$2,960.62
Total New Charges.....	\$4,545.00
Total Due	\$4,545.00

Contract Details	Usage kWh	Avg Rate	Amount
07/03/12 - 08/02/12 Fixed Rate (Base: .08)	50,878	\$0.054	\$2,732.15

The average price you paid for electricity this period is .08 per kWh

Usage History



...Please return this portion with your payment...

This is a sample bill only and is intended to demonstrate the effects of differing prices and production on your energy costs. It is not necessarily indicative of future energy prices, future energy usage levels, delivery charges, or the amount of any future electricity bills from Hudson Energy. Hudson Energy makes no warranties or promises as to potential savings, future energy prices, delivery charges, or future energy usage levels and will accept no liability for fluctuations thereto.

Acct #: 0611020003
Bill Date: 08/06/12 Bill #: B1208066347
Amount Due: \$4,545.00 Due by: 08/30/12
Amount Due After: 08/30/12 \$4,681.35
Amount Enclosed : \$
Make check payable to : Hudson Energy Services



PO Box 731137
Dallas, TX 75373



Montague County
Jennifer Taylor-Essary
PO Box 56
Montague, TX 76251



Note:
This is a sample bill.
You will not receive sales tax on your "real" bill.

SAMPLE



PUCT License 10092

Offer Sheet for: Montague County

Offer Number: H12052409311762

Expiration Date: Pursuant to Section 10 -- Offer for Electric Service: 5/24/2012


Please return signed Offer Sheet and Agreement to 1-888-893-9882

Offer Specifics

Term:	36 Month	Start Date:	6/12/2012
Customer Charge:	\$0.00	Avg Monthly Usage:	75,642
Deposit:	\$0.00	Annual Usage:	907,707
Payment Term (days):	20	Term Usage:	2,732,594
Fixed Rate Product	Energy Price	Usage Percentage	
	\$0.05370	100%	

Included Meters

ESIID	Service Address	Start Date	End Date	Avg kWh/Month	Term Usage	Spcl Mtr Read
10400512539150001	301 Austin St Nocona TX 762551903	06/12/2012	06/12/2015	755	27,199	N
10400512541750001	1321 E Hwy 82 Ofc Nocona TX 76255	06/28/2012	06/29/2015	582	20,962	N
10400512545310001	130 S Grand St Bldg Cths Montague TX 762510519	07/03/2012	07/06/2015	23,289	841,605	N
10400513291830001	121 S Grand St Montague TX 762512700	07/03/2012	07/06/2015	30,493	1,101,526	N
10400513350740001	335 E Franklin St Unit Sewer Montague TX 76251	07/03/2012	07/06/2015	16	614	N
10400513864480001	5 Capps Comer Rd Saint Jo TX 762659535	06/27/2012	06/29/2015	948	34,218	N
10400514236490001	100 S Grand St Montague TX 762510519	07/03/2012	07/06/2015	19,555	706,470	N

Initial: X 



PUCT License 10092

Offer Sheet for: Montague County

Offer Number: H12052409311762

Expiration Date: Pursuant to Section 10 -- Offer for Electric Service: 5/24/2012
Please return signed Offer Sheet and Agreement to 1-888-893-9882

To ensure Hudson Energy Services, LLC can accurately serve your energy needs and avoid potential cancellation penalty, please ensure that the ESI ID(s) and start date(s) listed above are correct before signing.

Customer Signature: [Signature]

Customer Name: Montague County (please print)

Title: Montague County Judge (please print)

Effective Date: 5-25-12 (please complete with today's date)

This Offer Sheet is not a binding offer to provide electricity and related services, it shall only become binding and enforceable when executed in accordance with the terms & conditions specified in the Agreement and nothing herein shall be deemed to require Hudson Energy Services, LLC to enter into any such agreement.

BASIS ADJUSTMENT

CUSTOMER INITIALS: [Signature]

Per Section 11 of the Retail Energy Electricity Service Agreement, Customer acknowledges that an adjustment (either a cost or a credit) will be made as described in the aforementioned Section. Hudson Energy Services, LLC makes no guarantee, representation, or promise regarding the amount of such Basis Adjustment.

TDSP CHARGE NON-INCLUSION STATEMENT

CUSTOMER INITIALS: [Signature]

Customer acknowledges its understanding that regulated transmission and delivery charges are not included in the above pricing and will appear on the Customer's bill as a separate line item. These charges vary by Customer and by TDSP, may change based on regulatory action during the term of the Agreement, and are entirely outside of Hudson Energy Services, LLC's control. Hudson Energy Services, LLC makes no guarantee, representation or promise regarding TDSP charges.



RETAIL ENERGY SERVICE AGREEMENT

This Retail Energy Electricity Service Agreement, including the Offer Sheet which is incorporated herein (this "Agreement") is entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and Montague County ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

SECTION 1: Scope and Term

Customer appoints HES as its Retail Electric Provider (REP) for the Electric Service Identifiers ("ESI ID(s)") identified on the Offer Sheet. Specifically, Customer authorizes HES to act as Customer's REP for all purposes. HES shall provide all the services required of a REP including, without limitation, procuring, scheduling and causing to be delivered electricity to each ESI ID during the Term. This Agreement shall commence as of the Effective Date, as identified on the Offer Sheet and, unless terminated earlier in accordance with the provisions of the Agreement, and shall continue until the end of the Term. Should the Term expire and the ESI ID(s) remain on service with HES for any reason, HES may, at its discretion, continue to serve the ESI ID(s) on a month to month basis in accordance with this Agreement at the Expired Term Price.

SECTION 2: Retail Energy Charges

2.1 Energy Price. The Energy Price for Actual Usage is specified on the Offer Sheet. Reliability Unit Commitment ("RUC") is included in the Energy Price.

2.2 Customer Charge. The Customer Charge is specified on the Offer Sheet.

2.3 Pass-through Charges. Delivery Charges, Non-recurring Charges, or Taxes will be passed through and paid by Customer and identified separately on Customer's bill with no mark up. If Customer is exempt from any payment of any Taxes, Customer will provide HES with all required exemption certificates. Unless otherwise communicated to HES from Customer, HES shall not recognize any exemption and will not refund or credit previously paid Taxes, unless the taxing entity sends the refund to HES. HES shall pass through a Basis Adjustment to Customer.

2.4 Price Redetermination. Either HES or Customer may reasonably request to renegotiate the Energy Price set forth in the Offer Sheet subject to mutually agreeable extension of the Term. This section shall not be construed as an obligation of either Party to modify the Energy Price or Term, and any such modifications of the Energy Price or Term shall only become effective if evidenced in written instrument and executed by both Parties.

SECTION 3: Billing and Payment

3.1 Billing and Payment. HES will invoice Customer on a regular basis. Customer will remit payment, within the Payment Terms as specified on the Offer Sheet. The invoice will be based on the actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP do not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Penalties. If Customer fails to remit all invoiced amounts, other than amount disputed in accordance with this section, after the due date, a late penalty of three (3%) percent will be assessed. Interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less. A fee of \$25 will be assessed to Customer for each returned payment for insufficient funds.

3.3 Invoice Disputes. If Customer in good faith disputes some portion of an invoice, it will provide HES written notice by the invoice due date. In all cases, Parties will use good faith efforts to resolve any dispute.

SECTION 4: Credit

Customer may be required to provide an initial deposit as specified on the Offer Sheet, and/or additional deposit during the Term if: (a) Customer is determined to have experienced a material decline in creditworthiness; or (b) Customer has been delinquent in paying any electric bill two or more times during the past 12 twelve months. Any such deposit will be held without interest. The deposit, less any outstanding balance owed by Customer to HES, will be credited to Customer upon closing Customer's account with HES. In lieu of a cash deposit, HES may, in its sole discretion, accept other forms of security from Customer that HES finds acceptable.

SECTION 5: Early Termination

5.1 Termination for Material Change. If a Material Change occurs (unless Customer has fully cured the condition within thirty (30) calendar days, if such cure is within Customer's ability), HES may terminate this Agreement as to the affected ESI IDs upon fifteen (15) days prior written notice to Customer without penalty for early termination; if the Material Change is due to any of the causes described in clause (b) of the definition of Material Change, Customer shall be obligated to pay HES the Early Termination Charge within 20 days following a written demand by HES.

5.2 Early Termination Charge.

(a) Notwithstanding any rights to either Party provided for in this Agreement; if this Agreement is terminated by HES as to any ESI ID due to a Customer Event of Default, Customer shall be obligated to pay HES the Early Termination Charge within 20 days following a written demand from HES.

(b) Notwithstanding any rights to either Party provided for in this Agreement; if, by mutual agreement of Customer and HES, retail electric service under the Agreement is cancelled as to one or more ESI IDs due to operational reasons applicable to the facility(ies) served by such ESI ID but this Agreement continues in effect as to the remaining ESI IDs, in lieu of Customer being required to pay the Early Termination Charge for such cancelled ESI IDs, Parties may attempt to agree on remedies as provided for by Section 10.4.

SECTION 6: Notices and Payments

Except as otherwise set forth in this Agreement or required by applicable law, all notices to be provided under this Agreement shall be in writing and deemed to have been duly delivered if hand delivered or sent by United States, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notices and Payments shall be sent to the addresses noted below, or any other address a Party provides to the other Party in writing:

If to Customer:
Montague County
PO Box 56
Montague, TX 76251

If to HES:
Invoice Remittance:
Hudson Energy Services, LLC
Hudson Energy - TX
P.O. Box 731137
Dallas, TX 75373-1137

**General Notice:**

Hudson Energy Services, LLC
 P.O. Box 142109
 Irving, TX 75014-2109
 Fax: 1-(866) 483-7664

SECTION 7: Representations and Warranties

7.1 Mutual Representation and Warranties. As a material inducement to entering into this Agreement, each Party represents and warrants to the other as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (c) as of the Effective Date, it shall have all regulatory authorizations necessary for it to perform its operations; (d) this Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; and (e) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it.

7.2 Other Representations, Warranties and Covenants. Customer additionally represents, warrants and covenants to HES that (a) Customer is a non-residential Customer with an aggregate peak demand of greater than 50 kW, during any 12-month period; (b) during the Term there shall be no other contract for the purchase of electricity by Customer for the ESI IDs, and if such a contract presently exists, Customer warrants that it will terminate such contract prior to the delivery of electricity to the Customer during the Term; and (c) Customer shall operate and manage the facility(ies) served by each ESI ID in a manner that is materially consistent with Customer's past electric usage practices.

7.3 Forward Contract. The Parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (b) HES is a forward contract merchant; and (c) each Party is entitled to the rights under, and protections afforded by, the Code.

SECTION 8: Limitations of Liabilities

8.1 LIMITATIONS OF LIABILITIES. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES EXPRESSLY WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIABILITY OF HES TO CUSTOMER FOR ANY OBLIGATIONS UNDER OR RELATING TO THIS AGREEMENT AND ANY DEFAULT BY HES SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE ENERGY PRICE MULTIPLIED BY THREE TIMES THE AVERAGE MONTHLY EXPECTED USAGE SET FORTH ON THE OFFER SHEET. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

8.2 Customer Protection Rules. The Parties acknowledge that the Customer Protection Rules adopted by the Public Utility Commission (as contained in its Substantive Rules 25.471 et seq.) ("Customer Protection Rules") shall not apply to this Agreement, to the extent allowed by law. If there is any conflict between the Customer Protection Rules and this Agreement, the Parties acknowledge this Agreement will control.

8.3 UCC/Disclaimer of Warranties. Customer and HES acknowledge and agree that the electricity delivered hereunder is a "good" and that term is understood in the Texas B&CC (UCC § 2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be are waived and they do not apply to this Agreement, except as provided herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge this Agreement will control.

8.4 Force Majeure. If either Party is unable to perform its obligations, in whole or in part, due to an event of force majeure as defined herein then the obligations of the affected Party (other than the obligations to pay any amounts due prior to the force majeure event) shall be suspended to the extent made necessary by such event. The term "Force Majeure" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of force majeure of HES suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. Force Majeure shall not include (i) the opportunity for HES to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for Customer to purchase the electricity for its ESI IDs from another party at a lower price than that set forth in the Agreement, or (iii) the inability of either Party to pay its bills under the Agreement or any other of its bills.

SECTION 9: Default and Remedies

9.1 Event of Default. An event of default ("Event of Default") by the Party identified ("Defaulting Party") means any one of the following: (a) failure by Customer to make, when due, any payment required under this Agreement; (b) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt written notice from the other Party; (c) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (d) failure of a Party to maintain or extend credit as provided for herein; (e) any unauthorized assignment of a Party's rights or obligations hereunder; (f) any breach of the confidentiality provisions of this Agreement; or (g) Customer (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iii) otherwise becomes insolvent (however evidenced); or (iv) is unable to pay its debts as they fall due; or (h) Customer entry into an agreement for any ESI ID(s) identified on Offer Sheet that would prevent or interfere with the performance under this Agreement for the ESI ID(s) identified on Offer Sheet. If an event of Default listed in subsection (g) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event.



9.2 Remedies upon an Event of Default. If either Party defaults and fails to cure within fourteen (14) calendar days of written notice (which cure period does not apply to Events Of Default subsections 9.1.a or 9.1.d), then the Non-Defaulting Party may, in its sole discretion, terminate this Agreement and pursue all remedies available. The Defaulting Party will promptly pay the Non-Defaulting Party, the Early Termination Charge.

SECTION 10: Miscellaneous Provisions

10.1 Waiver. A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

10.2 Assignment. Neither Party may assign the Agreement in whole or in part without the other Party's prior written consent, which consent shall not be unreasonably withheld provided that: (a) HES may assign the Agreement to another REP, without Customer's prior consent and such REP shall agree in writing to be bound by this Agreement and (b) HES will not withhold its consent if Customer assigns this Agreement provided the assignee meets HES' standard credit requirements and agrees to be bound by the terms of this Agreement. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

10.3 Severability. Any provision, article, or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, shall not otherwise affect the other lawful obligations that arise under this Agreement. In the event that any provision of this Agreement is declared invalid, the Parties shall promptly negotiate to restore this Agreement as near as possible to its original intent.

10.4 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any matter relating to the subject matter hereof including any separate confidentiality agreement. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective unless evidenced in writing and executed by the Parties.

10.5 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

10.6 Customer Care. Customer may contact HES Customer Care if Customer has specific comments, or questions toll free at (866) 483-7664, between the hours of 8:30 AM - 5:30 PM.

10.7 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas, without giving effect to the conflict of law principles. The Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts of Texas located in Dallas County, for any matters to arise under this Agreement and which are not settled.

10.8 Counterparts; Facsimile Copies. This Agreement shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. A facsimile copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to 10.4 above, and each Party shall provide its original signature upon request.

10.9 Attorney's Fees. In the event of any litigation arising out of or connected in any manner to this Agreement, the non-prevailing Party shall pay the costs of the prevailing Party, including its reasonable attorney and other legal fees and expenses incurred in connection therewith through and including the costs of appeals and appellate costs relating thereto.

10.10 Offer for Electric Service. Customer shall receive in connection with this Agreement one or more Offer Sheets with various pricing and term options related to the electric service provided hereunder. Customer shall execute and return one Offer Sheet prior to the expiration date, and to the facsimile number, set forth therein. Such Offer Sheet shall constitute an offer by Customer to HES. The Offer Sheet shall be deemed accepted by HES unless Customer receives notification of non-acceptance by 5:00 PM Central Prevailing Time ("CPT"), unless Offer Sheet is received after 4:00 PM CPT in which notification shall be made by 10:00 AM CPT the following business day. Upon acceptance of the Offer Sheet by HES, the Offer Sheet shall constitute a part of and be deemed incorporated into this Agreement.

10.11 Confidentiality. Parties agree that the terms and conditions of this Agreement and any Offer Sheets shall remain confidential, except that Confidential Information shall not include information required to be disclosed by law.

SECTION 11: Definitions

The following terms shall have the meanings set forth below. All other capitalized terms used herein shall have the meaning given such terms in the following rules, regulations, protocols and documents of the indicated governmental authorities (and in the event of any conflict, the applicable term shall be given the definition when first defined in the following order of priority): PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

11.1 "Actual Usage" means the actual amount of electric energy (in kWh) used at the ESI IDs as determined by the TDSP

11.2 "Basis Adjustment" means the difference between the Settlement Point Price for the applicable Hub and the Load Zone Settlement Price Point. This adjustment shall be passed through to Customer either as a cost or as a credit multiplied by Actual Usage of Customer.

11.3 "Delivery Charges" include, but are not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Power Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.

11.4 "ERCOT" means the Electricity Reliability Council of Texas.

11.5 "ERCOT Protocols" means the document adopted, published and amended from time to time by ERCOT, and approved by the PUCT to govern electric transactions in the ERCOT region, including any attachments or exhibits referenced in the document, which document contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards and criteria of ERCOT, or any successor document thereto.

11.6 "Early Termination Charge" means except as otherwise provided or excused in this Agreement, including any Force Majeure event, if at any time prior to the end of the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from HES for any or all ESI ID(s) identified on Offer Sheet, HES shall have the right to charge Customer an early termination charge equal to an amount determined by the greater of: (a) multiplying the Energy Price times the average monthly usage for the ESI IDs affected (as identified on the Offer Sheet) times the Termination Months; or (b) multiplying the remaining unused forecasted volumes times the positive difference between (i) (if HES is the Defaulting Party) Termination Price less the Energy Price; or (ii) (if Customer is the Defaulting Party) Energy Price less the Termination Price. This Early Termination Charge shall not apply to any Customer termination of this Agreement for any Force Majeure event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

11.7 "ESI IDs" means the Electric Service Identifiers, whether one or more, of the property service addresses identified on the Offer Sheet.



11.8 "Expired Term Price" means as to any ESI ID during any renewal period pursuant to Section 1, one of the following as selected by HES: the greater of (a) the Energy Price as set forth on the Offer Sheet, or (b) Market Rate as determined for all of the ESI IDs and their applicable Congestion Zones and Settlement Intervals.

11.9 "Fixed Energy Price" means as to each ESI ID the per kWh price for such ESI ID as set forth on the Offer Sheet.

11.10 "Index Price" means as to each ESI ID the hourly Load Zone Settlement Point Price established in the Day-Ahead Market as those terms are defined in the ERCOT Protocols in which such ESI ID is located. In no event shall any Load Zone Settlement Point Price interval be less than \$0.00 per kWh.

11.11 "kWh" means kilowatt hour.

11.12 "Market Rate" means one hundred forty percent (140%) of the Index Price determined for any delivery period.

11.13 "Material Change" means (a) any judicial decision, order, new law or regulation, or change in the application of any applicable law that alters the market structure in ERCOT (including the imposition of any installed capacity charge), requires a change in the method by which prices are calculated under this Agreement or materially affects HES' ability to perform its obligations under this Agreement; or (b) a change in Customer operations that adversely affects Customer's load profile (for settlement purposes), or usage pattern.

11.14 "Non-Recurring Charges" means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer's electric service.

11.15 "PUCT" means Public Utility Commission of Texas.

11.16 "PUCT Substantive Rules" are as set forth in Public Utility Commission Substantive Rules Chapter 25.

11.17 "PURA" means the Public Utilities and Regulatory Act, as amended from time to time.

11.18 "REP" means Retail Electric Provider

11.19 "Taxes" means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement and assessed or imposed by federal, state, municipal or local government or other authority. By way of example only, "Taxes" includes: Sales Tax, Municipal Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

11.20 "Term" is defined as the time period between the Start Date and the regularly scheduled meter read date in the End Month as specified on the Offer Sheet.

11.21 "Termination Months" means pro-rated three months for each twelve month period remaining in the Term of the Agreement.

11.22 "Termination Price" is defined as the then current price for similarly situated customers for unconsumed forecasted energy. This price shall be determined by HES using commercially reasonable methods.

11.23 "Transmission and Distribution Service Provider" or "TDSP" means an entity regulated by the State of Texas, responsible for transmitting or distributing electric energy to retail customers on behalf of electric retail suppliers like HES.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Montague County

By: [Signature]
Print Name: Tammie Sappleton
Title: Montague County Judge
Date: 5-25-2012

Hudson Energy Services, LLC

By: _____
Print Name: _____
Title: _____

ORDER GRANTING
TEMPORARY (FOUR WEEK ONLY) PERMIT AND RIGHT-OF-WAY
FOR TEMPORARY ROAD CROSSING

STATE OF TEXAS § CULBERSON CONSTRUCTION, INC.
COUNTY OF MONTAGUE §

Now, on this the 25TH day of MAY, 2012, at a Regular Term and Session of the
Commissioners' Court of Montague County, Texas, came to be considered the application for a
permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY ROAD
CROSSING, along, over, and across or under the County Right-of-way, of CATHOLIC
CEMETERY ROAD, PCT. #1 the County of Montague, State of Texas, and the court having
considered such application which was filed on 17TH DAY of MAY, 2012, and is here referred to
and made a part hereof, and having determined that the permit and right-of-way for such
TEMPORARY ROAD CROSSING should be granted, it is accordingly ordered by the Court:

- 1. That the County of Montague, State of Texas, does hereby grant the right, privilege and
right-of-way to CULBERSON CONSTRUCTION, INC., to lay, construct, maintain, and
operate a TEMPORARY ROAD CROSSING, along, over, across, beside or under the
County Right-a-way of CATHOLIC CEMETERY ROAD, PCT. #1, the County of
Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY ROAD CROSSING, shall be maintained as not to interfere with
the use and occupancy of such roads by public.
3. That any adjustments of said TEMPORARY ROAD CROSSING, required for any County
Right-of-way or any other improved County Road would be at 100 per cent cost to
CULBERSON CONSTRUCTION, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order
duly vested in said CULBERSON CONSTRUCTION, INC., its successors and assigns,
without further grant or procedure.
5. That Montague County DOES NOT ALLOW any above ground lines to be laid on or
beside roadways, that are used to transfer Oil, Gas, or Salt Water Products.

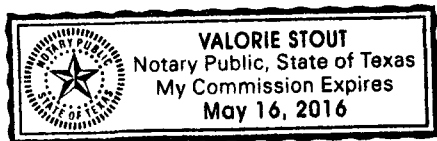
Tommie Sappington
TOMMIE SAPPINGTON,
Montague County Judge

STATE OF TEXAS X CULBERON CONSTRUCTION, INC.
COUNTY OF MONTAGUE X

Before me, the undersigned authority, on this day personally appeared TOMMIE
SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same for the purposes and consideration
therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH Day of MAY, 2012.

My commission expires:



Valorie Stout
Notary Public in and for Montague
County, Texas.

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 5-15-12

NAME: Culbertson Construction

ADDRESS: PO Box 1379 Granbury TX 76048

CONTACT PERSON: TREY McKinnon TELEPHONE NO. 940 389 2737

ROAD NAME: Catholic Company Rd. COMMISSIONER PCT. (1) 2 3 4

GPS Coordinates: Latitude _____ Longitude _____
(GPS Coordinates for Road Crossings)

TEMPORARY PERMANENT PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

laying a temporary ~~sub~~ edge sales line from
the skidmore #1 to the (open) station.

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: _____

Well Site Physical Address: _____ UTGCD ID#: _____

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	_____	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ Longitude _____

Meter Serial Number: _____

Beginning Meter Reading (as displayed on meter): _____

Ending Meter Reading (as displayed on meter): _____

Location of the use of the water: _____ County: _____

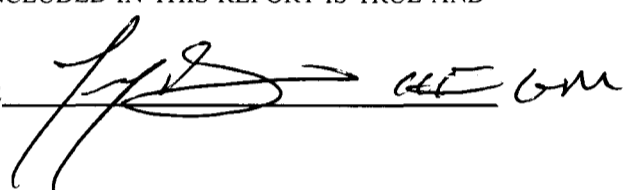
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No

If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION


I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5-15-12

SIGNATURE  _____

Google

Get Google Maps on your phone
 Text the word "GMAPS" to 466453




ORDER GRANTING PERMIT AND RIGHT-OF-WAY
TO CONSTRUCT GAS PIPELINE

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Now, on this the 25TH day MAY, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC., for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on SMYNA ROAD, located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17TH day of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to EOG RESOURCES, INC. to lay, construct, maintain, operate a pipeline along, over, across or under the public roads, streets, alleyways of the County of Montague, State of Texas.
2. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. Said pipeline shall be buried 3 feet below bar ditches.
3. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to EOG RESOURCES, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said EOG RESOURCES, INC., its successors and assigns, without further grant or procedure.

Tommie Sappington

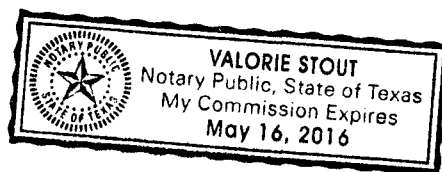
Tommie Sappington, County Judge

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Before me, the undersigned authority, on this personally appeared Tommie Sappington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH day of MAY, 2012.

My commission expires:



Valorie Stout

Notary Public in and for
Montague County, Texas

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234

CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252

ROAD NAME: Smyrna Road COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.502607 Longitude 97.76410

TEMPORARY PERMANENT PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

TEMPORARY ROAD CROSSING ADDING TWO CULVERTS ON SYMNRA LANE

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<input checked="" type="checkbox"/>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): _____ N/A _____

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5/16/12

SIGNATURE *H Wilson*



ORDER GRANTING PERMIT AND RIGHT-OF-WAY
TO CONSTRUCT GAS PIPELINE

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Now, on this the 25TH day MAY, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on CURRY LANE, located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17TH day of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to EOG RESOURCES, INC. to lay, construct, maintain, operate a pipeline along, over, across or under the public roads, streets, alleyways of the County of Montague, State of Texas.
2. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. Said pipeline shall be buried 3 feet below bar ditches.
3. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to EOG RESOURCES, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said EOG RESOURCES, INC., its successors and assigns, without further grant or procedure.

Tommie Sappington

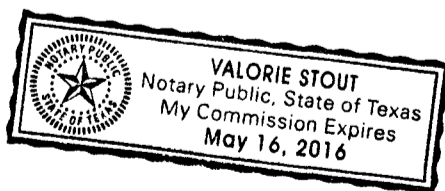
Tommie Sappington, County Judge

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Before me, the undersigned authority, on this personally appeared Tommie Sappington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH day of MAY, 2012.

My commission expires:



Valorie Stout

Notary Public in and for
Montague County, Texas

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234

CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252

ROAD NAME: Curry Lane COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.49520 Longitude 97.76053

TEMPORARY PERMANENT PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

TEMPORARY ROAD CROSSING ADDING TWO CULVERTS ON CURRY LANE

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<input checked="" type="checkbox"/>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): _____ N/A _____

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

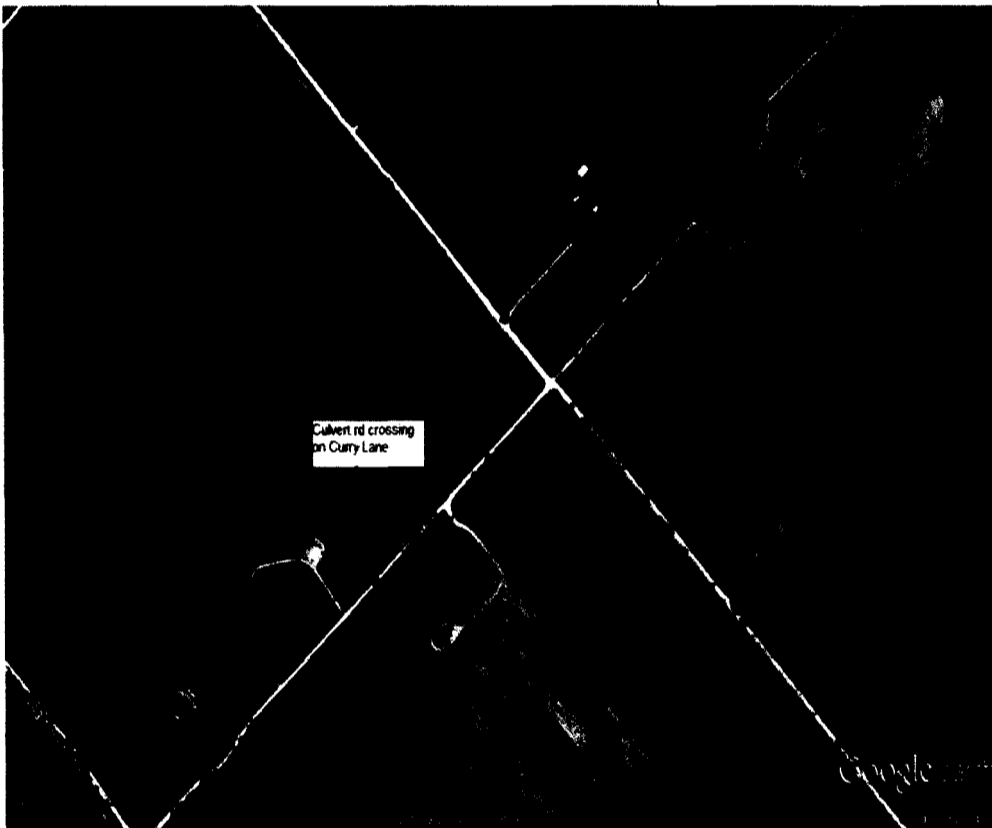
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5/16/14

SIGNATURE [Handwritten Signature]



ORDER GRANTING PERMIT AND RIGHT-OF-WAY TO CONSTRUCT GAS PIPELINE

STATE OF TEXAS X EOG RESOURCES, INC.
COUNTY OF MONTAGUE X

Now, on this the 25TH day MAY, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC., for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on DENVER ROAD, located in Precinct #1 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17TH day of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

- 1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to EOG RESOURCES, INC. to lay, construct, maintain, operate a pipeline along, over, across or under the public roads, streets, alleyways of the County of Montague, State of Texas.
2. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. Said pipeline shall be buried 3 feet below bar ditches.
3. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to EOG RESOURCES, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said EOG RESOURCES, INC., its successors and assigns, without further grant or procedure.

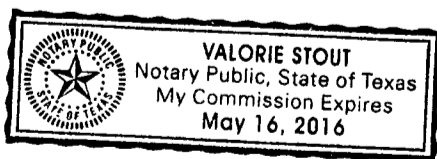
Tommie Sappington, County Judge

STATE OF TEXAS X EOG RESOURCES, INC.
COUNTY OF MONTAGUE X

Before me, the undersigned authority, on this personally appeared Tommie Sappington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH day of MAY, 2012.

My commission expires:



Valorie Stout
Notary Public in and for Montague County, Texas

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234

CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252

ROAD NAME: Denver Road COMMISSIONER PCT. 1

GPS Coordinates: Latitude 33.48464 Longitude 97.74877

X TEMPORARY _____ PERMANENT X PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

TEMPORARY ROAD CROSSING ADDING TWO CULVERTS ON DENVER ROAD

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<u>X</u>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): _____ N/A _____

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5/14/12

SIGNATURE [Signature]



ORDER GRANTING
TEMPORARY (FOUR WEEK ONLY) PERMIT AND RIGHT-OF-WAY
 TO CONSTRUCT 10" ALUMINUM FRAC LINE

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Now, on this the 25th day of May, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, and across or under the County Right-of-way, of **LAKE VALLEY ROAD, PCT. #1**, the County of Montague, State of Texas, and the court having considered such application which was filed on 17TH DAY of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to **EOG RESOURCES, INC.**, to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, across, beside or under the County Right-a-way of **LAKE VALLEY ROAD, PCT. #1**, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY 10" ALUMINUM FRAC LINE shall be maintained as not to interfere with the use and occupancy of such roads by public.
3. That any adjustments of said TEMPORARY 10" ALUMINUM FRAC LINE, required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to **EOG RESOURCES, INC.**
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said **EOG RESOURCES, INC.**, its successors and assigns, without further grant or procedure.
5. That Montague County **DOES NOT ALLOW** any above ground lines to be laid on or beside roadways that are used to transfer Oil, Gas, or Salt Water Products.

Tommie Sappington

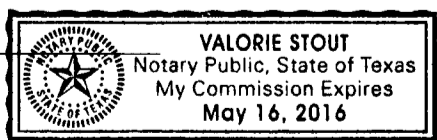
Tommie Sappington, Montague Co. Judge

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH Day of MAY, 2012.

My commission expires:



Valorie Stout

Notary Public in and for Montague County, Texas.

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 5/16/12

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #11 DECATUR, TEXAS 76234

CONTACT PERSON: SETH STOUT TELEPHONE NO. 903-243-1814

ROAD NAME: Lake Valley Rd

COMMISSIONER PCT. 1

GPS Coordinates: Latitude N N/A Longitude W N/A

TEMPORARY PERMANENT PLAT
ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

10" Aluminum Frac Lines

Frac Line Route is approximately 2.50 miles long.

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<input checked="" type="checkbox"/>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): _____ N/A _____

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)?
Yes No N/A

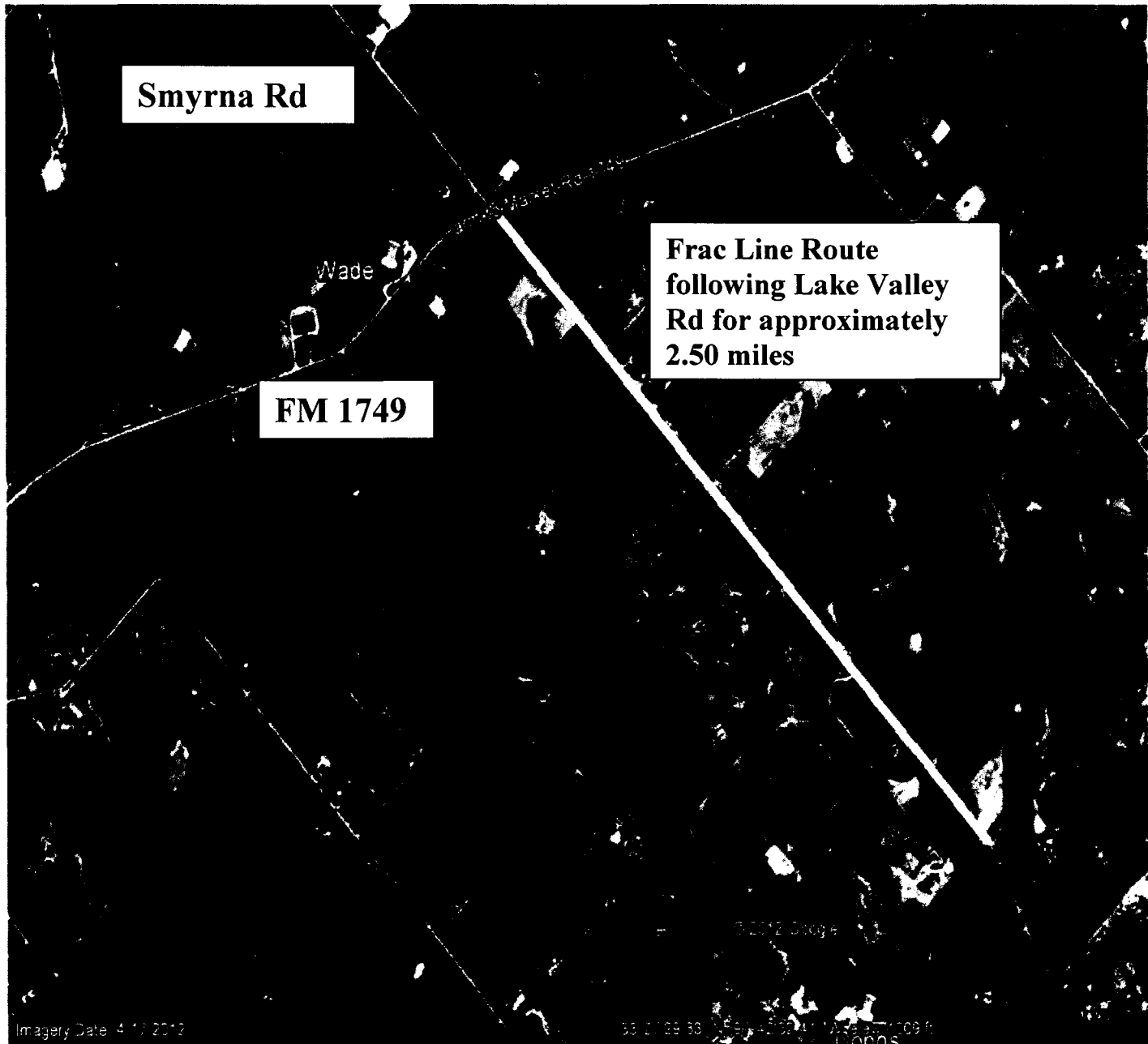
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5-16-12

SIGNATURE [Signature]



ORDER GRANTING PERMIT AND RIGHT-OF-WAY TO CONSTRUCT GAS PIPELINE

STATE OF TEXAS X EOG RESOURCES, INC.
COUNTY OF MONTAGUE X

Now, on this the 25th day MAY, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC., for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on RED BIRD LANE, located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17th day of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

- 1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to EOG RESOURCES, INC. to lay, construct, maintain, operate a pipeline along, over, across or under the public roads, streets, alleyways of the County of Montague, State of Texas.
2. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. Said pipeline shall be buried 3 feet below bar ditches.
3. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to EOG RESOURCES, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said EOG RESOURCES, INC., its successors and assigns, without further grant or procedure.

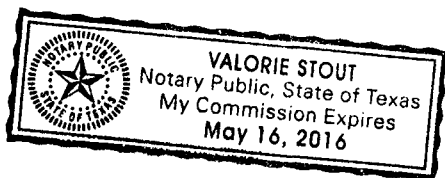
Tommie Sappington, County Judge

STATE OF TEXAS X EOG RESOURCES, INC.
COUNTY OF MONTAGUE X

Before me, the undersigned authority, on this personally appeared Tommie Sappington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25th day of MAY, 2012.

My commission expires:



Valorie Stout
Notary Public in and for Montague County, Texas

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234

CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252

ROAD NAME: RED BIRD LANE COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.360949 Longitude 97.495083

TEMPORARY PERMANENT PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

TEMPORARY ROAD CROSSING ADDING THREE CULVERTS ON RED BIRD LANE

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 3558

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<input checked="" type="checkbox"/>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): _____ N/A _____

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

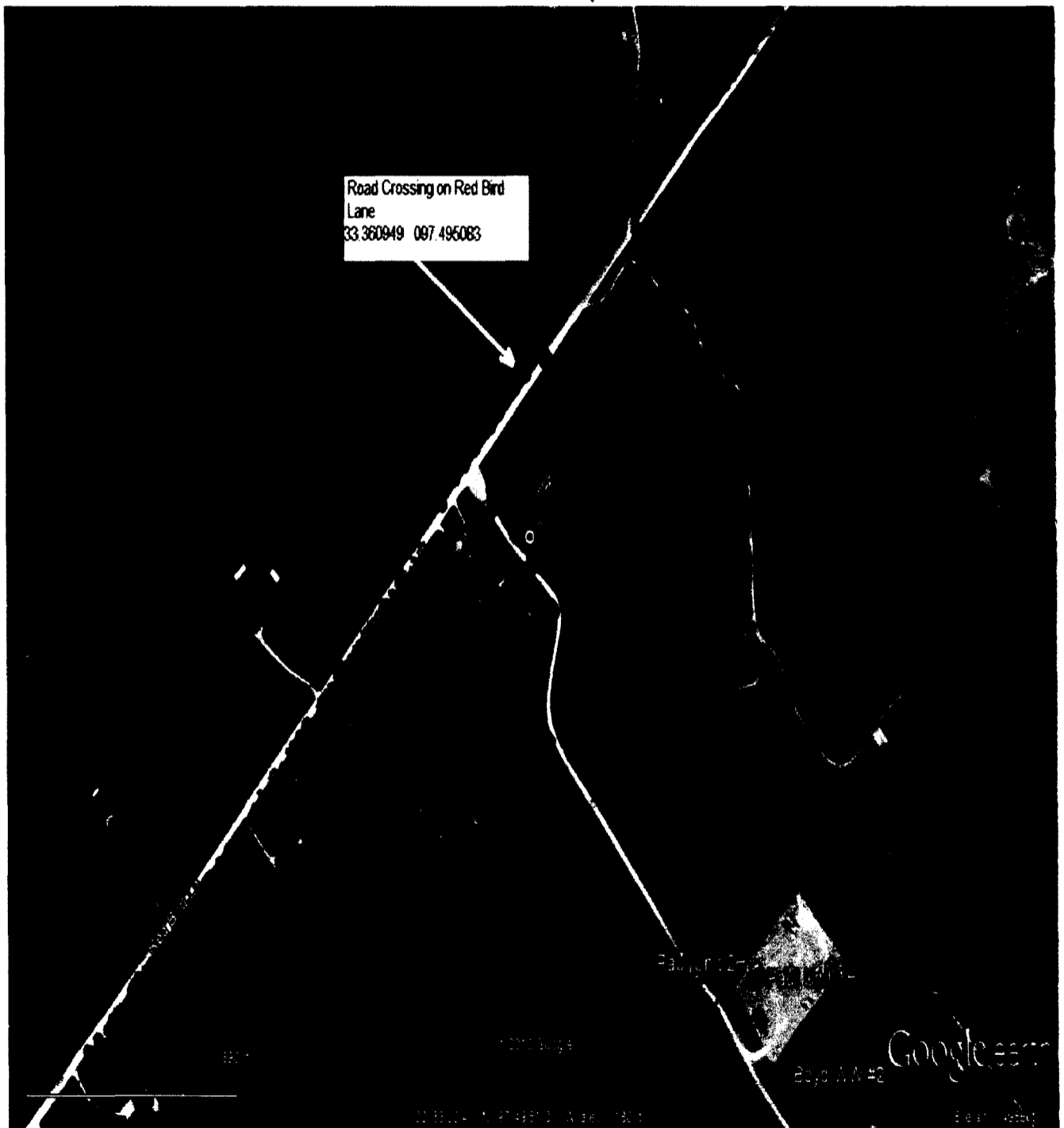
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5/16/12

SIGNATURE H. Wilson



ORDER GRANTING PERMIT AND RIGHT-OF-WAY TO CONSTRUCT GAS PIPELINE

STATE OF TEXAS X EOG RESOURCES, INC.
COUNTY OF MONTAGUE X

Now, on this the 25th day MAY, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC., for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on APPLGATE ROAD, located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17th day of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

- 1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to EOG RESOURCES, INC. to lay, construct, maintain, operate a pipeline along, over, across or under the public roads, streets, alleyways of the County of Montague, State of Texas.
2. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public. Said pipeline shall be buried 3 feet below bar ditches.
3. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to EOG RESOURCES, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said EOG RESOURCES, INC., its successors and assigns, without further grant or procedure.

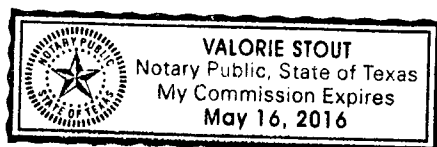
Tommie Sappington, County Judge

STATE OF TEXAS X EOG RESOURCES, INC.
COUNTY OF MONTAGUE X

Before me, the undersigned authority, on this personally appeared Tommie Sappington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25th day of MAY, 2012.

My commission expires:



Valorie Stout
Notary Public in and for Montague County, Texas

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234

CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252

ROAD NAME: APPLEGATE ROAD COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.37 00 28 Longitude 97. 51 28 28

TEMPORARY PERMANENT PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

TEMPORARY ROAD CROSSING ADDING THREE CULVERTS ON APPLEGATE ROAD

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 3558

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<u>X</u>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude N/A Longitude N/A

Meter Serial Number: N/A

Beginning Meter Reading (as displayed on meter): N/A

Ending Meter Reading (as displayed on meter): N/A

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

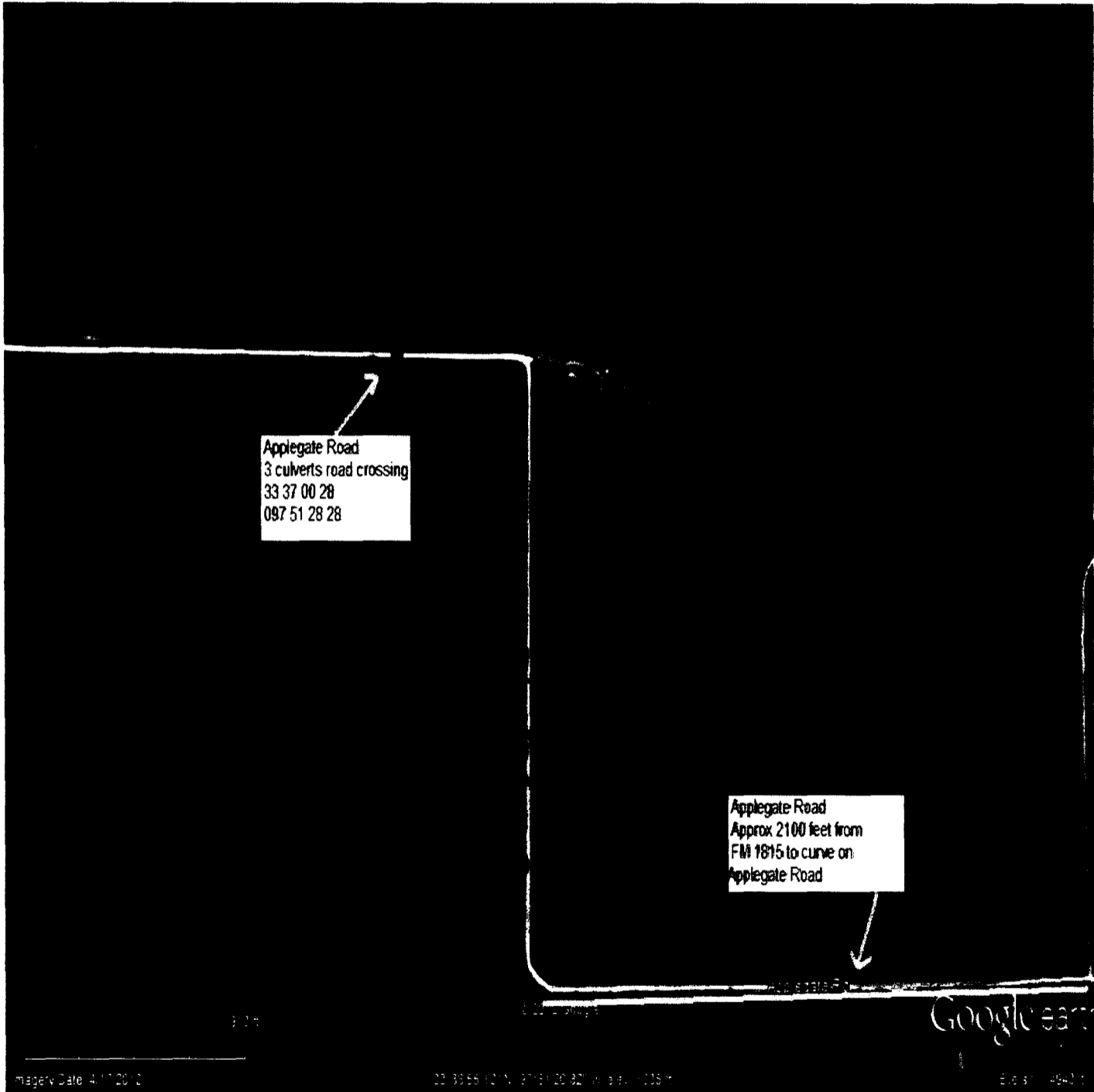
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5/16/12

SIGNATURE H Wilson



ORDER GRANTING
TEMPORARY (FOUR WEEK ONLY) PERMIT AND RIGHT-OF-WAY
 TO CONSTRUCT 10" ALUMINUM FRAC LINE

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Now, on this the 25th day of May, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, and across or under the County Right-of-way, of SMYNA ROAD, PCT. #2, the County of Montague, State of Texas, and the court having considered such application which was filed on 17TH DAY of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to **EOG RESOURCES, INC.**, to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, across, beside or under the County Right-a-way of **SMYNA ROAD, PCT. #2**, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY 10" ALUMINUM FRAC LINE shall be maintained as not to interfere with the use and occupancy of such roads by public.
3. That any adjustments of said TEMPORARY 10" ALUMINUM FRAC LINE, required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to **EOG RESOURCES, INC.**
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said **EOG RESOURCES, INC.**, its successors and assigns, without further grant or procedure.
5. That Montague County **DOES NOT ALLOW** any above ground lines to be laid on or beside roadways that are used to transfer Oil, Gas, or Salt Water Products.

Tommie Sappington

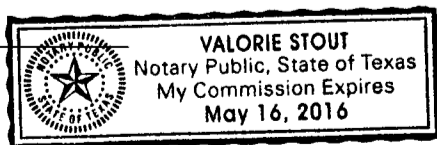
 Tommie Sappington, Montague Co. Judge

STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH Day of MAY, 2012.

My commission expires:



Valorie Stout

 Notary Public in and for Montague County, Texas.

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012NAME: EOG RESOURCES, INC.ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252ROAD NAME: Smyrna Road COMMISSIONER PCT. 2

GPS Coordinates: Latitude _____ Longitude _____

 TEMPORARY PERMANENT PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

10" ALUMINUM FRAC LINE

TEMPORARY FRAC LINE ON SYMNRA ROAD APPROX 1500 FEET

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<input checked="" type="checkbox"/>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): N/A

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

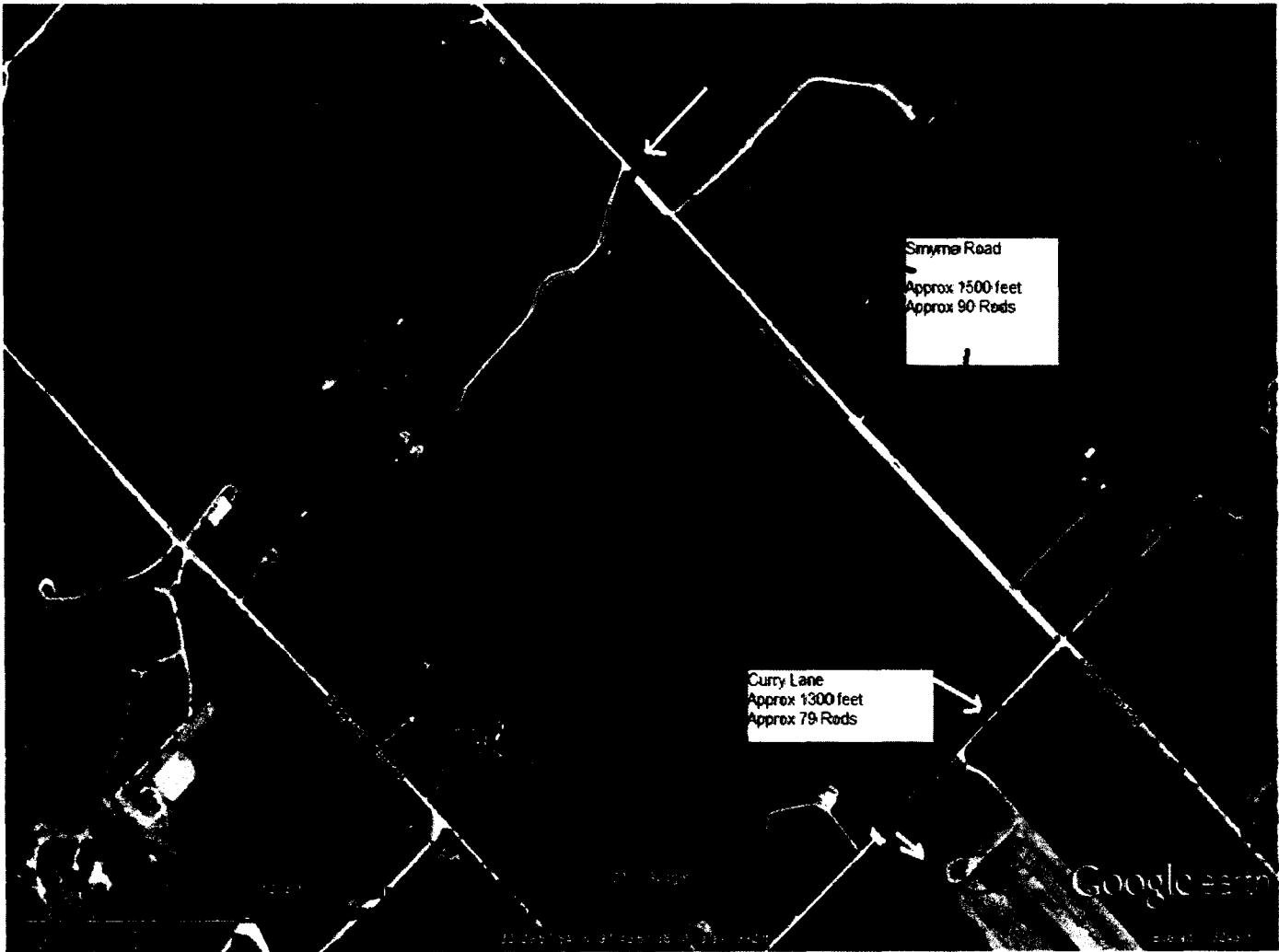
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 5/16/12

SIGNATURE *Hull*

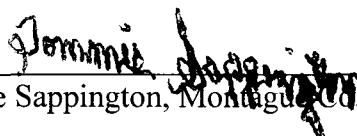


ORDER GRANTING
TEMPORARY (FOUR WEEK ONLY) PERMIT AND RIGHT-OF-WAY
TO CONSTRUCT 10" ALUMINUM FRAC LINE

STATE OF TEXAS X EOG RESOURCES, INC.
X
COUNTY OF MONTAGUE X

Now, on this the 25th day of May, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, and across or under the County Right-of-way, of CURRY LANE, PCT. #2, the County of Montague, State of Texas, and the court having considered such application which was filed on 17TH DAY of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to **EOG RESOURCES, INC.**, to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, across, beside or under the County Right-a-way of CURRY LANE, PCT. #2, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY 10" ALUMINUM FRAC LINE shall be maintained as not to interfere with the use and occupancy of such roads by public.
3. That any adjustments of said TEMPORARY 10" ALUMINUM FRAC LINE, required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to **EOG RESOURCES, INC.**
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said **EOG RESOURCES, INC.**, its successors and assigns, without further grant or procedure.
5. That Montague County **DOES NOT ALLOW** any above ground lines to be laid on or beside roadways that are used to transfer Oil, Gas, or Salt Water Products.



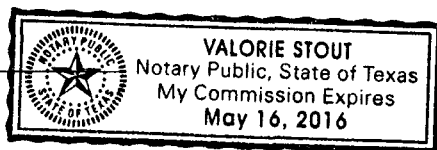
Tommie Sappington, Montague Co., Judge

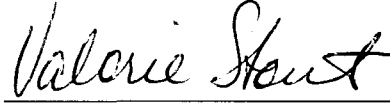
STATE OF TEXAS X EOG RESOURCES, INC.
X
COUNTY OF MONTAGUE X

Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH Day of MAY, 2012.

My commission expires:





Notary Public in and for Montague County, Texas.

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234

CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252

ROAD NAME: CURRY LANE COMMISSIONER PCT. 2

GPS Coordinates: Latitude _____ Longitude _____

TEMPORARY PERMANENT PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

10" ALUMINUM FRAC LINE
TEMPORARY FRAC LINE ON CURRY LANE APPROX 1300 FEET

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<input checked="" type="checkbox"/>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): _____ N/A _____

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 12/16/12

SIGNATURE [Handwritten Signature]



ORDER GRANTING
TEMPORARY (FOUR WEEK ONLY) PERMIT AND RIGHT-OF-WAY
TO CONSTRUCT 10" ALUMINUM FRAC LINE

STATE OF TEXAS X EOG RESOURCES, INC.
X
COUNTY OF MONTAGUE X

Now, on this the 25th day of May, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, and across or under the County Right-of-way, of APPLEGATE ROAD, PCT. #2, the County of Montague, State of Texas, and the court having considered such application which was filed on 17TH DAY of MAY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to **EOG RESOURCES, INC.**, to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE, along, over, across, beside or under the County Right-a-way of **APPLEGATE ROAD, PCT. #2**, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY 10" ALUMINUM FRAC LINE shall be maintained as not to interfere with the use and occupancy of such roads by public.
3. That any adjustments of said TEMPORARY 10" ALUMINUM FRAC LINE, required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to **EOG RESOURCES, INC.**
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said **EOG RESOURCES, INC.**, its successors and assigns, without further grant or procedure.
5. That Montague County **DOES NOT ALLOW** any above ground lines to be laid on or beside roadways that are used to transfer Oil, Gas, or Salt Water Products.

Tommie Sappington

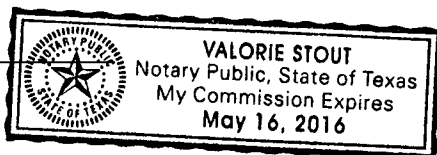
Tommie Sappington, Montague Co. Judge

STATE OF TEXAS X EOG RESOURCES, INC.
X
COUNTY OF MONTAGUE X

Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 25TH Day of MAY, 2012.

My commission expires:



Valorie Stout

Notary Public in and for Montague County, Texas.

MONTAGUE COUNTY
APPLICATION FOR A PERMIT AND RIGHT-OF-WAY

DATE: 05/16/2012

NAME: EOG RESOURCES, INC.

ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234

CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252

ROAD NAME: APPLEGATE ROAD COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.37 00 28 Longitude 97. 51 28 28

TEMPORARY PERMANENT PLAT

ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done:

10" ALUMINUM FRAC LINES
TEMPORARY FRAC LINES ON APPLEGATE ROAD FOR APPROX 2100 FEET

If your application for the permit and right-of-way is approved by the Montague County Commissioners Court and an Order to grant the permit and right-of-way for such pipeline should be granted, the following is understood:

1. That such pipeline shall be so buried, cased, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by public.
2. That any adjustments of said pipeline required for any State Farm to Market Road or any other improved road would be at 100 per cent cost to the applicant.
3. That all the rights, privileges and right-of-ways will be vested in said Applicant and its successors and assigns, without further grant or procedure.
4. Fees may or may not apply. If fees apply, fees need to accompany the application.
5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.

Well Site Physical Address: _____ UTGCD ID: 3558

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<input checked="" type="checkbox"/>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ N/A _____ Longitude _____ N/A _____

Meter Serial Number: _____ N/A _____

Beginning Meter Reading (as displayed on meter): _____ N/A _____

Ending Meter Reading (as displayed on meter): _____ N/A _____

Location of the use of the water N/A County: N/A

Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No N/A

If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE _____

SIGNATURE _____

