

THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

JUNE TERM, 2012

COUNTY OF MONTAGUE

REGULAR SESSION

BE IN REMEMBERED, That on this 9th day of July, 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	Rick Lewis	Commissioner Precinct 3
Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

#12-203-APPROVAL OF MINUTES for June 25th, 2012

Motion by Commissioner Kernek and seconded by Commissioner Langford to approve the minutes as presented in open court.

All Voted For

Motion Carried

#12-204-APPROVE MONTHLY REPORTS

Motion by Commissioner Langford and seconded by Commissioner Lewis to approve the monthly reports as presented in open court:

All Voted For

Motion Carried

#12-205-PAY CLAIMS

Motion by Commissioner Langford and seconded by Commissioner Kernek to pay the bills as presented in open court.

All Voted For

Motion Carried

#12-206-RANDY DUCKWORTH, MONTAGUE COUNTY VETERAN'S OFFICER TO UPDATE COMMISSIONERS COURT OF THE RECENT ACTIVITY IN THE VETERAN'S OFFICE

The Veteran's Officer gave updates to the court.

#12-207-DISCUSS AND CONSIDER SCOFFLAW

Motion by Commissioner Kernek and seconded by Commissioner Gamblin to approve and implement the Scofflaw introduction for Montague County giving Judge Sappington authority to sign such agreements.

All Voted For

Motion Carried

#12-208-DISCUSS AND CONSIDER LEASING 160 ACRES OF MINERALS TO BRA-DE OIL AND GAS

Motion by Commissioner Kernek and seconded by Commissioner Langford to approve leasing 160 acres (experiment farm) to Bra-De Oil and Gas, giving Judge Sappington authority to sign such contracts and make any adjustments necessary.

All Voted For

Motion Carried

#12-209-DISCUSS AND CONSIDER BURN BAN

Motion by Commissioner Langford and seconded by Commissioner Lewis to approve a Burn Ban effective immediately.

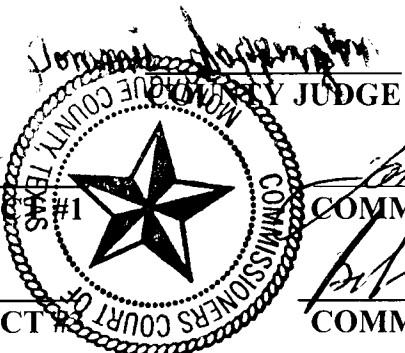
AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 9th DAY OF JULY, 2012

Jon Kernek
 COMMISSIONER, PRECINCT #1

James Gamblin
 COMMISSIONER, PRECINCT #2

Bob Langford
 COMMISSIONER, PRECINCT #3

Rick Lewis
 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

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Tommy Sappington	County Judge	Jon Kernek	Commissioner Precinct 1
James Gamblin	Commissioner Precinct 2	Rick Lewis	Commissioner Precinct 3
Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

All Voted For

Motion Carried

#12-210-DISCUSS AND CONSIDER REQUEST OF NORTEX REGIONAL PLANNING COMMISSION TO APPROVE AND AUTHORIZE JUDGE SAPPINGTON TO SIGN THE RESOLUTION OF MONTAGUE COUNTY AUTHORIZING AND APPROVING THE APPOINTMENT AND REAPPOINTMENT OF INDIVIDUALS TO THE BOARD OF DIRECTORS OF THE NORTEX HOUSING FINANCE CORPORATION

Motion by Judge Sappington and seconded by Commissioner Gamblin to accept and approve the request of Nortex Regional and give Judge Sappington authority to sign the resolution approving and appointing individuals to the Board of Directors of the Nortex Housing Finance Corp.

All Voted For

Motion

#12-211-DISCUSS AND CONSIDER REQUEST OF SHERIFF CUNNINGHAM TO APPROVE AND AUTHORIZE SHERIFF CUNNINGHAM TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) AND MONTGUE COUNTY SHERIFF'S OFFICE FOR PARETICIPATION IN THE LAW ENFORCEMENTS ANANLYSIS PORTAL (LEAP)

Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the memorandum of understanding between the North Central Texas Council of Governments and Montague County Sheriff's Office for participation in the Law Enforcement Analysis Portal. (LEAP), giving Sheriff Cunningham authority to sign the agreement upon approval of the County Attorney.

All Voted For

Motion Carried

#12-212-DISCUSS AND CONSIDER REQUEST OF SHERIFF CUNNINGHAM TO APPROVE APPLYING FOR CREDIT WITH LIPSCOMB AUTO CENTER

Motion by Commissioner Kernek and seconded by Commissioner Lewis to allow Sheriff Cunningham to apply for credit with Lipscomb Auto Center, for preventative maintenance for the squad vehicles.

All Voted For

Motion Carried

#12-213-PRESENT THE DISTINGUISHED SERVICE AWARD CERTIFICATE TO THE MONTAGUE COUNTY HISTORICAL COMMISSION

Judge Sappington presented the Distinguished Service Award Certificate to the Montague County Historical Commission, in behalf of member Janice Sneed.

#12-214-DISCUSS AND CONSIDER 2012-2013 RENEWAL NOTICE AND BENEFIT CONFIRMATION FROM TEXAS ASSOCIATION OF COUNTIES, HEALTH AND EMPLOYEE BENEFITS POOL

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 9th DAY OF JULY, 2012

[Signature]
 COUNTY JUDGE

[Signature]
 COMMISSIONER, PRECINCT #1

[Signature]
 COMMISSIONER, PRECINCT #2

[Signature]
 COMMISSIONER, PRECINCT #3

[Signature]
 COMMISSIONER, PRECINCT #4

ATTEST: *[Signature]* CLERK, COUNTY COURT AND EX-OFFICIO CLERK OF THE COMMISSIONER'S COURT, MONTAGUE COUNTY, TEXAS.

THE STATE OF TEXAS

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

Motion by Commissioner Langford and seconded by Commissioner Kernek to accept the 2012-2013 Renewal Notice and Benefit Confirmation from Texas Association of Counties Health and Employee Benefits Pool.

All Voted For

Motion Carried

#12-215-DISCUSS AND CONSIDER REQUEST OF WAYNE CANNADAY TO ACCEPT BID FOR LOTS 98, OAK SHORES ADDITION AND LOT 91 OAK SHORES ADDITION, UNIT 1 OF MONTAGUE COUNTY

Motion by Commissioner Lewis and seconded by Commissioner Langford to accept the bid from Wayne Cannaday in the amount of \$500.00 for both Lots 98 and 91, unit 1, Oak Shores Addition.

All Voted For

Motion Carried

#12-216-DISCUSS AND CONSIDER REQUEST OF JRY ENTERPRISE, LLC TO ACCEPT BID FOR LOTS 2439 AND 2440, NOCONA HILLS ADDITION, MONTAGUE COUNTY

Motion by Commissioner Lewis and seconded by Commissioner Langford to accept the bid from JRY Enterprise, LLC in the amount of \$300.00 for both Lots 2439 and 2440, Nocona Hills.

All Voted For

Motion Carried

#12-217-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES TO APPROVE TEMPORARY FRAC LINES ON LAZY E ROAD IN PCT #1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow EOG to lay a temporary frac line on Lazy E Road in Pct. # 1

All Voted For

Motion Carried

#12-218-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES TO APPROVE TEMPORARY ROAD CROSSINGS ON LAZY E ROAD AND CLEAR CREEK LOOP IN PCT # 1

Motion by Commissioner Langford and seconded by Commissioner Gamblin to allow EOG to cross Lazy E Road and Clear Creek Loop Road in Pct # 1.

All Voted For

Motion Carried

#12-219-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES TO APPROVE TEMPORARY ROAD CROSSINGS ON THOMPSON ROAD IN PCT # 4

Motion by Commissioner Langford and seconded by Commissioner Gamblin to allow EOG to cross Thompson Road in Pct # 4.

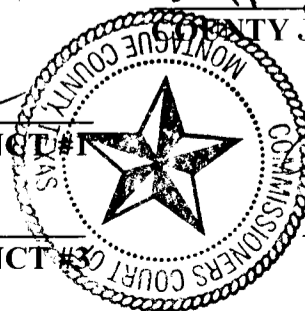
AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 9th DAY OF JULY, 2012

Tommie Sappington

COUNTY JUDGE

Jon Kernek

COMMISSIONER, PRECINCT #1



James Gamblin

COMMISSIONER, PRECINCT #2

Bob Langford

COMMISSIONER, PRECINCT #4

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

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

All Voted For

Motion Carried

#12-220-DISCUSS AND CONSIDER REQUEST OF PIONEER NATURAL RESOURCES USA INC. TO APPROVE A ROAD CROSSING ON BRIAR CREEK ROAD AND DOG KENNEL ROAD IN PCT # 2

Motion by Commissioner Gamblin and seconded by Commissioner Kernek allow Pioneer Natural Resources to cross Briar Creek and Dog Kennel Roads in Pct. # 2.

All Voted For

Motion Carried

RECESS UNTIL 9:30 A.M.

#12-221-BUDGET HEARINGS:

Motion by Commissioner Langford and seconded by Commissioner Lewis to take \$500,000.00 out of cash reserves and place in the upcoming 2012-2013 budget for restoration on the Courthouse, directing the money to: Roof, Sidewalks, windows, painting of the 1st, 2nd, 3rd floors and reconditioning the swinging entrance doors, this to be done after the current offices move to the New Annex.

All Voted For

Motion Carried

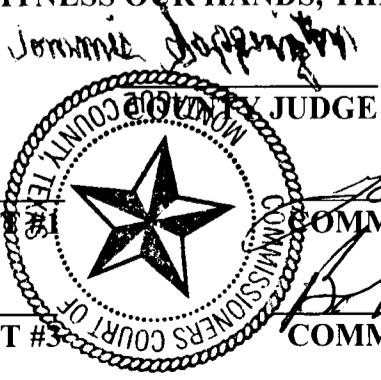
Proposed Budgets were presented by the following:

- Sheriff Paul Cunningham
- Newly Elected DA Paige Williams
- JP # 1 David Allen
- Montague County Jail
- Constable # 1
- County Attorney
- Tax Assessor/Collector
- Veteran's Office
- District Clerk
- Auditor
- County Clerk
- Government Dams
- County Extension Agent
- Juvenile Probation
- District Court Trial
- District Court

No Action Taken

Meeting Adjourned @ 2:50 P.M.

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 9th DAY OF JULY, 2012



Tommie Sappington

 COUNTY JUDGE

Jon Kernek

 COMMISSIONER, PRECINCT #1

James Gamblin

 COMMISSIONER, PRECINCT #2

Bob Langford

 COMMISSIONER, PRECINCT #4

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

July 9, 2012

Reports

Sheriff Fees

JP 1

JP 2

Cash Journal

Payroll Report

Indigent Health Care

Constable 1 Fees

Budget Adjustments

Journal Entries

Report Audits

Sheriff Commissary

District Clerk

JP 2

County Clerk Fees

Sheriff Inmate Account

Sheriff Commissary

Jennifer Essary

Montague County Auditor
P.O. Box 56 Montague, Texas 76251
Phone (940)-894-2131-Fax (940)-894-3110

June 28, 2012

Karen Reynolds
Justice of the Peace #2
and
Montague County
Commissioners Court

Dear Gentlemen,

The Justice of the Peace, Precinct #2 report was audited June 28, 2012. The report listed the fees and fines collected for the month of May. The report was filed on June 13, 2012 and signed by the elected official.

The May report totaled \$39,010.33. The following were collected for the month.

General Fees	\$25,867.70
Courthouse Security	\$ 567.49
Tech Fund Fees	\$ 571.44
State Fees	\$ 12,002.17

The May 2012 report was down by \$2,744.65 from April 2012. General Fees were down by \$2,477.84, Courthouse Security was down by \$10.62, Tech Fees were down by \$2.80 and State Fees were down by \$253.39 from last month. The May 2012 report was down by \$5,422.35 from May 2011. General Fees were down by \$5,805.54, Courthouse Security down by \$.43, Tech Fees down by \$2.53, and State Fees down by \$381.09 from last year.

The Treasurer's receipt was agreed to the monthly report. The receipt properly deposited the collections in the appropriate funds according to the report.

The work papers for the Justice of the Peace, Precinct #2 monthly report audit are on file in the County Auditor's office.

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th District Judge

Jennifer Essary

Montague County Auditor
P.O. Box 56-Montague, Texas 76251
Phone (940)-894-2131-Fax (940)-894-3110

June 28, 2012

Lesia Darden
District Clerk
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The District Clerk report for May 2012 was audited on June 28, 2012. The report listed the fees and fines collected for the month. The report was filed June 14, 2012 and signed by the elected official.

The monthly report totaled \$20,045.55. The following were collected and deposited into each fund:

General Fees	\$ 15,154.55
Courthouse Security	\$ 133.00
Record Management	\$ 303.00
Record Preservation	\$ 192.50
Archive Fee	\$ 170.00
Tech Fee	\$ 334.00
State Fees	\$ 3,758.50

The May 2012 report was up by \$1,395.45 from the April 2012 report. General Fees were up by \$2,467.45, Courthouse Security went down by \$62.00, Record Management Fees went down by \$33.50, Record Preservation Fees went down by \$69.50, Archive Fee went down by \$75.00, Tech Fee went down \$164.00 and State Fees went down \$668.00 from last month. The May 2012 report was down by \$2,437.31 from May 2011. General Fees were down by \$832.81, Courthouse Security was up by \$82.00, Record Management went down by \$37.50, Record Preservation went down by \$72.50, Archive Fee went down \$65.00, Tech Fees went down \$136.00, and State Fees went down by \$1,211.50 from last year.

The Treasurer's receipt was agreed to the monthly report and the collections were deposited in the appropriate state and county funds according to the report.

The work papers for the District Clerk monthly report audit are on file in the County Auditor's office.

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th Judicial District Judge

Jennifer Essary

Montague County Auditor
P.O. Box 56 Montague, Texas 76251
Phone (940)-894-2131-Fax (940)-894-3110

June 28, 2012

Glenda Henson
County Clerk
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The County Clerk report for May 2012 was audited on June 28, 2012. The report listed the fees and fines collected for the month. The report was filed June 13, 2012 and signed by the elected official.

The May report totaled \$63,917.80. The following were collected and deposited into each fund:

General Fees	\$ 42,746.45
Road & Bridge Fines	\$ 7,053.00
Courthouse Security	\$ 1,678.00
Record Management	\$ 7,973.00
Record Preservation	\$ 462.00
BVS Preservation	\$ 81.00
Technology	\$ 24.00
State Fees	\$ 3,900.35

The May 2012 report was up by \$5,564.30 from April 2012. General Fees were up by \$2,020.21, R&B fines were up by \$2,203.00, Courthouse Security was up by \$316.00, Record Management was up by \$1,858.00, Record Preservation was down by \$137.00, BVS Preservation was down by \$11.00, Technology was up by \$4.00 and State Fees were down by \$688.91 from last month. The May 2012 report was down by \$2,900.80 from May 2011. General Fees were down by \$5,865.79, R&B fines were up by \$1,470.40, Courthouse Security up by \$316.00, Record Management up by \$1,923.00, Record Preservation was down by \$319.00, BVS Preservation was down by \$7.00, and Technology was up \$8.00 and State Fees down by \$426.41 from last year.

The Treasurer's receipt was compared to the monthly report and the collections were deposited in the appropriate funds according to the report.

The work papers for the County Clerk monthly report audit are on file in the County Auditor's office.

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th Judicial District Judge

Jennifer Essary

Montague County Auditor
P.O. Box 56 Montague, Texas 76251
Phone (940)894-2131 Fax (940)894-3110

June 28, 2012

Paul Cunningham
Sheriff
and
Grant Oakley
Chief Jailer
and
Montague County
Commissioners Court

Dear Gentlemen:

The Sheriff Office Inmate Account for the second quarter of fiscal year 2012 was audited in June, 2012. The account was rolled forward for the quarter. Selected checks were examined for signs of alteration, irregular endorsements, and unauthorized signatures.

The Sheriff's office status for the kiosk remains unknown at this time. This was supposed to be implemented at the time this account was opened and has yet to be done. The Sheriff requested the Kiosk system to prevent a back log of un-cashed checks and the decrease of human error in record keeping. The delay in implementing the new kiosk system has resulted in two inmate accounts with hundreds of un-cashed checks and no proper reconciliation on either.

The following issues were noted in the audit:

- A. Refund due the Inmate Account #5601980 of \$74.22 (check order)
Reported in audit dated February 24, 2011
- B. Refund due the Inmate Fund #5569749 of \$140.28 (check order)
Reported in audit dated June 30, 2011
- C. Correction by bank in the amount of \$3.00 for Check #1496
Reported in audit dated August 11, 2011
- D. Refund due the Inmate Account #5569749 of \$1.23 for m/Funds/Paycard us
Reported in audit June 28, 2012

The continued lack of reconciliation of the accounts is a potential risk for fraud and needs to be addressed immediately. It is unclear if it is a lack of software training or failure to dedicate the required time that prevents this task from being completed.

The work papers for the Inmate Account are on file in the County Auditor's office.

Respectfully submitted,



Jennifer Essary,
County Auditor

cc: Roger Towery
97th Judicial District Judge

Jennifer Essary

Montague County Auditor
P.O. Box 56-Montague, Texas 76251
Phone (940)-894-2131 Fax (940)-894-3110

June 28, 2012

Paul Cunningham
Sheriff
and
Grant Oakley
Chief Jailer
and
Montague County
Commissioners Court

Dear Gentlemen:

The Sheriff Office Jail Commissary Account was audited on June 28, 2012. Selected checks were examined for signs of alteration, irregular endorsements, and unauthorized signatures. The deposits shown on the bank statement were compared to the accounting records. The bank statements were properly reconciled by the office personnel.

The work papers for the Jail Commissary Account are on file in the County Auditor's office.

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th Judicial District Judge

Jennifer Essary

Montague County Auditor
P.O. Box 56-Montague, Texas 76251
Phone (940)-894-2131 Fax (940)-894-3110

July 6, 2012

Paul Cunningham
Sheriff
and
Grant Oakley
Chief Jailer
and
Montague County
Commissioners Court

Dear Gentlemen:

The Sheriff Office Jail Commissary Account was audited on July 6, 2012. Selected checks were examined for signs of alteration, irregular endorsements, and unauthorized signatures. The deposits shown on the bank statement were compared to the accounting records. The bank statements were properly reconciled by the office personnel.

The work papers for the Jail Commissary Account are on file in the County Auditor's office.

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th Judicial District Judge

07-02-2012
TIME:11:00 AM

CHECK FILE LISTING

PAGE 1
PREPARER:0005

CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
0000074021	BRASIER, BETTY	I	06-06-2012	06-06-2012	25.00
0000074022	BROOKS, PAULA	I	06-06-2012	06-06-2012	25.00
0000074023	BURGESS, KAREN	I	06-06-2012	06-06-2012	25.00
0000074024	BUTTERFIELD, MOLLY	I	06-06-2012	06-06-2012	25.00
0000074025	CARPENTER, DIANE	I	06-06-2012	06-06-2012	25.00
0000074026	KECK, PAT	I	06-06-2012	06-06-2012	1,202.00
0000074027	KITTRELL, JAMES	I	06-06-2012	06-06-2012	25.00
0000074028	MCMURRAY, JANET	I	06-06-2012	06-06-2012	25.00
0000074029	MURRAY, SUZANNE	I	06-06-2012	06-06-2012	865.00
0000074030	O'NEAL, REBECCA	I	06-06-2012	06-06-2012	640.00
0000074031	PARK, NAN	I	06-06-2012	06-06-2012	1,299.00
0000074032	PROCTOR, LINDA	I	06-06-2012	06-06-2012	1,010.00
0000074033	REAVES, FRANCES	I	06-06-2012	06-06-2012	930.00
0000074034	RUSSELL, DANNY	I	06-06-2012	06-06-2012	25.00
0000074035	SIKES, REBECCA	I	06-06-2012	06-06-2012	25.00
0000074036	ST JOHN, WILBUR	I	06-06-2012	06-06-2012	25.00
0000074037	VAN VACTER, LINDA	I	06-06-2012	06-06-2012	100.00
0000074038	VANN, TONY	I	06-06-2012	06-06-2012	25.00
0000074039	WALKER, MINNIE	I	06-06-2012	06-06-2012	1,033.00
0000074040	WELLER, SAM	I	06-06-2012	06-06-2012	25.00
0000074041	WOODYARD, MARGARET	I	06-06-2012	06-06-2012	25.00
0000074042	HENSON, GLENDA M	C	06-06-2012	06-06-2012	1,334.35
0000074043	JONES, KIMBERLY S	C	06-06-2012	06-06-2012	1,019.89
0000074044	RUSSELL, GLYNIS F	C	06-06-2012	06-06-2012	948.61
0000074045	THIBODEAUX, JANET B	C	06-06-2012	06-06-2012	1,025.61
0000074046	USELTON, LAURA A	C	06-06-2012	06-06-2012	1,042.01
0000074047	DUCKWORTH, RANDALL	C	06-06-2012	06-06-2012	1,368.91
0000074048	SAPPINGTON, TOMMIE	C	06-06-2012	06-06-2012	1,307.17
0000074049	STOUT, VALORIE S	C	06-06-2012	06-06-2012	1,151.51
0000074050	SAPPINGTON, TOMMIE	C	06-06-2012	06-06-2012	503.94
0000074051	WALL, GINGER A	C	06-06-2012	06-06-2012	630.88
0000074052	BURLESON, LINDA K.	C	06-06-2012	06-06-2012	695.98
0000074053	SANDERS, BETTY J	C	06-06-2012	06-06-2012	1,069.56
0000074054	BROWN, TAMELA	C	06-06-2012	06-06-2012	918.88
0000074055	CROSS, CANDACE J	C	06-06-2012	06-06-2012	944.53
0000074056	DARDEN, LESIA J	C	06-06-2012	06-06-2012	1,096.45
0000074057	REED, RITA K	C	06-06-2012	06-06-2012	666.05
0000074058	ALLEN, DAVID	C	06-06-2012	06-06-2012	1,079.11
0000074059	WEAVER, ARACELY	C	06-06-2012	06-06-2012	1,012.79
0000074060	COTNER, JOAN	C	06-06-2012	06-06-2012	205.65
0000074061	CROUCH, BARBARA L	C	06-06-2012	06-06-2012	1,025.61
0000074062	REYNOLDS, KAREN LYNNE	C	06-06-2012	06-06-2012	1,303.68
0000074063	EDGETT, CARLA K	C	06-06-2012	06-06-2012	1,151.21
0000074064	MARTIN, RICKY J	C	06-06-2012	06-06-2012	1,011.97
0000074065	WALKER, RONALD G	C	06-06-2012	06-06-2012	699.91
0000074066	CROMARTIE, DIANE G	C	06-06-2012	06-06-2012	118.34
0000074067	CROMARTIE, DIANE G	C	06-06-2012	06-06-2012	949.98
0000074068	WALKER, RONALD G	C	06-06-2012	06-06-2012	1,699.54
0000074069	HUGHES, CHRISTOPHER B	C	06-06-2012	06-06-2012	1,120.26
0000074070	RIDDLE, CLABURN	C	06-06-2012	06-06-2012	2,082.16
0000074071	SHORT, ANGELA M	C	06-06-2012	06-06-2012	1,200.07
0000074072	ESSARY, JENNIFER E	C	06-06-2012	06-06-2012	1,954.39
0000074073	LANGFORD, LAVONDA J	C	06-06-2012	06-06-2012	1,141.72
0000074074	MCGAUGHEY, LINDA	C	06-06-2012	06-06-2012	1,376.96
0000074075	DOSHIER, BRENDA S	C	06-06-2012	06-06-2012	830.89
0000074076	NOWELL, SYDNEY L	C	06-06-2012	06-06-2012	1,203.08
0000074077	VACCARO, LISA M	C	06-06-2012	06-06-2012	974.55
0000074078	YARBROUGH, LAJUANA K	C	06-06-2012	06-06-2012	1,099.32

07-02-2012
TIME:11:00 AM

CHECK FILE LISTING

PAGE 2
PREPARER:0005

CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
0000074079	KARAGINES, PETER	C	06-06-2012	06-06-2012	501.26
0000074080	MARSHALL, LARRY G	C	06-06-2012	06-06-2012	955.99
0000074081	SHORT, ANGELA	C	06-06-2012	06-06-2012	335.97
0000074082	PARKER, SCOTT D	C	06-06-2012	06-06-2012	1,004.47
0000074083	CONWAY, HERMAN W.	C	06-06-2012	06-06-2012	1,034.98
0000074084	BOYD, JAMES	C	06-06-2012	06-06-2012	1,258.72
0000074085	BURKS, TOMMY	C	06-06-2012	06-06-2012	1,173.57
0000074086	CUNNINGHAM, RAYMOND P	C	06-06-2012	06-06-2012	1,426.93
0000074087	DICKSON, MADELYN	I	06-06-2012	06-06-2012	358.73
0000074088	INGRAM, ALLAN D	C	06-06-2012	06-06-2012	1,435.79
0000074089	MCGUINN, JACK	C	06-06-2012	06-06-2012	1,355.66
0000074090	MITCHELL, JOSEPH T	C	06-06-2012	06-06-2012	1,141.36
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0000074101	JORDAN, HANNAN W	C	06-06-2012	06-06-2012	869.96
0000074102	LANFORD, MELISSA L	C	06-06-2012	06-06-2012	1,001.16
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0000074108	PELTON, CLINTON CHASE	C	06-06-2012	06-06-2012	999.58
0000074109	PETTERS, DILLON	C	06-06-2012	06-06-2012	996.44
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0000074131	MOSELEY, JOHNNY R.	C	06-06-2012	06-06-2012	1,007.96
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0000074145	BUSBY, LARRY D	I	06-06-2012	06-06-2012	368.55
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0000074153	HANSARD, JUSTIN A	C	06-06-2012	06-06-2012	469.12
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0000074163	TX CHILD SUPPORT SDU, TXCSDU	I	06-06-2012	06-06-2012	181.38
0000074164	TX CHILD SUPPORT DIV, ATTY GENERAL	I	06-06-2012	06-06-2012	148.62
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0000074222	CEARLEY, ALVIN C	C	06-20-2012	06-20-2012	1,170.30
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0000074234	PETTERS, DILLON	C	06-20-2012	06-20-2012	996.44
0000074235	RAMON JR., ISMAEL	C	06-20-2012	06-20-2012	974.52
0000074236	REED, JERRIE S	C	06-20-2012	06-20-2012	1,032.80
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0000074240	MCNABB, KELLY W	C	06-20-2012	06-20-2012	448.31
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0000074243	GEURIN, ROBERT M	C	06-20-2012	06-20-2012	1,183.13
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0000074246	RAINEY, BILLIE JO	C	06-20-2012	06-20-2012	1,023.05
0000074247	WATSON, RICKY W	C	06-20-2012	06-20-2012	1,307.63
0000074248	DICKSON, REBECCA H.	C	06-20-2012	06-20-2012	1,847.26
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0000074250	SCHINDLER, JENNIFER L	C	06-20-2012	06-20-2012	1,543.26
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0000074257	MOSELEY, RANDY	C	06-20-2012	06-20-2012	1,047.53
0000074258	STRADLEY, PATRICK	C	06-20-2012	06-20-2012	577.34
0000074259	ESSARY, TEDDY L	C	06-20-2012	06-20-2012	1,072.65
0000074260	GAMBLIN, JAMES D	C	06-20-2012	06-20-2012	1,383.40
0000074261	HEMBREE, JOSEPH	C	06-20-2012	06-20-2012	1,025.61
0000074262	JORDAN, J B	C	06-20-2012	06-20-2012	974.55
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0000074266	GROVES, HOMER D	C	06-20-2012	06-20-2012	1,047.53
0000074267	LEWIS, RICK G	C	06-20-2012	06-20-2012	1,343.79
0000074268	MESSER, RUSSELL K	C	06-20-2012	06-20-2012	1,036.25
0000074269	TEAGUE, ROGER D	C	06-20-2012	06-20-2012	1,011.32
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0000074271	FORRESTER, MICHAEL E.	C	06-20-2012	06-20-2012	974.55
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0000074273	HARRIS, JIMMY R	C	06-20-2012	06-20-2012	1,116.75
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0000074275	MCPHERSON, TOMMY L	C	06-20-2012	06-20-2012	1,025.61
0000074276	HUGHES, CHRISTOPHER B	C	06-20-2012	06-20-2012	630.82
0000074277	BELL, CAROLYN J.	C	06-20-2012	06-20-2012	902.95
0000074278	HANSARD, JUSTIN A	C	06-20-2012	06-20-2012	469.12
0000074279	LACY, ELSIE M	C	06-20-2012	06-20-2012	416.14
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LISTING OF JOURNAL ENTRIES

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000005024	06/28/2012	005	10-476-425 TRANSPORTATION		
	06/28/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER MAY 2012		287.96
000005024	06/28/2012	005	10-510-411 FUEL		
	06/28/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER MAY 2012		169.78
000005024	06/28/2012	005	10-551-411 FUEL & OIL		
	06/28/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER MAY 2012		258.00
000005024	06/28/2012	005	10-552-411 FUEL & OIL		
	06/28/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER MAY 2012		262.98
000005024	06/28/2012	005		10-560-411 FUEL, OIL, ETC	
	06/28/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER MAY 2012		978.72
					1,957.44

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LISTING OF BUDGET ADJUSTMENTS

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0000033834	CURRENT	06/05/2012	06/05/2012	005	10-565-380 FOOD SUPPLIES	15,000.00-
0000033835	CURRENT	06/05/2012	06/05/2012	005	10-565-491 MEDICAL - PRISONER	15,000.00
0000033841	CURRENT	06/05/2012	06/05/2012	005	10-565-380 FOOD SUPPLIES	5,000.00-
0000033842	CURRENT	06/05/2012	06/05/2012	005	10-565-320 JANITORIAL SUPPLIES	5,000.00
0000035277	CURRENT	06/11/2012	06/11/2012	005	22-370-998 OTHER SOURCES	20,000.00
0000035278	CURRENT	06/11/2012	06/11/2012	005	22-613-449 PAVING	20,000.00
0000037124	CURRENT	06/27/2012	06/27/2012	005	10-400-805 CONTINGENCY EXPENSE	7,550.00-
0000037125	CURRENT	06/27/2012	06/27/2012	005	10-560-570 MACHINERY & EQUIPMENT	7,550.00
					TOTAL BUDGET ADJUSTMENTS	8 40,000.00

CASH JOURNAL FOR JANUARY 2012

	GENERAL	INDIG HC	GROUP INS	EMP BEN	REC MGMT	CRTH SEC	BVS	DC REC	REC PRES	R&B 1	R&B 2	R&B 3	R&B 4	
	10	12	13	14	15	16	17	PRES 18	19	21	22	23	24	
BAL FWD	5,092,639.48	281,525.28	25,669.89	0.00	209,743.92	210,783.05	8,253.07	11,309.55	86,442.34	472,780.00	374,712.89	424,187.73	358,006.60	
TRANSFERS														
REVENUES	203,535.12	2,690.39	2.02		7,989.48	2,579.05	81.65	193.39	771.79	15,415.53	12,386.82	9,890.74	10,381.54	
PAYROLL	286,513.73				813.83					26,252.18	21,587.38	20,312.32	21,561.40	
BILLS	109,385.34		2,100.00		414.26	1,023.30				25,033.47	9,920.62	5,713.58	38,215.10	
BALANCE	4,900,275.53	284,215.67	23,571.91	0.00	216,505.31	212,338.80	8,334.72	11,502.94	87,214.13	436,909.88	355,591.71	408,052.57	308,611.64	
CKING ACCT	4,900,275.53	284,215.67	23,571.91		216,505.31	212,338.80	8,334.72	11,502.94	87,214.13	436,909.88	355,591.71	408,052.57	308,611.64	
TEXPOOL	0.00	0.00			0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	
BAL FWD	4,900,275.53	284,215.67	23,571.91	0.00	216,505.31	212,338.80	8,334.72	11,502.94	87,214.13	436,909.88	355,591.71	408,052.57	308,611.64	
	MO CO LEAD	NORTEX	CA FORF	VIT	SO FORF	DA FORF	PEND FORF	CA HOT CK	DA STATE	DA SEIZURE	DA HOT CK	ESTRAY	PROBATION	
	26	GRANT 29	30	31	32	33	34	35	36	37	38	39	40	
BAL FWD	9,508.30	2,348.04	4,051.01	1,381.80	117.37	153,212.05	71,582.03	16,897.55	-1,442.50	0.00	772.95	1,187.42	29,266.78	
TRANSFERS														
REVENUES				0.11	0.01	2,100.54	5.62	1,115.69			4,831.28	1,204.09	2.30	
PAYROLL						938.34		344.00	3,241.20					
BILLS						706.10		3.19			4,462.26	1,204.00		
BALANCE	9,508.30	2,348.04	4,051.01	1,381.91	117.38	153,668.15	71,587.65	17,666.05	-4,683.70	0.00	1,141.97	1,187.51	29,269.08	
CKING ACCT	9,508.30	2,348.04	4,051.01	1,381.91	117.38	153,668.15	71,587.65	17,666.05	-4,683.70		1,141.97	1,187.51	29,269.08	
TEXPOOL													0.00	
BAL FWD	9,508.30	2,348.04	4,051.01	1,381.91	117.38	153,668.15	71,587.65	17,666.05	-4,683.70	0.00	1,141.97	1,187.51	29,269.08	
	SP PROB	JUV PROB	CO JUV	DET DIV	IV-E	CCP	JUV CC	JUV PROB F	LIVESTOCK	GRANT H	GRANT C	CRHS DOME	HIST COMM	
	41	42	43	44	45	47	48	49	51	52	53	54	55	
BAL FWD	291,313.23	4,789.02	177,951.77	0.00	116,257.81	-31,155.38	0.00	0.00	10,008.28	0.00	-2,901.00	10,103.92	20,468.46	
TRANSFERS														
REVENUES	81,397.84	21,574.00	20,626.71		9.13	14,334.00			0.79		1,451.00	0.79	52.61	
PAYROLL	30,180.50		18,067.16			7,429.16								
BILLS	6,571.42	16,629.51	2,519.35			290.86							173.10	
BALANCE	335,959.15	9,733.51	177,991.97	0.00	116,266.94	-24,541.40	0.00	0.00	10,009.07	0.00	-1,450.00	10,104.71	20,347.97	
CKING ACCT	335,959.15	9,733.51	177,991.97	0.00	116,266.94	-24,541.40	0.00	0.00	10,009.07	0.00	-1,450.00	10,104.71	20,347.97	
TEXPOOL	0.00		0.00		0.00								0.00	
BAL FWD	335,959.15	9,733.51	177,991.97	0.00	116,266.94	-24,541.40	0.00	0.00	10,009.07	0.00	-1,450.00	10,104.71	20,347.97	
	JP CRTH	GRANT X	JAIL SF	ANNEX SF	ANNEX CON	FM-ROW	3-4 OPR	CONST 1	CONST 2	SO LEOSE	DA LEOSE	CO CLERK	DIST CLERK	
	SEC 56	59	60	61	62	70	75	LEOSE 81	LEOSE 82	83	84	ARCHIVE 85	ARCHIVE 86	
BAL FWD	9,934.99	0.00	32,325.39	1,956.18	2,209,443.33	56,894.44	752,776.68	78.22	1,265.22	1,342.57	682.40	97,664.10	5,220.00	
TRANSFERS														
REVENUES	59.00		3,072.91	0.15		114.07	59.15					8,048.00	170.00	
PAYROLL														
BILLS					320,611.34					37.21				
BALANCE	9,993.99	0.00	35,398.30	1,956.33	1,888,831.99	57,008.51	752,835.83	78.22	1,265.22	1,305.36	682.40	105,712.10	5,390.00	
CKING ACCT	9,993.99	0.00	35,398.30	1,956.33	1,888,831.99	57,008.51	752,835.83	78.22	1,265.22	1,305.36	682.40	105,712.10	5,390.00	
TEXPOOL					0.00									
BAL FWD	9,993.99	0.00	35,398.30	1,956.33	1,888,831.99	57,008.51	752,835.83	78.22	1,265.22	1,305.36	682.40	105,712.10	5,390.00	
	CO CLERK	DIST CLERK	JP TECH	STATE FEES										TOTALS
	TECH 87	TECH 89	90	92										
BAL FWD	523.04	8,039.23	25,591.82	57,358.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,702,869.07	
TRANSFERS													0.00	
REVENUES	24.04	334.63	821.45	25,333.32									452,660.75	
PAYROLL													437,241.20	
BILLS			2,602.99	49.41									547,666.41	
BALANCE	547.08	8,373.86	23,810.28	82,642.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,170,622.21	
CKING ACCT	547.08	8,373.86	23,810.28	82,642.66									11,170,622.21	
TEXPOOL													0.00	
BAL FWD	547.08	8,373.86	23,810.28	82,642.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,170,622.21	

Bra-De Oil & Gas, Inc.

PO Box 417

Montague, TX 76251

940-894-2039-p 940-894-3824-f

bradeoil@yahoo.com

July 12, 2012

Montague County
c/o: County Judge
P.O. Box 56
Montague, Texas 76251

Re: Oil and Gas Lease Montague County, Texas.

Dear Concerning Parties,

I have enclosed an updated Oil and Gas lease & memorandum that we have sent to others in this same tract, a copy of same for your records, a W-9 and a Yellow sheet.

Please read over the lease and if all is in order, please sign the lease & memorandum in front of a notary public. The Yellow sheet & W-9 are for our records only and will be destroyed after our use. Please fill them out completely, as we will need your full address and Social Security number for tax reporting purposes.

After you have completed all of the paperwork, please return one copy of the lease & memorandum, the W-9 and the Yellow sheet to my office, and I will issue a check in the amount of \$80, 000.00. This represents bonus payment on your 160 net mineral acre interest. Please allow up to 14 business days for check receipt due to admin processing on our end.

If you have any questions please call me at the above number.

Trusting you will find all in order, I remain,

Very Truly,

Kenneth Ulbig

KU/hm

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

COUNTY OF MONTAGUE

This Memorandum of Oil, Gas and Mineral Lease by and between **Montague County c/o: County Judge**, hereinafter referred to as Lessor, whose address P.O. Box 56 Montague, Texas 76251 and Bra-De Oil & Gas, Inc., hereinafter referred to as Lessee, whose address is P.O. Box 417 Montague, Texas 76251.

Lessor does hereby grant, lease, let and demise to Lessee that certain real property situated in Montague County which is described hereto for the purpose of exploring and drilling for and operating and producing oil and gas, pursuant to the terms and provisions of that certain Oil, Gas and Mineral Lease between Lessor and Lessee, the important terms of which are described as follows:

Date:	July 12, 2012
Lessor:	Montague County c/o: County Judge
Lessee:	Bra-De Oil & Gas, Inc.
Term:	Three (3) years
Lease Option:	
Leased Premises:	

Being 320 acres of land, more or less, and being all of the Z. Westmoreland Survey A-858, being more fully described in that certain Warranty Deed dated February 14, 1902, from J. M. Chambers, et ux, Alice Chambers, Grantors, to Montague County, Grantee, recorded in Volume 52, Page 310, Deed Records, Montague County, TX. LESS SAVE AND EXCEPT 151.6 acres of land, more or less, being more fully described in that certain Oil Lease dated January 11, 1971, from C. W. Chandler, Special Commissioner of Montague County, Grantor, to Jim C. Heydrick, Grantee, recorded in Volume 600, Page 54, Deed Records, Montague County, TX. and LESS SAVE AND EXCEPT 8.4 acres of land, more or less, being more fully described in that certain Warranty Deed dated May 3, 1937, from Finous Davis, et ux, Maud Davis, Grantors, to Rubie Davis, Grantee, recorded in Volume 195, Page 25, Deed Records, Montague County, TX, leaving herein 160 acres of land, more or less.

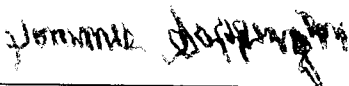
Reference is hereby made to executed copies of said Oil, Gas and Mineral Lease in possession of Lessor and Lessee respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Oil, Gas and Mineral Lease as of the day and year above written.

LESSOR:

Montague County c/o: County Judge

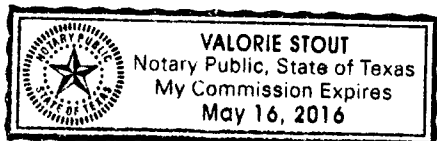


By: Tommy Sappington, Montague County Judge

STATE OF TEXAS
COUNTY OF Montague

The foregoing instrument was acknowledged before me on the 12th day of July, 2012 by **Tommy Sappington, Montague County Judge.**

Valorie Stout
Notary Public Signature
The State of _____



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALLOF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTYBEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**PAID-UP
OIL, GAS AND MINERAL LEASE**

THIS AGREEMENT made and entered into this 12th day of July, 2012, between Montague County, c/o: County Judge hereinafter called "Lessor" (whether one or more), whose post office address is:P.O. Box 56 Montague, Texas 76251 and Bra-De Oil & Gas, Inc., hereinafter called "Lessee", whose post office address is P.O. Box 417 Montague, Texas 76251.

1. Lessor, in consideration of ten and no/100's Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets, exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, gas and all other minerals, injecting gas, waters, other fluids, air and other gaseous substances into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, electric transmission lines, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store and transport said minerals and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land in Montague County, Texas, to wit:

Being 320 acres of land, more or less, and being all of the Z. Westmoreland Survey A-858, being more fully described in that certain Warranty Deed dated February 14, 1902, from J. M. Chambers, et ux, Alice Chambers, Grantors, to Montague County, Grantee, recorded in Volume 52, Page 310, Deed Records, Montague County, TX. LESS SAVE AND EXCEPT 151.6 acres of land, more or less, being more fully described in that certain Oil Lease dated January 11, 1971, from C. W. Chandler, Special Commissioner of Montague County, Grantor, to Jim C. Heydrick, Grantee, recorded in Volume 600, Page 54, Deed Records, Montague County, TX. and LESS SAVE AND EXCEPT 8.4 acres of land, more or less, being more fully described in that certain Warranty Deed dated May 3, 1937, from Finous Davis, et ux, Maud Davis, Grantors, to Rubie Davis, Grantee, recorded in Volume 195, Page 25, Deed Records, Montague County, TX , leaving herein 160 acres of land, more or less.

SEE EXHIBIT "A" ATTACHED HERETO FOR ADDITIONAL PROVISIONS

Notwithstanding any particular description, it is nevertheless the intention of Lessor to include within this lease, and Lessor does hereby lease, not only the land so described but also any and all other land owned or claimed by Lessor in the herein named survey or surveys, or in adjoining surveys, and adjoining the herein described land up to the boundaries of the abutting landowners, the leased lands being hereinafter referred to as "said land." For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 160 gross acres, whether actually containing more or less. Lessor agrees to execute any supplemental instrument(s) requested by Lessee for a more complete or accurate description of said land or instrument(s) to perfect title deficiencies.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, gas or other mineral is produced from said physical land or land with which said land or any part thereof is pooled, or this lease is maintained by virtue of some other provision hereof.

3. This is a PAID-UP LEASE. In consideration of the cash down payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term.

4. The royalties to be paid by Lessee are: (a) on oil and on other liquid hydrocarbons saved at the well, 1/5th of that produced and saved from said land, same to be delivered at the well or to the credit of Lessor in the pipeline to which the wells may be connected with Lessor's interest in either case bearing its proportion of any expense for treating oil to make it marketable as crude and Lessee having the option, at any time or from time to time, to purchase Lessor's oil at the well, paying therefore the lawful market price on the date of purchase for oil of like grade and gravity prevailing for the field nearest where such oil is produced; (b) on gas, including casing head gas and all gaseous substances, produced from said land and sold by Lessee, 1/5th of the amount realized from such sale thereof, after deduction of a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, or otherwise making such gas or other substances merchantable; (c) on gas, including casing head gas and all gaseous substances, produced from said land and used off said land by Lessee and not benefiting Lessor, the market value at the mouth of the well of 1/5th of the gas so used off said land; (d) on all minerals mined and marketed, 1/5th, either in kind or value at the well or mine, at Lessee's election, except that on sulfur the royalty shall be One Dollar (\$1.00) per long ton; and (e), if at the end of the primary term or any time thereafter one or more wells on said land or lands pooled therewith are capable of producing oil or gas and all such wells are shut-in for any reason, this lease shall nevertheless be deemed to be producing for the purposes of maintaining this lease and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market the minerals upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety (90) consecutive days, and during such time there are no operations on said land, or lands pooled therewith, then at or before the expiration of said ninety (90) day period, Lessee shall pay or tender, by check or draft, as royalty, a sum equal to \$1.00 per net acre then covered by this lease, and it shall be considered that oil or gas is being produced from said land in paying quantities within the meaning of Paragraph 2 hereof for one (1) year from the date of such payment, and in like manner subsequent advance annual royalty payments may be made or tendered and it will be considered that oil or gas is being produced from said land in paying quantities within the meaning of said Paragraph 2 during any annual period for which such royalty is so paid or tendered; such advanced annual royalty payment shall be credited against any royalty accruing to the owners thereof on any production from said land during any annual period for which such advanced annual payment has been made; provided that if this lease is otherwise being maintained by any other provision hereof, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the ninety (90) day period next following cessation of such operations or production. Lessee's failure to pay or tender or to pay or tender properly or timely any such sum as royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. All royalty interests, whether or not owned by the undersigned, shall be paid out of the royalty as provided for in said lease.

5. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee at its sole discretion deems it necessary or proper to do in order to develop or operate prudently the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling, completion, or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling, completion or reworking operations on the leased premises, except that the production on which Lessors royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, so long as the total acreage therein does not exceed the maximum herein specified. Also each such drilling or production unit, when limited to any one or more formations and to any one or more of the minerals therein or produced therefrom, may from time to time be enlarged and extended by Lessee to include additionally any other formation or formations and any other mineral or minerals therein or produced therefrom. In making such a revision, Lessee shall file or record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. Lessee may place and use on each unit created hereunder common measuring and reworking tanks for production from such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests. The inclusion of separate tracts in this lease is for the convenience and ease of the parties only and no pooling, community lease or offer to pool is intended or shall be implied from the inclusion of such tracts in this lease. For purposes of this lease, the words "separate tracts" shall mean any tract or part of the leased premises in which ownership of the oil and gas mineral or royalty interest differs from any other tract or part of the leased premises at the time of this lease. All royalties, if any, payable under this lease shall be paid on a non-apportionment basis according to the ownership interests of the parties in the land where the well is located. Nothing contained in this paragraph shall diminish or prohibit the right of Lessee to pool all or any part of the lands covered hereby.

6. If, at the expiration of the primary term, oil, gas or other mineral is not being produced from said land or land pooled therewith but Lessee has commenced operations for drilling, mining or reworking of any well or mine thereon or shall have completed a dry hole thereon within one hundred eighty (180) days prior to the end of the

primary term, this lease shall remain in force so long as operations on said well or for the drilling or reworking of an additional well are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) consecutive days, and, if they result in production, so long thereafter as oil, gas or other mineral is produced from said land or land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas or other mineral is produced from said land or land pooled therewith, production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within one hundred eighty (180) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than one hundred eighty (180) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within two hundred (200) feet of and draining said land, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances. The judgment of the Lessee, when not fraudulently exercised, in carrying out the purpose of this lease shall be conclusive.

7. Lessee shall have free use of oil, gas and water from said land, except water from Lessor's wells and tanks, for all operations hereunder including repressuring, pressure maintenance, cycling and secondary recovery operations, and the royalty shall be computed after deducting any so used. Any structures and facilities placed on said land by Lessee for operations hereunder and any well or wells on said land drilled or used for the injection of salt water or other fluids may also be used for Lessee's operations on other lands in the same area. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, representatives, successors and assigns, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments or certified copies thereof, constituting the chain of title from the original Lessor. An assignment of this lease, in whole, or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder, and, if Lessee or assignee of part or parts hereof shall fail to comply with any provision of this lease, such default shall not affect this lease insofar as it covers a part of said land upon which Lessee or any assignee thereof shall not be in default. Should more than six parties become entitled to royalties hereunder, Lessee may require the appointment of a single agent to receive payment for all and may withhold payment until such appointment has been made.

9. When drilling or other operations are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, unavailability of material or equipment, failure of carriers to transport or furnish facilities for transportation, some order, requisition or necessity of the government or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants of this lease shall be subject to all Federal, State and local laws. Executive orders, rules or regulations and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by, or if such failure is the result of, any such law, order, rule or regulation. If from such causes Lessee is prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting drilling or reworking operations on, or producing oil or gas from said land or land pooled therewith, notwithstanding any other provision hereof.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of notice in which to commence the compliance with the obligations imposed by virtue of this instrument. After the discovery of oil, gas or other mineral in paying quantities on said land, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one (1) well per forty (40) acres, plus an acreage tolerance not to exceed ten per cent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one (1) well per six hundred forty (640) acres, plus an acreage tolerance not to exceed ten per cent (10%) of six hundred forty (640) acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities or a horizontal completion.

11. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee, at its option, may discharge any tax, mortgage or other lien upon said land and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder and any other payments due or that may become due to the Lessor under this lease toward satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is agreed that, if Lessor owns an interest in said land less than the entire fee simple estate, whether stated herein above as a whole or partial interest, then the royalties to be paid Lessor shall be reduced proportionately. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named herein above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

12. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to Lessor or Lessor's heirs, representatives, successors and assigns by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon Lessee shall be relieved from all obligations, express or implied, of this agreement as to the acreage so surrendered, and thereafter the advance annual royalties payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

13. In the event the earliest notary acknowledgment is more than sixty (60) days beyond the date entered on this lease, then the effective date (for purposes of determining the expiration of the primary term) shall become the earliest notary acknowledgment date.

14. Notwithstanding the termination of this lease as to a portion of the lands covered hereby, Lessee shall nevertheless continue to have the right of ingress and egress from the lands still subject to this Lease, retained lands, for all purposes described and allowed hereunder, together with easements, right-of-ways, roads, pipelines and other facilities on, over and across all the lands originally covered by this Lease, for access to and from the retained lands, and for the gathering or transportation of oil, gas and other minerals produced from such retained lands.

15. **OPTION TO EXTEND PRIMARY TERM FOR PAID-UP LEASES:** Lessee is hereby given the option to extend the primary term of this lease for an additional N/A (N/A) years from the expiration of the original primary term hereof. This option may be exercised by Lessee at any time during the original primary term by paying the sum N/A Dollars (\$N/A) per net mineral acre to Lessor and mailed to Lessor at the above address. This payment shall be based upon the number of net mineral acres then covered by this lease and not at such time being maintained by other provisions hereof. This payment may be made by the check or draft of Lessee mailed or delivered to Lessor at any time during the original primary term hereof. If, at the time this payment is made, various parties are entitled to specific amounts according to Lessee's records; this payment may be divided between said parties and paid in the same proportion. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of N/A (N/A) years.

IN WITNESS WHEREOF, this instrument is executed as of the date above written.

Montague County c/o: County Judge

Tommy Sappington

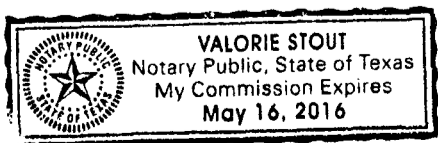
By: Tommy Sappington, Montague County Judge

ACKNOWLEDGMENT

STATE of Texas

COUNTY of Montague

This instrument was acknowledged on July 12, 2012 by Tommy Sappington, Montague County Judge.



Valorie Stout

Notary Public Signature

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas lease dated **July 12, 2012** by and between **Montague County c/o: County Judge** as Lessor, and Bra-De Oil & Gas, Inc., as Lessee.


In the event of a conflict between the language of the printed lease and this exhibit, the language of this exhibit shall prevail.

1. Prior to drilling on the leased premises, Lessee shall notify Lessors of the drilling site and shall construct a gravel road to such site. And the Lessee shall pay the Lessor the sum \$15.00 per rod for the length of the road as damages. In the event the location of the road requires entry to the lease premises other than is already provided and requires the cutting of a perimeter fence, Lessee, will provide for the installation of cattle guards and steel gates at all such fence crossings. Lessee will pay \$6,000.00 per location as damages. Lessee shall be responsible for and agree to make reasonable payment for damages to the livestock, crops, marketable timber and improvements which are caused by its operations on the leased premises. Lessee further agrees that upon completion or abandonment of any well drilled on the leased premises, Lessee shall restore the premises to as near its original condition as is reasonably practicable. All pipelines will be buried below plow depth and topsoil replaced. Lessee shall pay Lessor \$1.50 per foot for any pipelines that are installed or constructed on leased premises.
2. Lessee does not have rights to fresh water from Lessor's existing wells or stock tanks. Lessee can drill a fresh water supply well for supporting drilling operations only with Lessors written consent. However, Lessor may, at Lessor's sole discretion and approval, grant Lessee specific permission to use water from Lessor's existing wells or stock tanks in the drilling operations.

End of Exhibit

SIGNED FOR IDENTIFICATION:

Montague County c/o: County Judge


By: Tommy Sappington, Montague County Judge

ORDER RESTRICTING OUTDOOR BURNING

WHEREAS, the Commissioners Court has determined that circumstances present in all of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED, by the Commissioners Court of Montague County that all outdoor burning is banned in the unincorporated areas of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court. This Order is adopted pursuant to Local Government Code Section 352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Natural Resources Commission for **(1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) harvesting of agricultural crop; or (4) welding allowed with restrictions listed below:**

- a. area should be clean 15 ft or more on welding site;
- b. there should be at least 55 gallons of water with the ability to pressurize & spray welding site;
- c. an additional person should be onsite with welder to spot fires; and
- d. a fire extinguisher on welding site.

(5) outdoor cooking allowed with the restrictions listed below:

- a. the cooking device is propane or natural gas and has a complete and full enclosure that is utilized at all times; or
- b. the cooking device is wood or charcoal and has a complete and full enclosure that is utilized, and all areas around the cooking device shall be clear of vegetation and/or combustible materials or debris for a 5' radius.

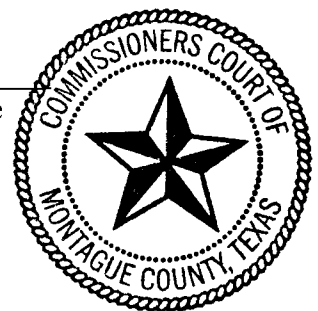
In accordance with Local Government Code Section 352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

The Montague County Judge may rescind this Order upon a determination that the circumstances that required the Order no longer exist.

ADOPTED this 9th day of July, 2012.

Tommie Sappington

Tommie Sappington, Montague County Judge



ATTEST:

Glenda Henson

GLENDA HENSON,
County Clerk



MONTAGUE COUNTY, TEXAS

RESOLUTION OF MONTAGUE COUNTY AUTHORIZING AND APPROVING THE APPOINTMENT AND REAPPOINTMENT OF INDIVIDUALS TO THE BOARD OF DIRECTORS OF THE NORTEX HOUSING FINANCE CORPORATION.

WHEREAS, pursuant to the Texas Housing Finance Corporation Act, Chapter 394, Texas Local Government Code, as amended, the Texas counties of Archer, Baylor, Clay, Cottle, Foard, Hardeman, Jack, Montague, Wichita, Wilbarger, and Young, Texas (collectively, the "Sponsoring Entities") have formed a joint housing finance corporation named the Nortex Housing Finance Corporation (the "Corporation") to provide a means of financing the cost of residential ownership and development that will provide decent, safe and sanitary housing for persons and families of low and moderate income; and

WHEREAS, Montague County is a member of the Corporation and has authorized the Corporation to act on its behalf and on behalf of the other Sponsoring Entities for the purposes set forth in the previous paragraph; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, a majority of the Sponsoring Entities must approve the appointment and/or reappointment of members of the Board of Directors of the Corporation; and

WHEREAS, in accordance with the Articles of Incorporation and the Bylaws of the Corporation, Montague County together with the Sponsoring Entities desires to appoint/reappoint existing members of the Board of Directors of the Corporation upon resignation or expiration of their current terms.

NOW, THEREFORE, Be It Resolved By the Commissioner Court of Montague County that:

Section 1. Board of Directors. That the following appointment and reappointment for the Board of Directors of the Corporation and the length of the term thereof are hereby authorized and approved;

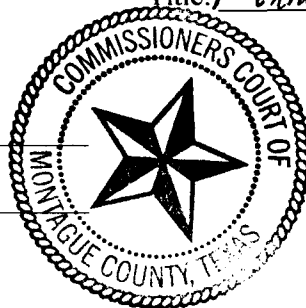
<u>DIRECTOR</u>	<u>CURRENT TERM EXPIRES</u>	<u>NEWLY REAPPOINTED TERM EXPIRES</u>
Michael Smith	Reappointment	August 1, 2017

Section 2. Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this ____ day of JUL 10 2012 2012.

By [Signature]
Title: Montague County Judge

ATTEST:
By [Signature]
Title: County Clerk



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG)
AND**

Montague County Sheriff's Office

FOR PARTICIPATION IN THE LAW ENFORCEMENT ANALYSIS PORTAL (LEAP)

Purpose:

The purpose of this inter-agency information sharing project is multi fold:

1. Officer Safety – provide a mechanism for patrol officers to query multiple agency databases cached in a secure LEAP database, to receive focused information prior to making contact, in table form about a vehicle, plate, or location, when those elements have been involved in weapons, assaultive, drug or gang activity.
2. Crime and Link Analysis – queries against the LEAP data cache will provide responses in summary table format, report format, or geospatially on a road map. Relationships between individuals, locations, and property are shown geospatially in a Link Chart assisting investigators in connecting the dots.
3. Additional optional hosted software tools to complement the effectiveness and efficiency of jurisdictions that request services, such as a hosted RMS which allows agencies access to hosted services at affordable prices by subscription rather than capital expenditure.
4. Other services and functionality may be added at a later date as deemed necessary by the LEAP Advisory Committee

This purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Records Management System (RMS), Jail Management System (JMS), and other Criminal Justice data the parties agree to share with other law enforcement and public safety agencies to include but not limited to:

- Local government jurisdictions throughout the United States and other secure information sharing systems that wish to participate and enter into this agreement,
- State and US territorial agencies that wish to participate and enter into this agreement,
- Federal agency units and their specialized field units that wish to participate and enter into this agreement.

Authority:

Authority for NCTCOG (Administrative Agency) to enter into this MOU:

- State enabling legislation Chapter 391 – Local Government Code - "to assist local governments in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development".

Authority for local and state agencies to enter into this MOU:

- Chapter 771 – Interagency Cooperation Act – "In an interagency exchange that is exempt from the requirements of a written agreement or contract, the agencies involved shall document the exchange through informal letters of agreement or memoranda."
- Chapter 791 – Government Code – Interlocal Contracts – allows units of local government to contract with each other to perform governmental functions and services.
- Each agency entering into this MOU warrants that it has legal authority to enter into this MOU for the specified purposes.

Understandings

- a. This Memorandum of Understanding (MOU) is entered into by the Administrative Agency and the **Montague County Sheriff's Office** (hereinafter referred to as "contributing agency"), for the purpose of participating in the Law Enforcement Analysis Portal project (hereinafter referred to as LEAP).
- b. This MOU relates to participation in the LEAP program. Data submitted by contributing agencies is and remains the property of the contributing agencies. Access by authorized users will be controlled and each access recorded for use in subsequent CJIS audits. The LEAP data center will be secured consistent with FBI-CJIS guidelines.
- c. Access and use of LEAP by authorized users will be analyzed for misuse and unusual activity. An analysis report will be prepared periodically itemizing any unusual activity to the law enforcement agency holding the subscription for that user. Follow up on this report will be the responsibility of that agency, consistent with the agency's internal policies, FBI-CJIS guidelines, Code Of Federal Regulations, Title 28—Judicial Administration, chapter 1—Department of Justice, Part 20—Criminal Justice Information Systems, and Texas Government Code § 411.083. Dissemination Of Criminal History Record Information
- d. The LEAP project was approved by the Executive Board of NCTCOG on December 15, 2005. Subsequently, the LEAP Advisory Committee composed of eleven law enforcement executives from the NCTCOG region was appointed by the Executive Board of NCTCOG on April 27, 2006. The purpose of the Advisory Committee is to review, modify and recommend for approval the Manual of Administrative and Operational Guidelines (MAOG), other documents as appropriate, and to network with the law enforcement community.
- e. The Administrative Agency makes LEAP available as a repository of criminal records management system data, and other pertinent criminal justice data to be shared and analyzed among participating public safety agencies. The Administrative Agency will enable data contributing agencies with technical assistance for the extraction and submission of relevant data from their automated systems to the secure LEAP Data Center, if required by the contributing agency.
- f. The contributing agency retains sole ownership of and sole responsibility for the information it contributes, including but not limited to, the accuracy of the information. Receiving agencies will take no enforcement action without first verifying the current status of that information with the contributing agency.
- g. The contributing agency will submit their law enforcement Records Management System (RMS) data, and other criminal justice data to LEAP as agreed by the LEAP Advisory Committee and the contributing agency. The contributing agency will follow the LEAP Manual of Administrative and Operational Guidelines (MAOG) for the submission, query, crime and link analysis and all other uses of contributing agencies shared information.
- h. LEAP is a law enforcement officer safety, crime, and link analysis, tool and is not an intelligence analysis tool. If an Intelligence Agency accesses LEAP for analysis, that agency shall ensure that data remains law enforcement sensitive and will not insert classified data into the LEAP data repository.
- i. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by state law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the

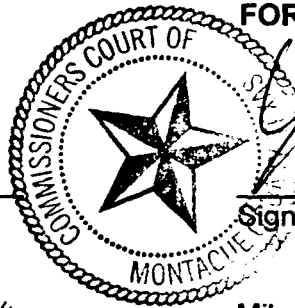
applicable law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

- j. The Administrative Agency and the LEAP Advisory Committee shall have the authority to inspect and audit the records and operation of the contributing agency to determine compliance with this agreement, LEAP policy, procedures, and all applicable state and federal laws.
- k. The Administrative Agency on advice from the LEAP Advisory Committee reserves the right to immediately suspend service to the contributing agency when it is determined that this agreement or any applicable state or federal law, rule, or regulation has been violated by the contributing agency or an employee of the contributing agency. The Administrative Agency may reinstate the service on the recommendation by the LEAP Advisory Committee and the receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations by the contributing agency.
- l. Either the Administrative Agency or the contributing agency may upon 30 days written notice discontinue service or participation in LEAP. The Administrative Agency shall not be required to give notice prior to suspending services as stated above in Paragraph (k.).

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated. A photocopy or facsimile signature is as valid as the original. This agreement is effective upon the last signature date.

FOR THE CONTRIBUTING AGENCY:

FOR ADMINISTRATIVE AGENCY:



[Faint signature]

[Handwritten signature of Mike Eastland]

Signature

Signature of Executive Director

Print Name *Tommye Sappington*

Mike Eastland

Title *Montague County Judge*

Date

[Handwritten date: 8/6/12]

Date *7-9-2012*

Current RMS Vendor

5-31-11

LIPSCOMB

AUTO CENTER

CHEVROLET GEM PONTIAC OLDSMOBILE Buick™ GMC TRUCK

APPLICATION FOR CREDIT

DATE July 9, 2012

NAME OF FIRM Montague County
ADDRESS P.O. Box 56
CITY Montague STATE TX ZIP 76251
PHONE NUMBER () FAX ()
OWNERS NAME _____ HOME PHONE # _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

BANK REFERENCES

BANK NAME Legend OFFICER'S NAME _____
CITY _____ STATE _____ ZIP _____
PHONE # () _____

CREDIT REFERENCES

COMPANY _____ CITY _____ STATE _____
PHONE# () _____ FAX# () _____
COMPANY _____ CITY _____ STATE _____
PHONE# () _____ FAX# () _____
COMPANY _____ CITY _____ STATE _____
PHONE# () _____ FAX# () _____

THE UNDERSIGNED HEREBY AUTHORIZES SELLER TO CONDUCT AN INVESTIGATION OF APPLICANT'S CREDIT HISTORY, ~~AND THE CREDIT HISTORY OF ANY INDIVIDUAL GUARANTOR,~~ THROUGH CREDIT REPORTING AGENCIES OF ITS CHOICE, REFERENCES GIVEN OR OTHER SOURCES THAT IT CONSIDERS DESIRABLE, WITH THE UNDERSTANDING THAT ITS DECISION TO GRANT OR DENY CREDIT MAY BE BASED IN WHOLE OR IN PART ON INFORMATION OBTAINED IN THIS INVESTIGATION.

APPLICANT'S SIGNATURE _____

[Handwritten Signature]



TEXAS ASSOCIATION of COUNTIES
HEALTH AND EMPLOYEE BENEFITS POOL

2012 - 2013 Renewal Notice and Benefit Confirmation

Group: 94581 - Montague County

Anniversary Date: 10/01/2012

Return to TAC by: 07/25/2012

Please initial and complete each section confirming your group's benefits and fill out the contribution schedule according to your group's funding levels. Fax to 1-512-481-8481 or email to KimJ@county.org.

For any plan or funding changes other than those listed below, please contact Kim Joyce at 1-800-456-5974.

MEDICAL

Medical: Plan 1200 \$30 Copay, \$1000 Ded, 80%, \$3000 OOP Max

RX Plan: Option 4A \$10/25/40

Your % rate increase is: 4.40%

Your payroll deductions for medical benefits are:

Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2012	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$629.44	\$657.14	\$ 657.14	\$ 0	\$ 657.14
Employee + Child(ren)	\$978.76	\$1,021.82	\$ 657.14	\$ 364.68	\$ 1,021.82
Employee + Spouse	\$1,321.80	\$1,379.96	\$ 657.14	\$ 722.82	\$ 1,379.96
Employee + Family	\$1,671.14	\$1,744.66	\$ 657.14	\$ 1,087.52	\$ 1,744.66

KS Initial to accept Medical Plan and New Rates.

DENTAL

Dental: Plan II w/Ortho - 100% Prevent., \$50 Ded, 80% Basic, 50% Major

Your % rate increase is: 2.20%

Your payroll deductions for dental benefits are: Pre Tax

Tier	Current Rates	New Rates Effective 10/1/2012	New Amount Employer Pays	New Amount Employee Pays	New Amount Retiree Pays (if applicable)
Employee Only	\$25.50	\$26.06	\$ 26.06	\$ 0	\$ 26.06
Employee + Child(ren)	\$51.74	\$52.88	\$ 26.06	\$ 26.82	\$ 52.88
Employee + Spouse	\$55.02	\$56.22	\$ 26.06	\$ 30.16	\$ 56.22
Employee + Family	\$81.22	\$83.00	\$ 26.06	\$ 56.94	\$ 83.00

KS Initial to accept Dental Plan and New Rates.

LIFE - BASIC

Basic Life Products:
(Rates are per thousand)

Coverage Volume per Employee: \$20,000

	Current Rates	New Rates Effective 10/1/2012	Amount Employer Pays	Amount Employee/ Retiree Pays (if applicable)
Basic Term Life	\$0.000	\$0.260	100%	0%
Basic AD&D	\$0.000	\$0.035	100%	0%

TS Initial to accept New Basic Life Rates.

RETIREE

Please circle one for each benefit that applies.

Your group allows retiree coverage for:

Medical Pre 65 Post 65 Both
 Dental Pre 65 Post 65 Both

TS Initial to confirm.

WAITING PERIOD

Waiting period applies to all benefits.

Employees
 90 days - Day following waiting period
TS Initial to confirm.

Elected Officials
 Date of hire

Please indicate how your group manages COBRA administration:

- Self Administration on OASys
 BCBS
 Other

If "Other", please indicate COBRA Administrator: _____

TS Initial to confirm COBRA Administration.

PLAN INFORMATION

Please indicate your broker / agent's name, if applicable _____

- Retirees pay the same premium as active employees regardless of age for medical and dental.
- Rates based upon current benefits and enrollment. A substantial change in enrollment (10% over 30 days or 30% over 90 days) may result in a change in rates.
- Form must be received by **07/25/2012** in order to avoid additional administrative fees.
- Signature on the following page is required to confirm and accept your group's renewal.

TAC HEBP Member Contact Designation Montague County

CONTRACTING AUTHORITY

As specified in the Interlocal Participation Agreement, each Member Group hereby designates and appoints, as indicated in the space provided below, a Contracting Authority of department head rank or above and agrees that TAC HEBP shall NOT be required to contact or provide notices to ANY OTHER person. Further, any notice to, or agreement by, a Member Group's Contracting Authority, with respect to service or claims hereunder, shall be binding on the Member. Each Member Group reserves the right to change its Contracting Authority from time to time by giving written notice to TAC HEBP.

Please list changes and/or corrections below.

Name/Title Ms. Jennifer Taylor-Essary/Auditor

Address PO Box 56
Montague, TX 76251-0056

Phone 940-894-2131

Fax 940-894-3110

Email mca123@windstream.net

BILLING CONTACT

Responsible for receiving all invoices relating to HEBP products and services.

Please list changes and/or corrections below.

Name/Title Linda McGaughey/Treasurer

Address PO BOX 186
Montague, TX 76251-

Phone 940-894-2161

Fax 940-894-3110

Email lmcgaughey@windstream.net

HIPAA Secured Fax

PRIMARY CONTACT

HEBP's main contact for daily matters pertaining to the health benefits.

Please list changes and/or corrections below.

Name/Title Honorable Linda McGaughey/Treasurer

Address PO Box 186
Montague, TX 76251-

Phone 940-894-2161

Fax 940-894-3110

Email lmcgaughey@windstream.net

Tommie Sappington

Signature of County Judge or Contracting Authority

Date: *7-9-2012*

Tommie Sappington, Montague County Judge

Please PRINT Name and Title

The Texas Association of Counties would like to thank you for your membership in the only all county-owned and county directed Health and Employee Benefits Pool in Texas.

ORDER GRANTING
TEMPORARY (FOUR WEEK ONLY) PERMIT AND RIGHT-OF-WAY
TO CONSTRUCT 3" POLY LINE

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

S

Now, on this the 9th day of July, 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 3" POLY LINE, along, over, and across or under the County Right-of-way, of **LAZY E ROAD, PCT. #1**, the County of Montague, State of Texas, and the court having considered such application which was filed on 3RD DAY of JULY, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 3" POLY 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 3" POLY LINE, along, over, across, beside or under the County Right-a-way of **LAZY E ROAD, PCT. #1**, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY 3" POLY 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 3" POLY 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

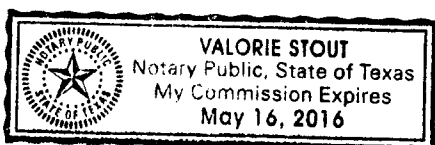
Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein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

Given under my hand and seal of office this 9TH Day of JULY, 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: 7/2/12

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: Lazy E 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:

3" Poly Line Route

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: 1033

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

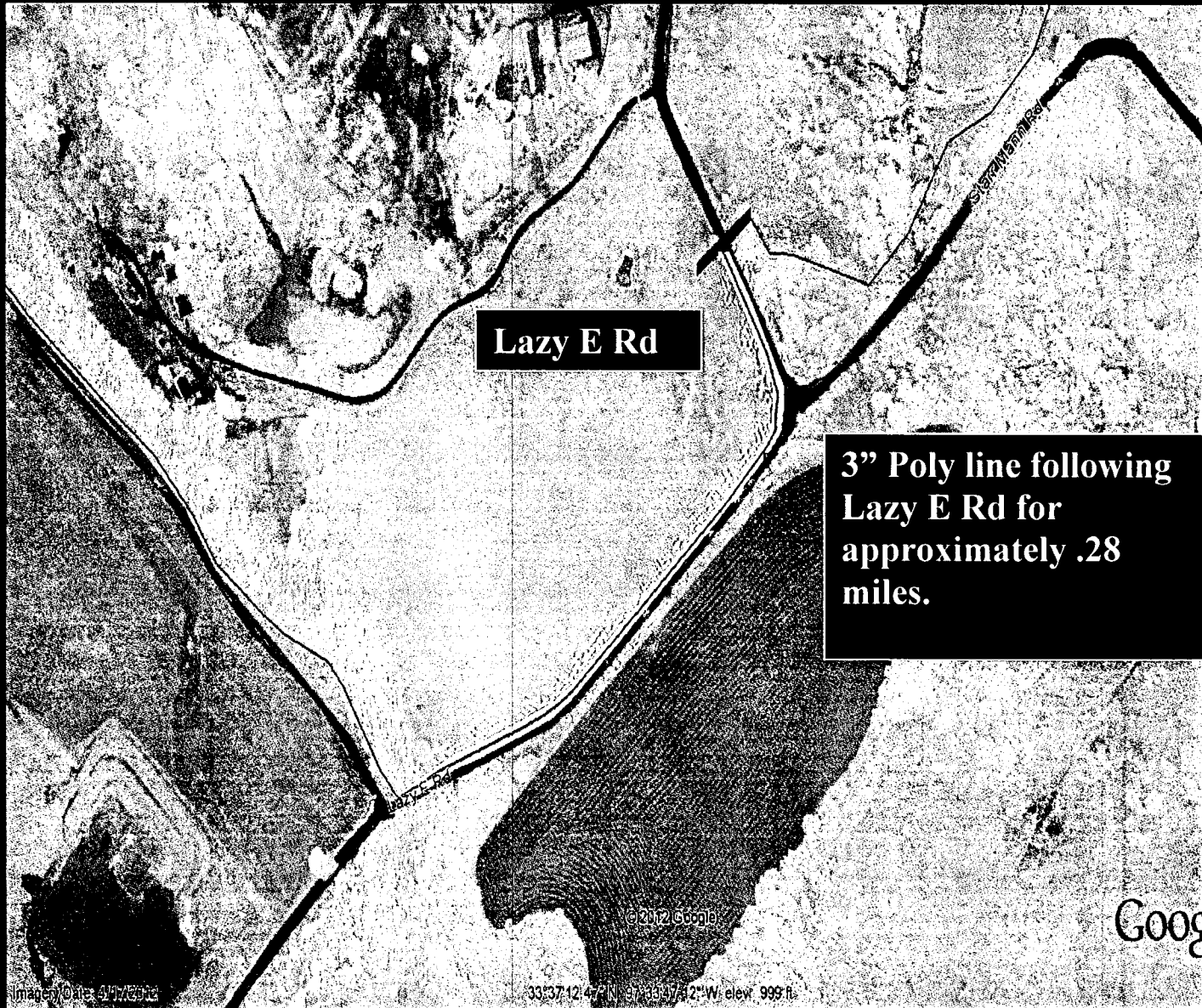
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)?
Yes No N/A

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 7-2-12 SIGNATURE [Signature]



County Clerks Memo:
Portions of this document are
not legible and/or reproducible
when received, but recorded at
customers request.

[Signature]
Deputy

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

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

S

Now, on this the 9TH day of JULY, 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 LAZY 3 ROAD, PCT. #1 the County of Montague, State of Texas, and the court having considered such application which was filed on 3RD DAY of JULY, 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 EOG RESOURCES, INC., to lay, construct, maintain, and operate a TEMPORARY ROAD CROSSING, along, over, across, beside or under the County Right-a-way of LAZE E 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 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

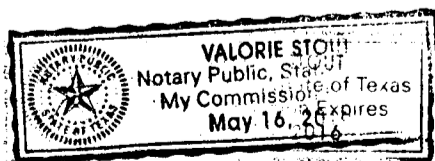
TOMMIE SAPPINGTON,
Montague County Judge

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 9TH Day of JULY, 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: 6/28/12

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: Lazy E Rd

COMMISSIONER PCT. 1

GPS Coordinates: Latitude N N/A 33 37 17.23 N Longitude W N/A 97 33 45.73 W

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:

Road Crossing

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: 1033

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 _____

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

DATE: 06/28/2012

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: CLEAR CREEK LOOP COMMISSIONER PCT. 1

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:

2-18 INCH CULVERT ON CLEAR CREEK LOOP

GPS Coordinates: Latitude 33.395738 Longitude 097.32 03 76

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: 178

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

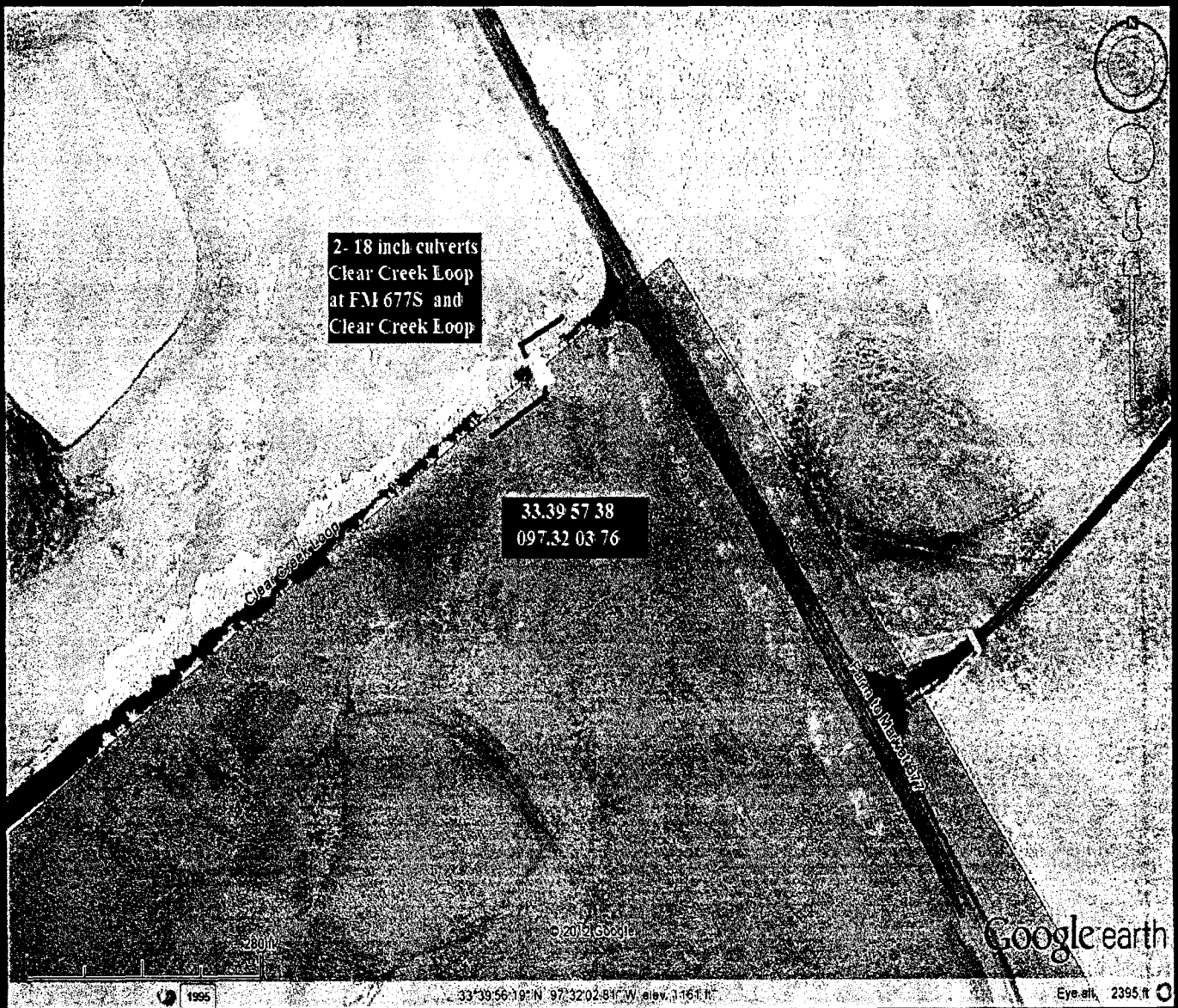
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

DATE 6/28/12

SIGNATURE [Handwritten Signature]



County Clerks Memo:
Portions of this document are
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customers request.

Deputy

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

DATE: 07/02/12

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: THOMPSON ROAD COMMISSIONER PCT. 4

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:

1 18 INCH CULVERT ON THOMPSON ROAD

GPS Coordinates: Latitude 33.41 48 30 Longitude 097 35 58 51

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: 4390

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

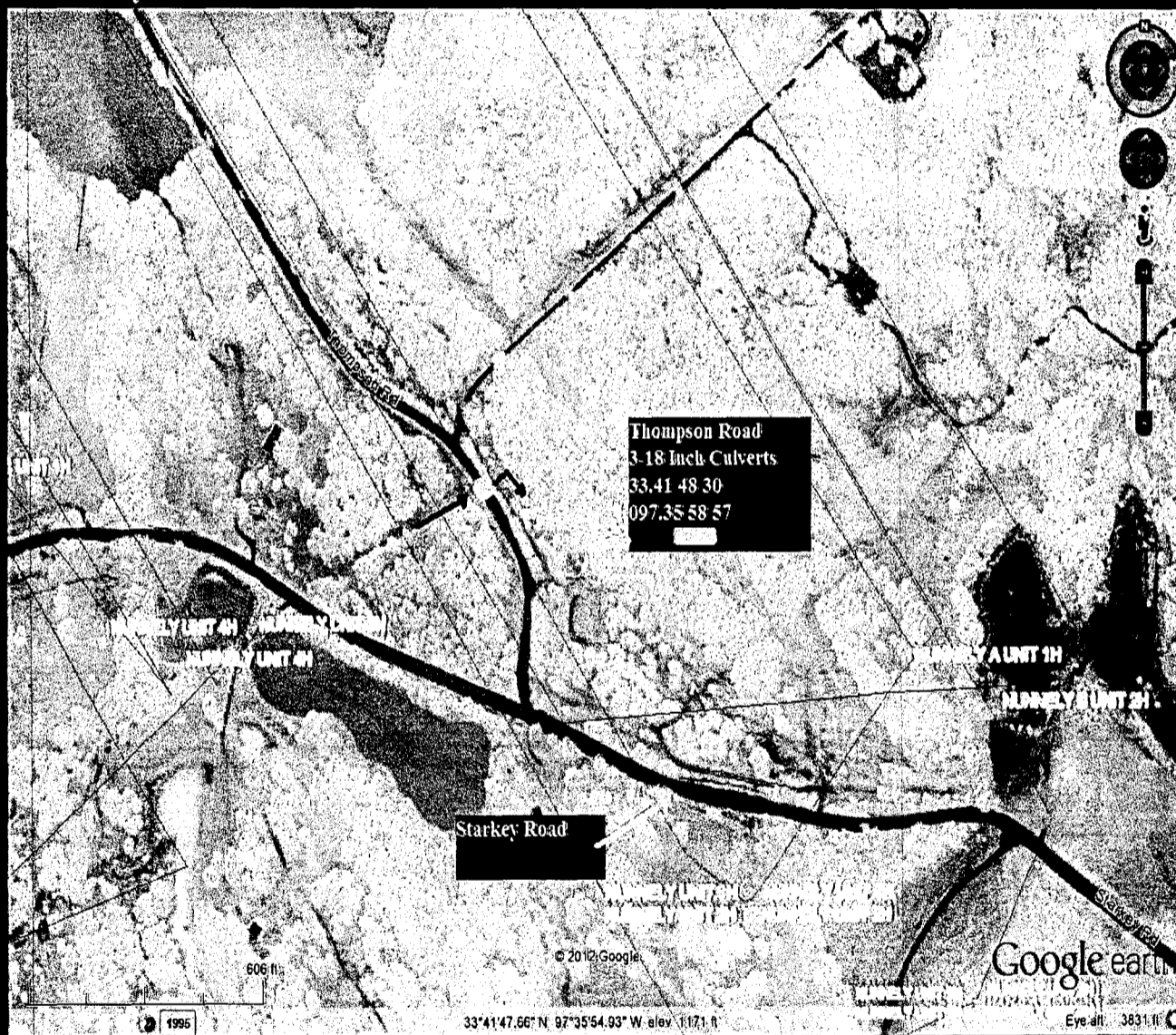
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

DATE 6/3/12

SIGNATURE H. Wilson



County Clerks Memo:
Portions of this document are
not legible and/or reproducible
when received, but recorded at
customer request.

H. Wilson
Deputy

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

STATE OF TEXAS X PIONEER NATURAL RESOURCES S
COUNTY OF MONTAGUE X

Now, on this the 9th day JUNE, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of PIONEER NATURAL RESOURCES USA, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on DOG KENNEL 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 3rd day of JULY, 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 PIONEER NATURAL RESOURCES USA, 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 PIONEER NATURAL RESOURCES USA, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said PIONEER NATURAL RESOURCES USA, INC., its successors and assigns, without further grant or procedure.

[Handwritten signature of Tommie Sappington]

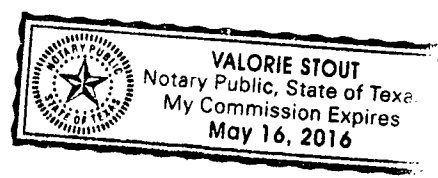
Tommie Sappington, County Judge

STATE OF TEXAS X PIONEER NATURAL RESOURCES
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 9th day of JUNE, 2012.

My commission expires:



[Handwritten signature of Valorie Stout]
Notary Public in and for Montague County, Texas

✓

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

DATE: 06/26/2012
NAME: Pioneer Natural Resources USA Inc.
ADDRESS: 925 University Drive, Fort Worth, Texas, 76107
CONTACT PERSON: Elizabeth Turner TELEPHONE NO. 214-926-1818
ROAD NAME: Dog Kennel Road
COMMISSIONER PCT. 1 (2) 3 4
GPS Coordinates: Latitude 33°29'25.0767" Longitude -97°45'44.0485"
(GPS Coordinates for Road Crossings)
 TEMPORARY X 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:

Pioneer Natural Resources is proposing to install a natural gas pipeline (SML2) by the means of a conventional bore method under Dog Kennel Road depicted on attached location drawing.

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 6/26/2012

SIGNATURE *Elizabeth Turner*

214-926-1818

MONTAGUE COUNTY, TEXAS

BLOCK 74 OUT OF PANOLA CSL SURVEY, A-587



LOCATION MAP
N.T.S.



1-800-245-4545
WWW.TEXASONECALL.COM

TEXAS ONE CALL SYSTEM

DRAWN BY: B.L.	DATE: 06/26/12	SML2 2.0_DOG KENNEL ROAD
CHECKED BY: E.S.H.	DATE: 06/26/12	
SCALE: N.T.S.	PAGE: 1 OF 1	

TRWA, INC.
925 UNIVERSITY DRIVE
FORT WORTH, TEXAS 76107
817-361-8839

TEXAS RIGHT OF WAY ASSOCIATES
MAPPING DIVISION
LICENSE NO. 1013880

PROPOSED PIPELINE PLAN/PROFILE
PIONEER NATURAL RESOURCES USA, INC.
CROSSING
DOG KENNEL ROAD
BLOCK 74 OUT OF PANOLA CSL SURVEY, A-587

MONTAGUE COUNTY,

TEXAS

County Clerk's Memo:
The files of this document are
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in any way, but recorded at
customer's request.

Deputy

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

STATE OF TEXAS X PIONEER NATURAL RESOURCES
COUNTY OF MONTAGUE X

Now, on this the 9th day JUNE, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of PIONEER NATURAL RESOURCES USA, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on BRIER CREEK 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 3rd day of JULY, 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 PIONEER NATURAL RESOURCES USA, 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 PIONEER NATURAL RESOURCES USA, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said PIONEER NATURAL RESOURCES USA, INC., its successors and assigns, without further grant or procedure.

Handwritten signature of Tommie Sappington

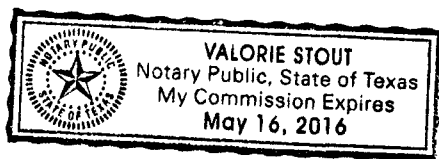
Tommie Sappington, County Judge

STATE OF TEXAS X PIONEER NATURAL RESOURCES
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 9th day of JUNE, 2012.

My commission expires:



Handwritten signature of Valorie Stout
Notary Public in and for Montague County, Texas

Handwritten checkmark

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

DATE: 6/22/2012

NAME: Pioneer Natural Resources USA Inc.

ADDRESS: 925 University Drive, Fort Worth, Texas, 76107

CONTACT PERSON: Shane Funk TELEPHONE NO. 940-389-5585

ROAD NAME: Brier Creek Rd. COMMISSIONER PCT. 1 **2** 3 4

GPS Coordinates: Latitude 33.541543 Longitude -97.862162
 (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:

Pioneer Natural Resources is proposing to open cut Brier Creek Rd and install a new culvert in place of the original, then install a 10" poly water line through the existing culvert. The installation of said line will be approximately 0.63 mile southeast from the intersection of Highway 287 and Brier Creek Rd. The origin of the line will be at the Bowie Water Treatment Plant using recycled water from the city of Bowie.

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: Bowie Water Treatment Plant

Water Site Physical Address: 922 FM 1125, Bowie, TX 76230 UTGCD ID#: N/A

Type of Water Used:

- Surface Water _____ Percentage
- Ground Water _____ Percentage
- Recycled Water 100 % Percentage

GPS Coordinates: Latitude 33.532980 Longitude -97.862162

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: lat 33.562520 lon -97.926032 County: Montague

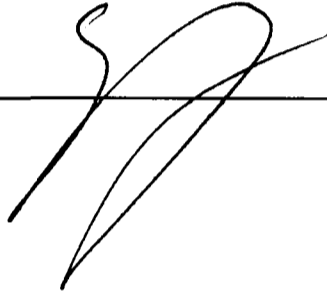
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No

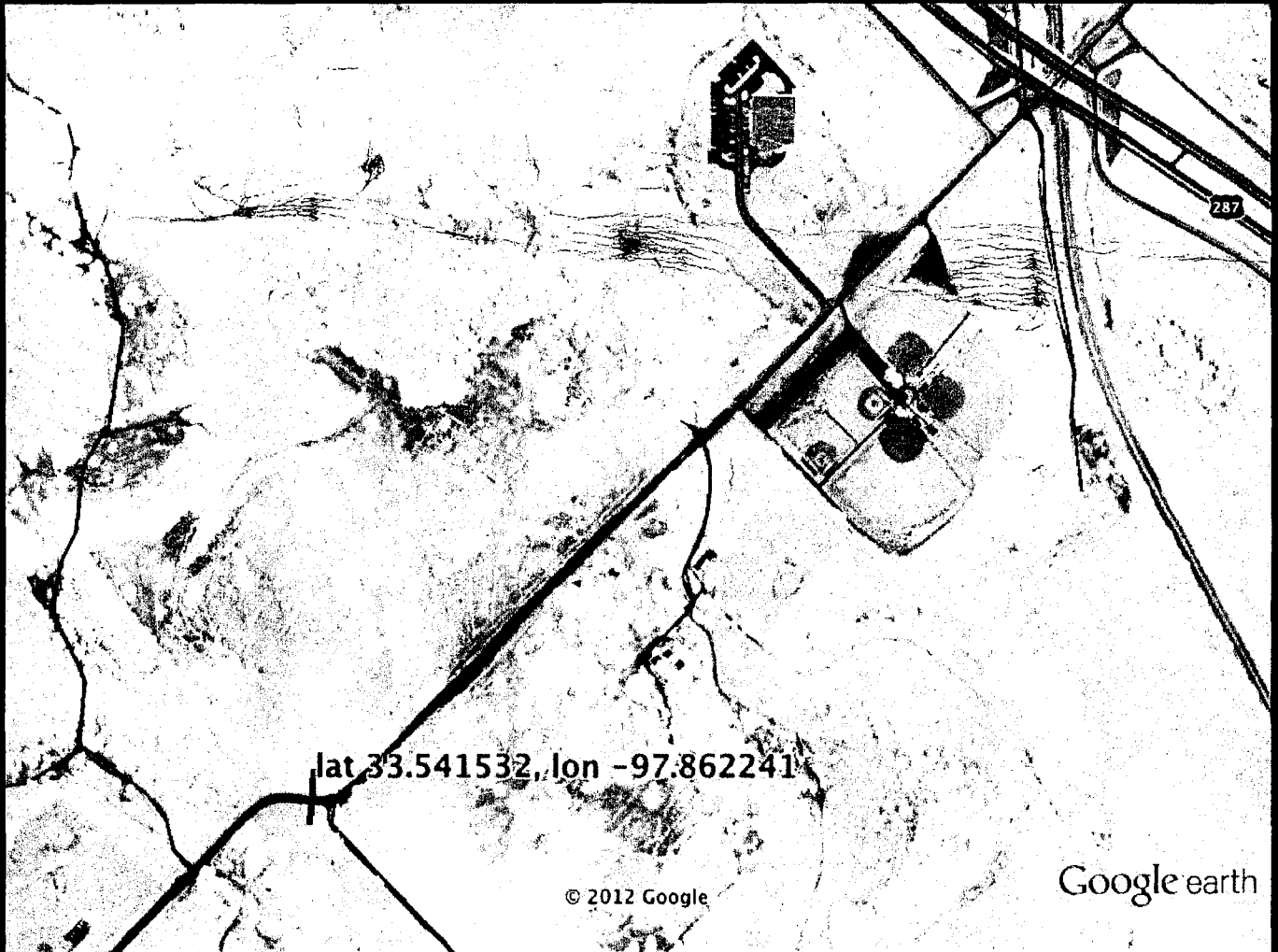
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

DATE 6/27/12

SIGNATURE 



Google earth



*Nothing is to be construed
as an admission of liability or
an acknowledgment of the
accuracy or reliability of the
information received, but recorded at
customer's request.*

Deputy