

THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

AUGUST TERM, 2012

COUNTY OF MONTAGUE

REGULAR SESSION

BE IN REMEMBERED, That on this 27th day of August, 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

#12-272-PUBLIC HEARING ON PROPOSAL TO INCREASE TAX RATE

No one present to speak.

Next public hearing was scheduled for September 6th and September 10th, 2012.

#12-273-APPROVAL OF MINUTES for August 13th and August 20th, 2012

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

All Voted For

Motion Carried

#12-274-APPROVE MONTHLY REPORTS

Motion by Commissioner Kernek and seconded by Commissioner Lewis to approve the monthly reports as presented in open court: County Clerk. Report Audits: County Clerk, Sheriff Fees, JP 1, JP 2, District Clerk, County Attorney, Advalorem Taxes.

All Voted For

Motion Carried

#12-275-PAY CLAIMS

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

All Voted For

Motion Carried

#12-276-DISCUSS AND CONSIDER LINE INMATE PHONE CONTRACT FROM SECURUS TECHNOLOGIES INC.

Motion by Commissioner Kernek and seconded by Commissioner Gamblin to approve the inmate phone contract with Securus Technologies, Inc., and give Judge Sappington authority to sign the contract.

All Voted For

Motion Carried

#12-277-DISCUSS, CONSIDER AND AUTHORIZE JUDGE SAPPINGTON TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN MONTAGUE COUNTY AND INDIGENT HEALTHCARE SOLUTIONS TO EXTEND THE CURRENT CONTRACT

Motion by Commissioner Lewis and seconded by Commissioner Langford to extend a one year contract between Montague County and Indigent Healthcare Solutions giving Judge Sappington authority to sign the contract.

All Voted For

Motion Carried

#12-278-DISCUSS AND CONSIDER 2013 CONSTABLE/SHERIFF FEES

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 27TH DAY OF AUGUST, 2012

COUNTY JUDGE

		
COMMISSIONER, PRECINCT #1		COMMISSIONER, PRECINCT #2
		
COMMISSIONER, PRECINCT #3		COMMISSIONER, PRECINCT #4

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

THE STATE OF TEXAS

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

Motion by Commissioner Kernek and seconded by Commissioner Langford to accept and adopt 2013 Sheriff/Constable Fees as presented.

All Voted For

Motion Carried

#12-279-DISCUSS AND CONSIDER EMERGENCY BUDGET AMENDMENTS FOR GENERAL FUND

Motion by Commissioner Langford and seconded by Commissioner Kernek to approve the emergency budget amendments for the general fund, in the amount of \$353,590.00, the majority if this being indigent defense fees.

All Voted For

Motion Carried

#12-280-DISCUSS AND CONSIDER LINE ITEM BUDGET ADJUSTMENTS FOR PCT # 4

Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the line item budget adjustments for Pct. # 4, transferring \$7,000.00 from salary line to the fuel line.

All Voted For

Motion Carried

#12-281-DISCUSS AND CONSIDER REQUEST OF COUNTY CLERK, GLENDA HENSON TO APPROVE AN ORDER OF ELECTION FOR THE NOVEMBER 6, 2012 ELECTION

Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the Order of Election for November 6, 2012, giving Judge Sappington authority to sign such order.

All Voted For

Motion Carried

#12-282-DISCUSS AND CONSIDER ACCEPTING BID FROM JERRY MILLER FOR LOT # 287, BLOCK 1, OAK SHORES SUBDIVISION SITUATED IN BLOCK 36, KAUFMAN COUNTY SCHOOL LAND, MONTAGUE, TEXAS

Motion by Commissioner Langford and seconded by Commissioner Gamblin to accept the bid from Jerry Miller for Lot # 287, Block 1, Oak Shores Subdivision located in Block 36, Kaufman County School Land Survey, in the amount of \$250.00.

All Voted For

Motion Carried

#12-283-DISCUSS AND CONSIDER AVAYA UC IP OFFICE PROPOSAL FROM WINDSTREAM

Motion by Commissioner Kernek and seconded by Commissioner Langford to accept the proposal from Windstream for Avaya UC IP Office. This being contingent upon approval from the County Attorney.

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 27TH DAY OF AUGUST, 2012

COUNTY JUDGE

Jon Kernek

 COMMISSIONER, PRECINCT #1

James Gamblin

 COMMISSIONER, PRECINCT #2

[Signature]

 COMMISSIONER, PRECINCT #3

Bob Langford

 COMMISSIONER, PRECINCT #4

ATTEST: *Glenda Henson*

 CLERK, COUNTY COURT AND EX-OFFICIO
 CLERK OF THE COMMISSIONERS COURT, MONTAGUE COUNTY, TEXAS.



THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

AUGUST TERM, 2012

COUNTY OF MONTAGUE

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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

#12-284-DISCUSS AND CONSIDER PUTTING SURPLUS ITEMS IN THE OCT. 6, 2012 MURPHEY'S AUCTION

Motion by Commissioner Langford and seconded by Commissioner Lewis to allow the County to put surplus items in the October 6, 2012 Murphey's Auction.

All Voted For

Motion Carried

#12-285-DISCUSS AND CONSIDER APPROVING INTERLOCAL COOPERATION CONTRACT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY (TDPS)

Motion by Commissioner Gamblin and seconded by Commissioner Langford to approve the Interlocal Cooperation Contract with Texas Department of Public Safety (TDPS), for JP 1 and JP 2, giving Judge Sappington authority to sign the contract.

All Voted For

Motion Carried

#12-286-DISCUSS AND CONSIDER OPTIONS TO CONVEY 9.88 ACRES, RICHARDS SURVEY, ABSTRACT 1656, MONTAGUE COUNTY, TEXAS

Motion by Commissioner Langford and seconded by Commissioner Lewis to convey the property that was struck off for 2 years being 9.88 acres in the Richards Survey, Abstract 1656, and to now sell in a Montague County Sheriff's Sale on the Courthouse steps.

All Voted For

Motion Carried

#12-287-DISCUSS AND CONSIDER REQUEST OF TARGA MIDSTREAM SERVICE, LLC TO APPROVE A ROAD CROSSING ON JIM NED ROAD, PCT 1

Motion by Commissioner Kernek and seconded by Commissioner Langford allow Targa to cross Jim Ned Road in Pct. # 1.

All Voted For

Motion Tabled

#12-288-DISCUSS AND CONSIDER REQUEST OF TARGA MIDSTREAM SERVICES, LLC TO APPROVE ROAD CROSSINGS ON DRY VALLEY ROAD AND POSEY BREWER ROAD, PCT # 2

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to allow Targa to cross Dry Valley and Posey Brewer Roads in Pct. # 2.

All Voted For

Motion Carried

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 27TH DAY OF AUGUST, 2012

COUNTY JUDGE

Jon Kernek

 COMMISSIONER, PRECINCT #1

James Gamblin

 COMMISSIONER, PRECINCT #2

[Signature]

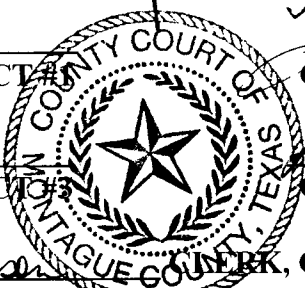
 COMMISSIONER, PRECINCT #3

[Signature]

 COMMISSIONER, PRECINCT #4

ATTEST: *Glenda Henson*

 COUNTY CLERK, COUNTY COURT AND EX-OFFICIO CLERK OF THE COMMISSIONERS COURT, MONTAGUE COUNTY, TEXAS.



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Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

#12-289-DISCUSS AND CONSIDER REQUEST OF PIONEER NATURAL RESOURCES TO APPROVE TEMPORARY ROAD CROSSINGS ON DEWEY ROAD AND JONES VALLEY ROAD IN PCT. # 1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow temporary crossings by Pioneer on Dewey and Jones Valley Roads in Pct. # 1

All Voted For

Motion Carried

#12-290-DISCUSS AND CONSIDER REQUEST OF PIONEER NATURAL RESOURCES TO APPROVE A TEMPORARY ROAD CROSSING ON DOG KENNEL ROAD IN PCT. # 2

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to allow Pioneer to cross Dog Kennel Road in Pct. # 2.

All Voted For

Motion Carried

#12-291-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC., TO APPROVE TEMPORARY FRAC LINES ON BERRY ROAD AND LITTLEFIELD ROAD IN PCT. # 1

Motion by Commissioner Kernek and seconded by Commissioner Gamblin to allow *EOG to lay temporary frac lines on Berry and Littlefield* Roads in Pct. # 1.

All Voted For

Motion Carried

#12-292-DISCUSS AND CONSIDER REQUEST OF EOG RERSOURCES, INC. TO APPROVE TEMPORARY ROAD CROSSINGS ON LITTLEFIELD ROAD AND PILOTS LOOP ROAD IN PCT. # 1

Motion by Commissioner Kernek and seconded by Commissioner Lewis to allow temporary road by EOG on Littlefield and Pilots Loop Roads in Pct. # 1.

All Voted For

Motion Carried

Meeting Adjourned....

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 27TH DAY OF AUGUST, 2012

COUNTY JUDGE

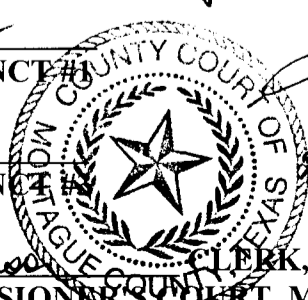
Jon Kernek
 COMMISSIONER, PRECINCT #1

James Gamblin
 COMMISSIONER, PRECINCT #2

[Signature]
 COMMISSIONER, PRECINCT #3

[Signature]
 COMMISSIONER, PRECINCT #4

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



August 27, 2012

Reports

County Clerk

Report Audits

County Clerk

Sheriff Fees

JP 1

JP 2

District Clerk

County Attorney

Advalorem Taxes

Jennifer Essary

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

August 22, 2012

Glenda Henson
County Clerk
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The County Clerk report for July 2012 was audited on August 22, 2012. The report listed the fees and fines collected for the month. The report was filed August 15, 2012 and signed by the elected official.

The July report totaled \$65,955.32. The following were collected and deposited into each fund:

General Fees	\$ 48,782.84
Road & Bridge Fines	\$ 4,867.00
Courthouse Security	\$ 1,523.00
Record Management	\$ 6,955.00
Record Preservation	\$ 559.00
BVS Preservation	\$ 77.00
Technology	\$ 48.00
State Fees	\$ 4,143.48

The July 2012 report was up by \$78.07 from June 2012. General Fees were up by \$9,282.15, R&B fines were down by \$10,450.00, Courthouse Security was up by \$195.00, Record Management was up by \$725.00, Record Preservation was down by \$9.00, BVS Preservation was down by \$17.00, Technology was down by \$12.00 and State Fees were up by \$363.92 from last month. The July 2012 report was up by \$6,781.88 from July 2011. General Fees were up by \$3,745.44, R&B fines were down by \$493.00, Courthouse Security up by \$311.00, Record Management up by \$1,860.00, Record Preservation was up by \$249.00, BVS Preservation was down by \$17.00, and Technology was up \$40.00 and State Fees up by \$1,086.44 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

August 16, 2012

Paul Cunningham
Sheriff
and
Montague County
Commissioners Court

Dear Gentlemen,

The Sheriff report for July 2012 was audited on August 16, 2012. The report listed the total collections for the month. A copy of the receipt's journal was attached for reference. The report was filed August 6, 2012.

The total money collected for the month and deposited with the County Treasurer were \$3,700.55. The following were collected:

Cash Bonds	\$ 1,500.00
Sheriff Fees	\$ 0.00
Constable Fees	\$ 965.00
Bond Fees	\$ 0.00
Offense Report Fee	\$ 36.35
Notary Fee	\$ 0.00
Ins & Outs	\$ 269.20
Bail Bond Fee	\$ 930.00
Inmate Medical Fee	\$ 0.00

The Sheriff and Constable Fees for July 2012 was down by \$151.65 from June 2012 and up by \$206.35 from July 2011.

The work papers for the Sheriff 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

August 16, 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 August 16, 2012. The report listed the fees and fines collected for the month of July. The report was filed on August 9, 2012 and signed by the elected official.

The July report totaled \$42,976.35. The following were collected for the month.

General Fees	\$28,797.66
Courthouse Security	\$ 625.83
Tech Fund Fees	\$ 629.86
State Fees	\$ 12,923.00

The July 2012 report was up by \$7,630.10 from June 2012. General Fees were up by \$4,465.76, Courthouse Security was up by \$113.04, Tech Fees were up by \$120.05 and State Fees were up by \$2,931.25 from last month. The July 2012 report was down by \$8,478.15 from July 2011. General Fees were down by \$5,897.92, Courthouse Security down by \$113.05, Tech Fees down by \$115.94, and State Fees down by \$2,351.24 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

August 16, 2012

David Allen
Justice of the Peace #1
and
Montague County
Commissioners Court

Dear Gentlemen,

The Justice of the Peace, Precinct #1 report for July was audited August 16, 2012. The report listed the fees and fines collected for the month. The report was filed on August 6, 2012 and signed by the elected official.

The monthly report totaled \$13,263.00. The following were collected for the month:

General Fees	\$ 7,437.50
Courthouse Security	\$ 272.00
Tech Fund Fees	\$ 272.00
State Fees	\$ 5,281.50

The July 2012 report was up by \$5,642.50 from June 2012. General Fees were up by \$3,262.25, Courthouse Security fees were up by \$121.00, Tech Fees were up by \$124.00 and State Fees up by \$2,135.25 from last month. The July 2012 report was down by \$410.00 from July 2011. General Fees were down \$705.70, Courthouse Security up by \$37.00, Tech Fees were up by \$40.00 and State Fees up by \$218.70 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 #1 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

August 15, 2012

Lesia Darden
District Clerk
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The District Clerk report for July 2012 was audited on August 15, 2012. The report listed the fees and fines collected for the month. The report was filed August 9, 2012 and signed by the elected official.

The monthly report totaled \$21,680.65. The following were collected and deposited into each fund:

General Fees	\$ 15,545.15
Courthouse Security	\$ 205.00
Record Management	\$ 258.50
Record Preservation	\$ 200.00
Archive Fee	\$ 185.00
Tech Fee	\$ 370.00
State Fees	\$ 4,917.00

The July 2012 report was down by \$2,026.55 from the June 2012 report. General Fees were down by \$3,138.05, Courthouse Security went up by \$54.00, Record Management Fees went up by \$54.00, Record Preservation Fees went up by \$17.50, Archive Fee went up by \$30.00, Tech Fee went up \$34.00 and State Fees went up \$922.00 from last month. The July 2012 report was up by \$3,842.04 from July 2011. General Fees were up by \$3,609.04, Courthouse Security was up by \$37.00, Record Management went down by \$15.50, Record Preservation went down by \$20.00, Archive Fee went down \$30.00, Tech Fees went down \$64.00, and State Fees went up by \$325.50 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

August 15, 2012

Ron Walker
County Attorney
AND
Montague County
Commissioners Court

Dear Gentlemen:

The County Attorney Hot Check Fund Report for July was audited on August 15, 2012. The report listed the total restitution, county attorney fees, victim fees, and administration fees collected for the month. The report was filed in the County Auditor's office on August 1, 2012 and was signed by the elected official.

The July report totaled \$3,880.54. The following were collected for the month by the County Attorney's office:

Administration Fees	\$64.00
Hot Check Fees	\$593.51
Victim Fees	\$717.84
Restitution	\$2,505.19

The County Attorney Hot Check fees for July were up \$259.35 and the Administration fees were up \$34.00 from last month. The County Attorney Hot Check fees for July 2012 were down \$800.70 and Administration fees were down \$13.78 from fiscal year 2011 at this time.

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

The work papers for the County Attorney Hot Check Fund report 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

August 15, 2012

Sydney Nowell
Tax A/C
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The Ad Valorem report for July 2012 was audited on August 15, 2012. The report listed the revenue collected for the month. The report was filed August 7, 2012 and signed by the elected official.

The report totaled \$92,004.16. The following were collected and deposited into each fund:

Current Collections	\$ 73,945.73
Delinquent Collections	\$ 6,676.38
Penalty & Interest	\$ 10,382.16
Fees	\$ 992.97
Interest	\$ 6.92

The July 2012 report was down by \$140,245.99 from the June 2012 report. Current collections are down by \$142,079.43, Delinquent Collections went up by \$569.23, Penalty & Interest went up by \$1,647.28, Fees went down by \$385.60, and Interest went up by \$2.53 from last month. The July 2012 report was up by \$15,684.33 from July 2011. Current Collections were up by \$21,938.37, Delinquent Collections were down by \$7,389.32, Penalty & Interest went up by \$933.79, Fees went up by \$204.67 and Interest went down by \$3.18 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 Tax Ad Valorem monthly report audit are on file in the County Auditor's office.

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th Judicial District Judge

Master Services Agreement
Montague County (TX)
A300073

This Master Services Agreement (this "Agreement") is by and between Montague County ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the later of August 5, 2012 or the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. Use of Applications. You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. Term. The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 72 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for 4 successive periods of 12 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to

existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or reinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-

defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

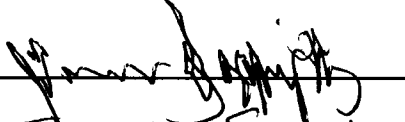
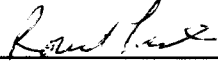
17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment

received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Montague County</p> <p>By: <u></u> Name: <u>Tommie Sappington</u> Title: <u>County Judge</u> Date: <u>08-27-2012</u></p> <p><u>Customer's Notice Address:</u> P.O. Box 127 Montague, TX 76251</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: <u></u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>9-5-12</u></p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Schedule

Montague County (TX)

A300073

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Montague County ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Montague County Sheriff's Department 100 Grand Street Montague, TX 76251	SCP	70.5%	Gross Revenues	P.O. Box 127 Montague, TX 76251

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	Personal computer (PC) with a minimum 1 gigahertz (GHz) or processor clock speed recommended; Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended higher
Operating System	Windows XP

Browser	Microsoft Internet Explorer 6.0 or better
Memory	At least 128 megabytes (MB) of RAM; 256 MB for optimum speed
Drive	CD-ROM or DVD drive
Display	Super VGA (1,024 x 768) or higher-resolution video adapter and monitor
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	Internet access

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATIONS(S)*.

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.

2. Priority Classifications. Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

3. Response Times. After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

4. Response Process. In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. Performance of Service. All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives are available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@Securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™ Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

INMATE DEBIT

DESCRIPTION:

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate Friends & Family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by Friends & Family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account

to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

INVOICING AND COMPENSATION:

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt. Provider shall pay Customer the commission percentage that Provider earns through the completion of Debit calls placed from Customer's Facilities as specified in the chart below. Provider reserves the right to deduct call credits from usage. Provider shall remit the commission for a calendar month to Customer on or before the 30th day after the end of the calendar month in which the Debit calls were made (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Debit Commission Percentage
Montague County Sheriff's Department 100 Grand Street Montague, TX 76251	70.5%

PREPAID CALLING CARDS

PREPAID CALLING CARD SERVICES. The Customer hereby requests that all Prepaid Calling Cards shall be sold by the Customer's commissary operator identified herein to the inmates and detainees at the Facilities identified below.

COMPENSATION. The Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with any compensation agreement entered into between the Customer and its commissary operator.

VALIDATION. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

CHANGE IN COMMISSARY OPERATOR. Customer shall notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change shall be effective on the date that Provider receives the notice.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Montague County Sheriff's Department 100 Grand Street Montague, TX 76251	Swanson Services Corporation

COMMISSARY ORDER BY PHONE

DESCRIPTION:

Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. The Customer's commissary operator provides an interactive voice response system ("IVR") and a speed-dial number (800#) into the commissary's IVR. The Customer hereby requests that the Provider work with its commissary operator identified below to set up and active Commissary Order by Phone at the Facility named in the chart below:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Commissary Operator
Montague County Sheriff's Department 100 Grand Street	Swanson Services Corporation

Montague, TX 76251	
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CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.


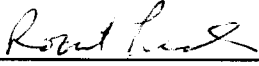
Exhibit A: Customer Statement of Work**Montague County (TX)****A300073**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Montague County ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 1 year. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Montague County</p> <p>By:  Name: <u>Tommie Spappington</u> Title: <u>County Judge</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By:  Name: Robert Pickens Title: Chief Operating Officer</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Memorandum Of Understanding

This Memorandum of Understanding (MOU) is by and between Indigent Healthcare Solutions, hereinafter called "IHS" and **Montague County, Texas**, hereinafter called "Client".

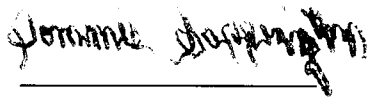
This MOU is intended to document that both parties intend to extend for an equal period of time and for equal cost considerations the following documents which are effective until October 1, 2012.

- Data Processing Services Agreement
- Attachment A To The Data Processing Services Agreement
- Attachment B Non Exclusive License Agreement
- Schedule A To Non Exclusive License Agreement
- Business Associate Agreement
- Addendum To The Data Processing Services Agreement For Red Book Codes
- CPT Addendum To The Data Processing Services Agreement

Such an extension is provided for in Section 2 "TERM" of the Data Processing Services Agreement. Upon execution of this MOU by both parties, the aforementioned documents shall be extended for a period of two (2) years beginning October 1, 2012 until October 1, 2014.

This MOU shall become effective when executed and except as modified herein, all of the Terms and Conditions of the listed agreements shall remain in full force and affect.

Client



Hon. Tommie Sappington
Interim County Judge

August 27, 2012

IHS



Robert Baird
President

8/3, 2012

MONTAGUE COUNTY

CONSTABLE/SHERIFF'S FEES

All Citations.....	\$100.00
Subpeonas.....	\$100.00
Summons.....	\$100.00
Posting Notice in Public Place.....	\$50.00 per place
Writ of Attachment(+)	\$125.00
Writ of Garnishment.....	\$125.00
Writ of Sequestration.....	\$125.00
Writ of Possession.....	\$125.00
(If move out exceeds 2 hours, cost per hour/per deputy).....	\$30.00
Order of Sale (*).....	\$125.00
Any other service not listed.....	\$100.00

(*) County Commission due based on percent of monies collected

10% up to and including \$20,000.00

4% of amounts over \$20,000.00

(+) For Writ & Order of Sale served outside Montague County which exceed 2 hours:

Additional Fee per hour/per officer.....\$30.00

(plus mileage at the standard business rate set by the Internal Revenue Service for mileage required for an officer to perform service and to return from performing that service.)

Emergency Budget Amendments


The following Emergency Budget Amendments were approved in Commissioner's Court under LGC 111.010 and represent a grave public necessity. The figures only represent the total dollar amount per Fund.

General Fund	\$353,590.00
R&B 1	\$0.00
R&B 2	\$0.00
R&B 3	\$0.00
R&B 4	\$0.00
R&B 123	\$0.00
Jail Const.	\$0.00

For a detail of the above figures please refer to the attached spreadsheets.

Approved August 27, 2012

Signed:



Tommie Sappington, County Judge

Jennifer Essary, County Auditor

ORDER OF ELECTION

An election is hereby ordered to be held on November 6, 2012 for the purpose of: Electing Officers of Montague County Government.

- County Attorney**
- Sheriff**
- Tax-Assessor Collector**
- County Commissioner Pct 1**
- County Commissioner Pct 3**
- Constable Pct 1**
- Constable Pct 2**

Early voting by personal appearance will be conducted each weekday at:
Montague County Courthouse 1st floor (basement), 101 E. Franklin St., Montague, Texas
Nocona Community Room, 807 W. Hwy 82, Nocona, Texas
City of Bowie Community Room, 307 N. Mason St., Bowie, Texas
between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, October 22nd, 2012 and ending on Friday, November 2nd, 2012.

Applications for ballot by mail shall be mailed to:
Montague County Clerk, Glenda Henson
PO Box 77
Montague, Texas 76251

Applications for ballots by mail must be received no later than the close of business on Oct. 30, 2012.

Issued this the ^{29th} day of August, 2012



County Judge

7-31-12

I would like to make a bid of \$250,00
on Lot # 287 of OAK Shores Nocona TX
Lot 287 Being on Pecan St of oak Shores
55004-0000 - 0287-0000

Jerry miller

120 East CT

Nocona, TX 76255

Phone # 940-531-0480

Jerry Miller

7-31-12



Avaya UC IP Office Proposal

Customized for

Montague County Courthouse

Presented By:

Stephanie Kirk

AE

817-219-1936

stephanie.a.kirk@windstream.com

Wednesday, August 15, 2012



Equipment Purchase Summary

Windstream is pleased to present the following solution for your consideration:

Date Prepared: August 15, 2012

Customer Name: Montague County Courthouse

Windstream Contact: Stephanie Kirk
817-219-1936

Avaya IP Office Preferred Edition includes: 39 - 9608 IP Sets, 8 - 1616 IP Sets, 8 - 12 Button BLF's, 40 - Nortel Digital Station Ports, 47 - Unified Messaging Licenses, Voice Mail Pro, One X Portal, 5 - 24 Port POE Switches, Data Rack, UPS and Surge Protection.



Equipment Purchase Summary

Quote valid for 30 days.

Windstream is pleased to present the following pricing for your consideration:

Date Prepared: August 15, 2012

Customer Name: Montague County Courthouse

**Windstream Contact: Stephanie Kirk
817-219-1936**

This proposal includes complete installation of the proposed equipment. Windstream will install the new system based on the scope of work provided with this proposal. Onsite training of system features will be conducted at the time of installation if covered in the scope of work.

Direct Purchase Price:	\$	43,188.84
50% Down Payment:	\$	21,594.42
50% Balance Upon Completion:	\$	21,594.42

* Based on qualification

GreatAmerica Rental Program: No risk rental program that allows upgrading to new technology without penalty

Monthly Rental Rate:	\$	-	Number of Months:
Advanced Payment:	\$	-	

Fair Market Value: Lessee may purchase equipment on an "all or none" basis at its then FMV

Monthly Lease Rate:	\$	-	Number of Months:
Advanced Payment:	\$	-	

\$1 Buyout: Lessee must purchase equipment for \$1 at the end of the lease term

Monthly Lease Rate:	\$	-	Number of Months:
Advanced Payment:	\$	-	

Pricing does not include any state or local sales taxes.

This quote assumes the use of existing cabling. Additional cabling/wiring is not included in this proposal, but may be quoted separately if desired.



**Windstream Maintenance and Service Plans
For your Avaya IP Office**

Quote Valid for 30 Days

Date Prepared: August 15, 2012

Customer Name: Montague County Courthouse

Windstream Contact: Stephanie Kirk
817-219-1936

Enhanced	Monthly Rate	Annual Rate
With Monitoring, excl. phones	\$255.50	\$3,066.00
With Monitoring, incl. phones	\$334.35	\$4,012.20
Without Monitoring, excl. phones	\$232.50	\$2,790.00
Without Monitoring, incl. phones	\$311.35	\$3,736.20

With Monitoring, excl. phones	\$314.25	\$3,771.00
With Monitoring, incl. phones	\$393.10	\$4,717.20
Without Monitoring, excl. phones	\$291.25	\$3,495.00
Without Monitoring, incl. phones	\$370.10	\$4,441.20

Note: The cost of any MANUFACTURER maintenance and/or warranties/extended warranties is included in the quote for the Equipment. The maintenance plans quoted above are Windstream-provided and do not include manufacturer maintenance/support plans which may be required by the manufacturer, depending on the Equipment quoted herein.



Montague County Courthouse

Parts List

Quote Number: 201205200797

8/15/2012

Quote valid for 30 days from date above.

1	IPO IP500 V2 CNTRL UNIT	\$	441.60
1	IPO IP500 V2 SYS SD CARD MUL	\$	33.97
39	IP PHONE 9608	\$	7,872.24
8	IP PHONE 1616-I BLK	\$	1,913.77
8	IP PHONE 1600 SERIES 32B MOD BLK	\$	953.71
8	PWR ADPTR 5V 1600 SER IP PHONE US	\$	57.63
8	96XX RPLCMNT LINE CORD	\$	64.76
1	IPO R8.1 USER/ADMIN SET DVD	\$	13.04
1	IPO R8.0 APPL SRVR DVD	\$	12.90
1	IPO/B5800 ISDN RJ45/RJ45 3M RED	\$	3.26
1	IPO IP500 EXTN CARD TCM-8 DGTL STA 8	\$	373.66
1	IPO IP500 EXP MOD DS30A DGTL ST RJ21	\$	2,561.30
1	IPO/B5800 IP500 TRNK PRI UNVRSL SNGL	\$	645.42
1	IPO MC VCM 32 V2	\$	118.89
2	IPO/B5800 IP500 RACK MNTG KIT	\$	81.54
2	PWR CORD NA 18AWG 10 Amp AC	\$	24.47
1	IPO R8+ ESSNTL EDITION+ LIC	\$	336.29
2	IPO LIC R6+ OFF WORKER 20	\$	2,152.31
1	IPO LIC R6+ OFF WORKER 5	\$	302.66
2	IPO LIC R6+ OFF WORKER 1	\$	134.54
1	IPO LIC VM PRO RFA 4 LIC:CU	\$	1,953.23
1	IPO R8.0+ UC MOD	\$	2,034.77
2	IPO LIC IP500 T1 ADD 8CH	\$	991.91
2	IPO LIC R6+ AV IP ENDPOINT 20	\$	1,691.67
1	IPO LIC R6+ AV IP ENDPOINT 5	\$	237.79
2	IPO LIC R6+ AV IP ENDPOINT 1	\$	101.88

[REDACTED]		
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[REDACTED]		
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1	Station Connection Equipment	\$	-
5	NetVanta 1234 POE 24 Port Lyr2 Ethernet Switch with dual Gigabit uplinks +POE power 2 combo ports	\$	4,737.33
1	TRIPLITE UPS 1200VA 120volt input	\$	483.26
40	LYNN PATCH CORD WITH BOOT RJ45 BLUE CAT5E 5 FOOT	\$	35.11
1	CHATSWORTH 7'X19" STANDARD BLACK FREE STND RACK	\$	137.42
4	HUBBLE 24 PORT PATCH PANEL T568B CAT 5e 1RU	\$	535.88
8000	SUP/ESSEX CAT5E CMP PLENUM 24 GA 4 PR 1000 FT BOX BLUE per foot	\$	1,972.96
100	HUBBLE FACEPLATE 1 PORT S-GANG WHITE	\$	163.02
100	HUBBLE T568A/B 8 POSITION JACK INSERT CAT5E ORANGE	\$	494.63

[REDACTED]		
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Installation Charges	\$	5,425.00
Professional Services (Training, Database Collection, Project Management)	\$	4,095.00



TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN TEXAS 78773-0001
512/424-2600



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS

COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A.CYNTHIA LEON

August 3, 2012

VOL 14 PAGE 210

MONTAGUE COUNTY COURT
PO BOX 475
MONTAGUE TX 76251

Dear Court Administrator:

You currently have a contract for the Failure To Appear Program offered by the Driver License Division under Transportation Code Chapter 706.

During the 82nd Legislative Session, Section 706.005 was amended to require courts to immediately notify us when no cause exists to continue to deny renewal of a person's driver license. Under the existing contract, courts are required to report compliance within 5 business days.

To continue this contract, your court must complete and submit the enclosed amended contract. Please complete all of the appropriate entries on the contract, and arrange for the approval and signature of the presiding official authorized to sign contractual documents in your jurisdiction (mayor, city manager, county judge, etc.) within 45 days of the receipt of this letter.

Only 1 original signed contract should be submitted for each political subdivision; if you require a final copy for your records, please indicate so when you return the document. Signed contracts must be returned to:

Texas Department of Public Safety
Attn: Enforcement and Compliance Service
P.O. Box 4087
Austin, Texas 78773-0320

After the contract has been returned, it will be processed for approval. Any changes made to this contract by the political subdivision will result in the rejection of the contract. Should you have further questions, please contact a Customer Service Representative at 512-424-5727.

Respectfully,

Manager
Enforcement and Compliance Service

RH: tfp

Enclosure

“Department” or “TDPS” means the Texas Department of Public Safety.

“Failure to Appear Program” or “FTA Program” refers to the implementation efforts of all parties, including those system components provided by the TDPS, local political subdivisions and the Vendor, including the FTA System.

“Failure to Appear System” or “FTA System” refers to the goods and services, including all hardware, software, consulting services, telephone and related support services, supplied by the Vendor.

“FTA Software” refers to computer software developed or maintained now or in the future by the Vendor to support the FTA System.

“Originating Court” refers to the court in which an applicable violation has been filed for which a person has failed to appear or failed to pay or satisfy a judgment and which has submitted an appropriate FTA Report.

“State” refers to the State of Texas.

“Local political subdivision” refers to a city or county of the State of Texas.

Unless otherwise defined, terms used herein shall have the meaning assigned by Texas Transportation Code Chapter 706 or other relevant statute. Terms not defined in this Contract or by other relevant statutes shall be given their ordinary meanings.

IV. Governing Law

This Contract is entered into pursuant to Texas Government Code Chapter 791 and is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

V. Venue

The parties agree that this Contract is deemed performable in Travis County, Texas, and that venue for any suit arising from the interpretation or enforcement of this Contract shall lie in Travis County, Texas.

VI. Application and Scope of Contract

This Contract applies to each FTA Report submitted to and accepted by the TDPS or the Vendor by the local political subdivision pursuant to the authority of Texas Transportation Code Chapter 706.

VII. Required Warning on Citation for Traffic Law Violations

A peace officer authorized to issue citations within the jurisdiction of the local political subdivision shall issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning shall be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

VIII. FTA Report

If the person fails to appear or fails to pay or satisfy a judgment as required by law, the local political subdivision may submit an FTA Report containing the following information:

- (1) the jurisdiction in which the alleged offense occurred;
 - (2) the name of the local political subdivision submitting the report;
 - (3) the name, date of birth and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
 - (4) the date of the alleged violation;
 - (5) a brief description of the alleged violation;
 - (6) a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
 - (7) the date that the person failed to appear or failed to pay or satisfy a judgment;
- and
- (8) any other information required by the TDPS.

There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The local political subdivision must make reasonable efforts to ensure that all FTA Reports are accurate, complete and non-duplicative.

IX. Clearance Reports

The originating court that files the FTA Report has a continuing obligation to review the report and promptly submit appropriate additional information or reports to the Vendor or the TDPS. The clearance report shall identify the person, state whether or not a fee was required, advise the TDPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately from the time and date that the originating court receives appropriate payment or other information that satisfies the citizen's obligation to that court.

To the extent that a local political subdivision utilizes the FTA Program by submitting an FTA Report, there is a corresponding obligation to collect the statutorily required \$30.00 administrative fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the originating court shall not require payment of the administrative fee. The local political subdivision shall submit a clearance report immediately advising the TDPS to lift the denial of renewal and identifying the grounds for the action.

The local political subdivision must immediately file a clearance report upon payment of the administrative fee and:

- (1) the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
- (2) the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
- (3) the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
- (4) the payment or discharge of the fine and cost owed on an outstanding judgment of the court; or
- (5) other suitable arrangement to pay the fine and cost within the court's discretion.

The TDPS will not continue to deny renewal of the person's driver license after receiving notice from the local political subdivision that the FTA Report was submitted in error or has been destroyed in accordance with the local political subdivision's record retention policy.

X. Compliance with Law

The local political subdivision understands and agrees that it will comply with all local, state and federal laws in the performance of this Contract, including administrative rules adopted by the TDPS.

XI. Accounting Procedures

An officer collecting fees pursuant to Texas Transportation Code §706.006 shall keep separate records of the funds and shall deposit the funds in the appropriate municipal or county treasury. The custodian of the municipal or county treasury may deposit such fees in an interest-bearing account and retain the interest earned thereon for the local political subdivision. The custodian shall keep accurate and complete records of funds received and disbursed in accordance with this Contract and the governing statutes.

The custodian shall remit \$20.00 of each fee collected pursuant to Texas Transportation Code §706.006 to the Comptroller on or before the last day of each

calendar quarter and retain \$10.00 of each fee for payment to the Vendor and credit to the general fund of the municipal or county treasury.

XII. Payments to Vendor

The TDPS has contracted with OmniBase Services of Texas ("Vendor"), a corporation organized and incorporated under the laws of the State of Texas, with its principal place of business in Austin, Texas, to assist with the implementation of the FTA Program.

Correspondence to the Vendor may be addressed as follows:

OmniBase Services of Texas
7320 North Mo Pac Expressway, Suite 310
Austin, Texas 78731
(512) 346-6511 ext. 100; (512) 346-9312 (fax)

The local political subdivision must pay the Vendor a fee of \$6.00 per person for each violation which has been reported to the Vendor and for which the local political subdivision has subsequently collected the statutorily required \$30.00 administrative fee. In the event that the person has been acquitted of the underlying charge, no payment will be made to the Vendor or required of the local political subdivision.

The parties agree that payment shall be made by the local political subdivision to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the local political subdivision.

XIII. Litigation and Indemnity

In the event that the local political subdivision is aware of litigation in which this Contract or Texas Transportation Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision, the local political subdivision shall make a good faith effort to notify the TDPS immediately.

Each party may participate in the defense of a claim or suit affecting the FTA Program, but no costs or expenses shall be incurred for any party by the other party without written consent.

To the extent authorized by law, the local political subdivision City agrees to indemnify and hold harmless the TDPS against any claims, suits, actions,

damages and costs of every nature or description arising out of or resulting from the performance of this Contract, and the local political subdivision City further agrees to satisfy any final judgment awarded against the local political subdivision City or the TDPS arising from the performance of this Contract, provided said claim, suit, action, damage, judgment or related cost is not attributed by the judgment of a court of competent jurisdiction to the sole negligence of the TDPS.

It is the agreement of the parties that any litigation involving the parties to this Contract may not be compromised or settled without the express consent of the TDPS, unless such litigation does not name the TDPS as a party.

This section is subject to the statutory rights and duties of the Attorney General for the State of Texas.

XIV. Contract Modification

No modifications, amendments or supplements to, or waivers of, any provision of this Contract shall be valid unless made in writing and executed in the same manner as this Contract.

XV. Severability

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance therefrom.

XVI. Multiple Counterparts

This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes, collectively, one Contract. But, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

XVII. Effective Date of Contract

This Contract shall be in effect from and after the date that the final signature is set forth below. This Contract shall automatically renew on a yearly basis. However, either party may terminate this Contract upon thirty days written notice to the other party. Notice may be given at the following addresses:

Local political subdivision

County of Montague
P.O. Box 475
Montague, TX 76251
(940) 894-3999

Texas Department of Public Safety

Attn: Enforcement and Compliance Service
5805 North Lamar Boulevard
Austin, Texas 78773-0001
(512) 424-5311 [fax]

Notice is effective upon receipt or three days after deposit in the U. S. mail, whichever occurs first. After termination, the local political subdivision has a continuing obligation to report dispositions and collect fees for all violators in the FTA System at the time of termination.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

Sheri Gipson
Deputy Administrator

Date

LOCAL POLITICAL SUBDIVISION*

Dominic J. [Signature]
Authorized Signature

Montague County Judge
Title

August 27, 2012
Date

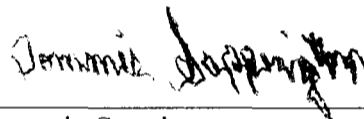
*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the local political subdivision. Each signature block must contain the person's title and date.

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

STATE OF TEXAS X TARGA MIDSTREAM SERVICES LLC
X
COUNTY OF MONTAGUE X

Now, on this the 27TH day AUGUST, 2012, at a Regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of TARGA MIDSTREAM SERVICES LLC., for a permit and right-of-way to lay, construct, maintain, operate a road crossing, on JIM NED ROAD, located in Precinct #1 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17TH day of AUGUST, 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 TARGA MIDSTREAM SERVICES LLC., 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 TARGA MIDSTREAM SERVICES LLC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said TARGA MIDSTREAM SERVICES LLC., its successors and assigns, without further grant or procedure.



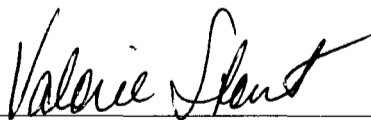
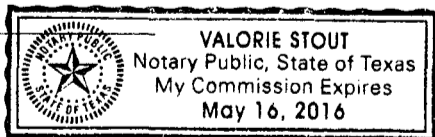
Tommie Sappington,
Montague County Judge

STATE OF TEXAS X TARGA MIDSTREAM SERVICES LLC
X
COUNTY OF MONTAGUE X

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

Given under my hand and seal of office this 27TH day of AUGUST, 2012.

My commission expires:



Notary Public in and for Montague
County, Texas

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

Bore

DATE: August 9, 2012

NAME: Targa Midstream Services LLC
ADDRESS: 4401 North I-35, Suite 303, Denton, Texas 76207

CONTACT PERSON: Theresa Endsley TELEPHONE NO. 940-484-9753

ROAD NAME: Jim Ned Road COMMISSIONER PCT. (1) 2 3 4

GPS Coordinates: Latitude 33.61594 Longitude 97.63285
(GPS Coordinates for Road Crossings)

 TEMPORARY X PERMANENT X PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done: Targa will be crossing Jim Ned Road approximately 0.95 miles southwest of its intersection with FM 3206 with a 10 inch poly pipeline in-order to connect new well in the area into our existing system. Road crossing will be performed by bore method.

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: _____

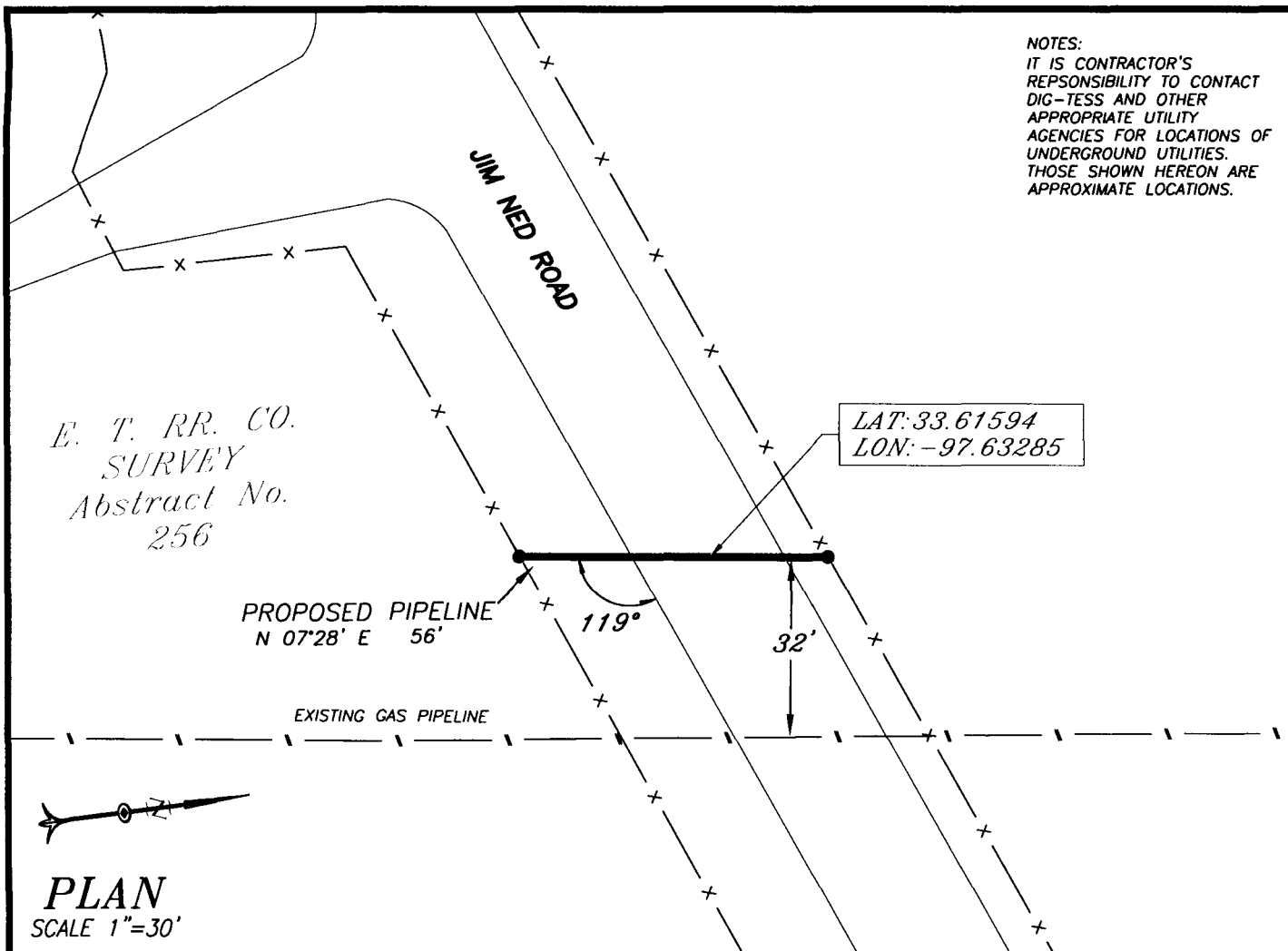
Well Site Physical Address: _____ UTGCD ID#: _____

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	_____	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude _____ Longitude _____

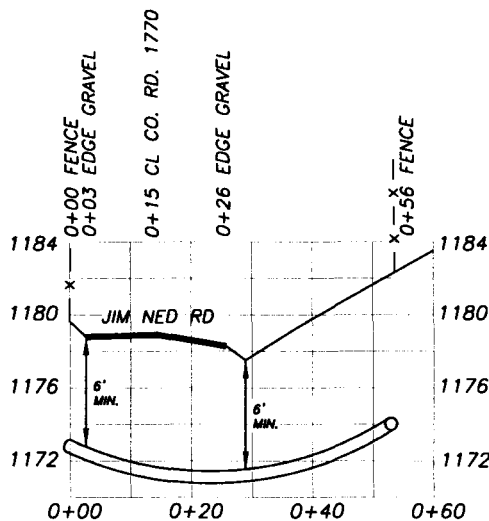
NOTES:
IT IS CONTRACTOR'S
RESPONSIBILITY TO CONTACT
DIG-TESS AND OTHER
APPROPRIATE UTILITY
AGENCIES FOR LOCATIONS OF
UNDERGROUND UTILITIES.
THOSE SHOWN HEREON ARE
APPROXIMATE LOCATIONS.



LAT: 33.61594
LON: -97.63285

PLAN
SCALE 1"=30'

PROFILE
SCALE: HOR. 1" = 30'
VERT: 1" = 10'



PROFILE SHOWING PROPOSED TARGA PIPELINE
CROSSING JIM NED ROAD
(LAT. 33.61594, LONG. 97.63285)
APPROXIMATELY 0.95 MILES SOUTHWEST OF ITS
INTERSECTION WITH F.M. 3206
IN MONTAGUE COUNTY, TEXAS

TARGA MIDSTREAM SERVICES LLC

JIM NED ROAD PROFILE
SKIDMORE PIPELINE
PROJECT NO. 51486
E. T. RR. CO. SURVEY A-256
MONTAGUE COUNTY, TEXAS

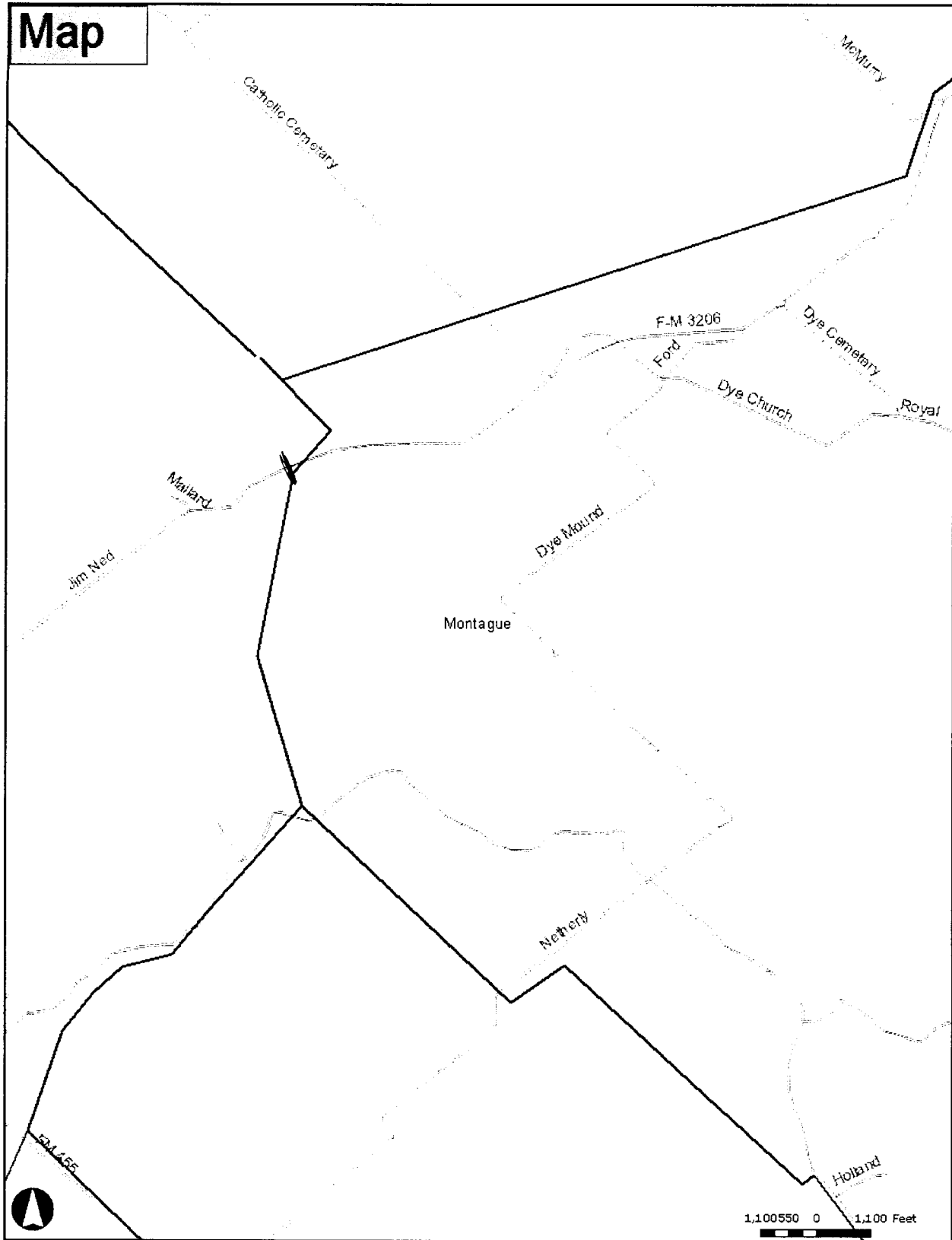
JOB: Skidmore Pipeline DRAWN BY: LJC DATE: 08/07/12

Crossway Surveying

6421 CAMP BOWIE BLVD., SUITE 418
FORT WORTH, TEXAS 76116 (817) 550-8026

P:\TARGA\Newark Energy-Skidmore
McDonald PL\Road Profiles\Jim Ned
Rd_Skidmore Crossing.dwg

TOTAL LENGTH: 56'
RODS: 3.39



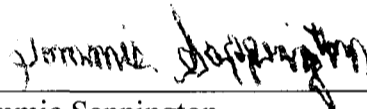


ORDER GRANTING PERMIT AND RIGHT-OF-WAY
TO CONSTRUCT GAS PIPELINE

STATE OF TEXAS X TARGA MIDSTREAM SERVICES LLC
X
COUNTY OF MONTAGUE X

Now, on this the 27TH day AUGUST, 2012, at a Regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of TARGA MIDSTREAM SERVICES LLC., for a permit and right-of-way to lay, construct, maintain, operate a road crossing, on DRY VALLEY ROAD, located in Precinct #1 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17TH day of AUGUST, 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 TARGA MIDSTREAM SERVICES LLC., 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 TARGA MIDSTREAM SERVICES LLC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said TARGA MIDSTREAM SERVICES LLC., its successors and assigns, without further grant or procedure.



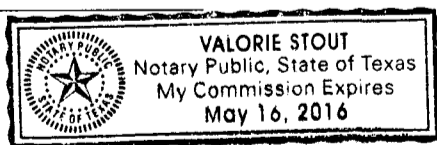
Tommie Sappington,
Montague County Judge

STATE OF TEXAS X TARGA MIDSTREAM SERVICES LLC
X
COUNTY OF MONTAGUE X

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

Given under my hand and seal of office this 27TH day of AUGUST, 2012.

My commission expires:




Notary Public in and for Montague
County, Texas

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

Bore

DATE: 8/9/2012

NAME: Targa Midstream Services LLC

ADDRESS: 4401 N I-35, Suite 303, Denton TX 76207

CONTACT PERSON: Russell Park TELEPHONE NO. 940-389-1703

ROAD NAME: Dry Valley Road COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33.50738 Longitude -97.64993
(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:

Targa is requesting to cross Dry Valley Road in Montague County, Texas with a 10" SDR-11 poly pipe encased in a 14" X-42 grade steel pipe casing. Crossing will be approximately 288' Northwest of its intersection with FM 1749, located in the S. T. Brawin Survey, A-68, and the J. W. Bland Survey, A-57, Montague County, Texas. Road will be bored outside of the county road right-of-way on privately owned property. Will transport natural gas.

Verbal received from Jay Clements 8/13/2012.

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 8/9/2012

SIGNATURE Russell Par

NOTES:
 IT IS CONTRACTOR'S
 REPSONSIBILITY TO CONTACT
 DIG-TESS AND OTHER
 APPROPRIATE UTILITY
 AGENCIES FOR LOCATIONS OF
 UNDERGROUND UTILITIES.
 THOSE SHOWN HEREON ARE
 APPROXIMATE LOCATIONS.

J. W. BLAND
 SURVEY
 Abstract No. 57

PROPOSED PIPELINE
 N 66°17' E 88'

LAT: 33.50738
 LON: -97.64993

DRY VALLEY ROAD

PRIVATE DRIVE

12" CULVERT

S. T. BROWN
 SURVEY
 Abstract No. 68

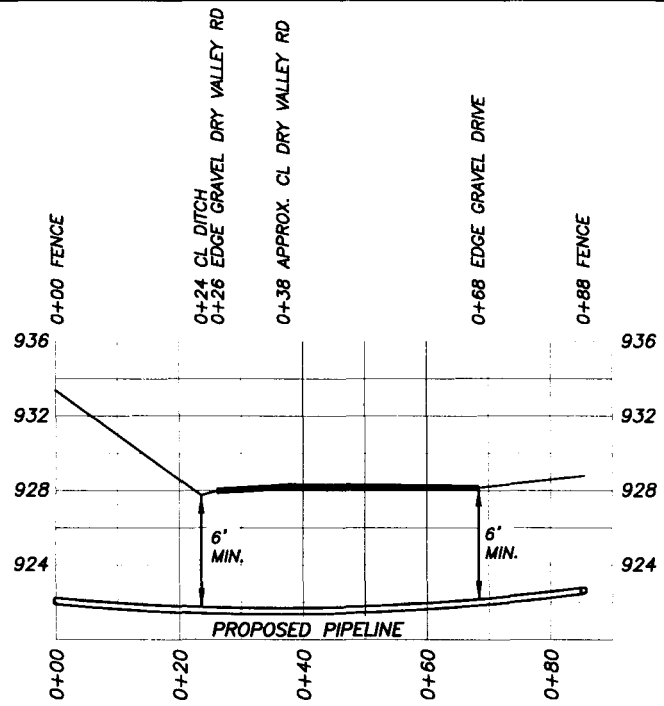
APPROX. SURVEY LINE



PLAN
 SCALE 1"=30'

PROFILE

SCALE: HOR. 1" = 30'
 VERT: 1" = 10'



PROFILE SHOWING PROPOSED TARGA PIPELINE
 CROSSING DRY VALLEY ROAD
 (LAT. 33.50738, LONG. -97.64993)
 APPROXIMATELY 288 FEET NORTHWEST OF ITS
 INTERSECTION WITH F.M. 1749
 IN WISE COUNTY, TEXAS

TARGA MIDSTREAM SERVICES LLC

**DRY VALLEY ROAD PROFILE
 SUNSET TO NEW HARP PIPELINE
 PROJECT NO. 51638
 S. T. BROWN SURVEY A-68
 J. W. BLAND SURVEY A-57
 WISE COUNTY, TEXAS**

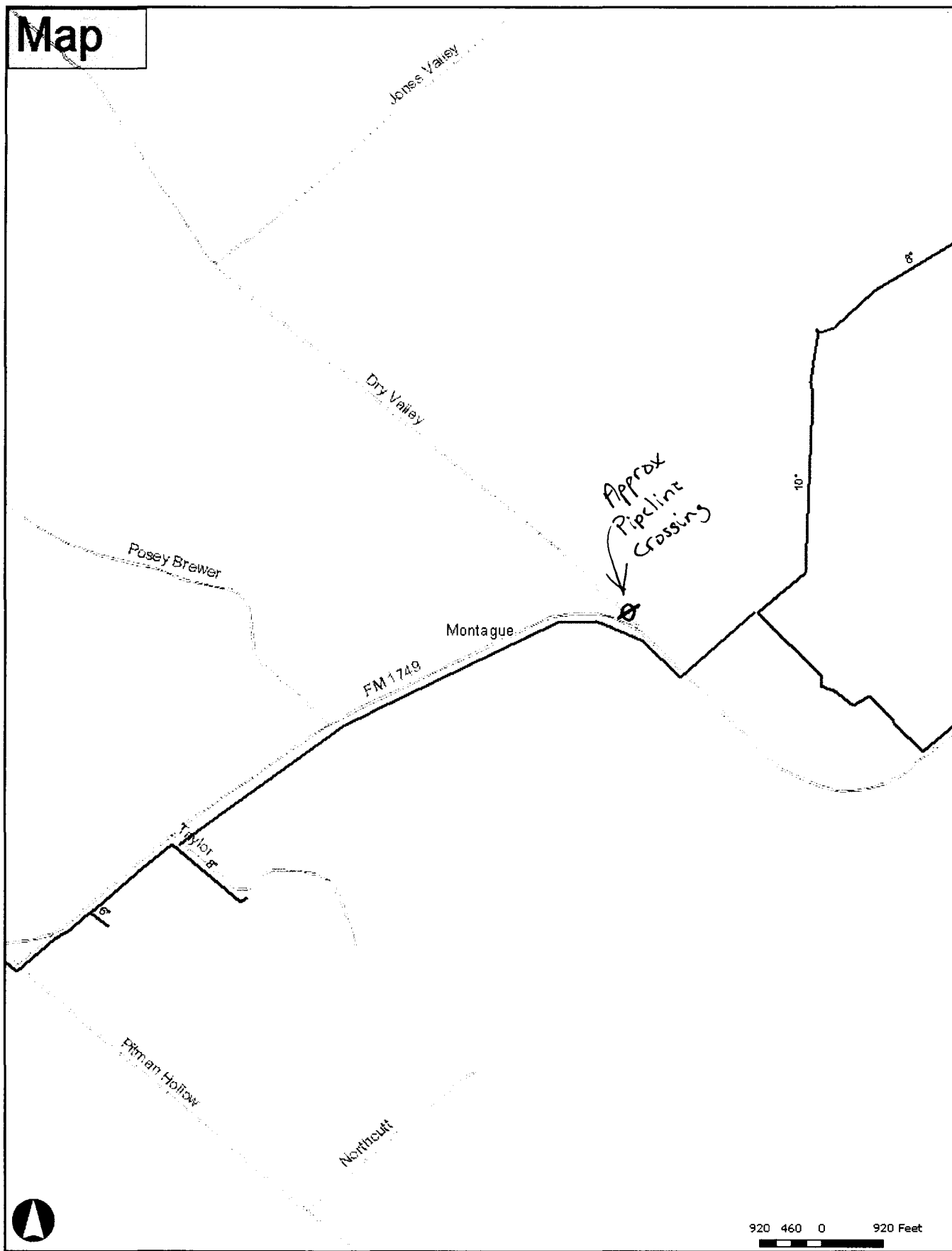
JOB: Sunset to New Harp DRAWN BY: LJC DATE: 08/08/12

Crossway Surveying

6421 CAMP BOWIE BLVD., SUITE 418
 FORT WORTH, TEXAS 76116 (817) 550-8026

P:\TARGA\Sunset to New Harp\Profiles\Dry Valley Rd.dwg

TOTAL LENGTH: 88'
 RODS: 5.33





© 2012 Google

Google earth

Google earth

feet
meters

2000

700



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

STATE OF TEXAS X TARGA MIDSTREAM SERVICES LLC
COUNTY OF MONTAGUE X

Now, on this the 27TH day AUGUST, 2012, at a Regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of TARGA MIDSTREAM SERVICES LLC., for a permit and right-of-way to lay, construct, maintain, operate a road crossing, on POSEY BREWER ROAD, located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application which was filed on the 17TH day of AUGUST, 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 TARGA MIDSTREAM SERVICES LLC., 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 TARGA MIDSTREAM SERVICES LLC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said TARGA MIDSTREAM SERVICES LLC, its successors and assigns, without further grant or procedure.

[Handwritten signature of Tommie Sappington]

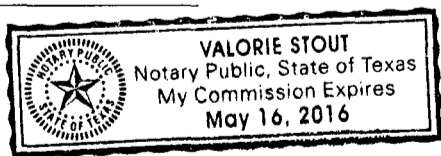
Tommie Sappington, Montague County Judge

STATE OF TEXAS X TARGA MIDSTREAM SERVICES LLC
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 27TH day of AUGUST, 2012.

My commission expires:



[Handwritten signature of Valorie Stout]

Notary Public in and for Montague County, Texas

BORE

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

DATE: 8/9/2012

NAME: Targa Midstream Services LLC

ADDRESS: 4401 N I-35, Suite 303, Denton TX 76207

CONTACT PERSON: Russell Park TELEPHONE NO. 940-389-1703

ROAD NAME: POSEY Brewer Road COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33.50297 Longitude -97.66218
(GPS Coordinates for Road Crossings)

 TEMPORARY X PERMANENT X PLAT ATTACHED

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

Targa is requesting to cross Posey Brewer Road in Montague County, Texas with a 10" SDR-11 poly pipe encased in a 14" X-42 grade steel pipe casing. Crossing will be approximately 72' North of its intersection with FM 1749, located in the J. McDonald Survey, A-540, and the S. F. Sparks Survey, A-693, Montague County, Texas. Road will be bored outside of the county road right-of-way on privately owned property. will transport Natural Gas.

Verbal received from Jay Clements 8/13/2012.

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

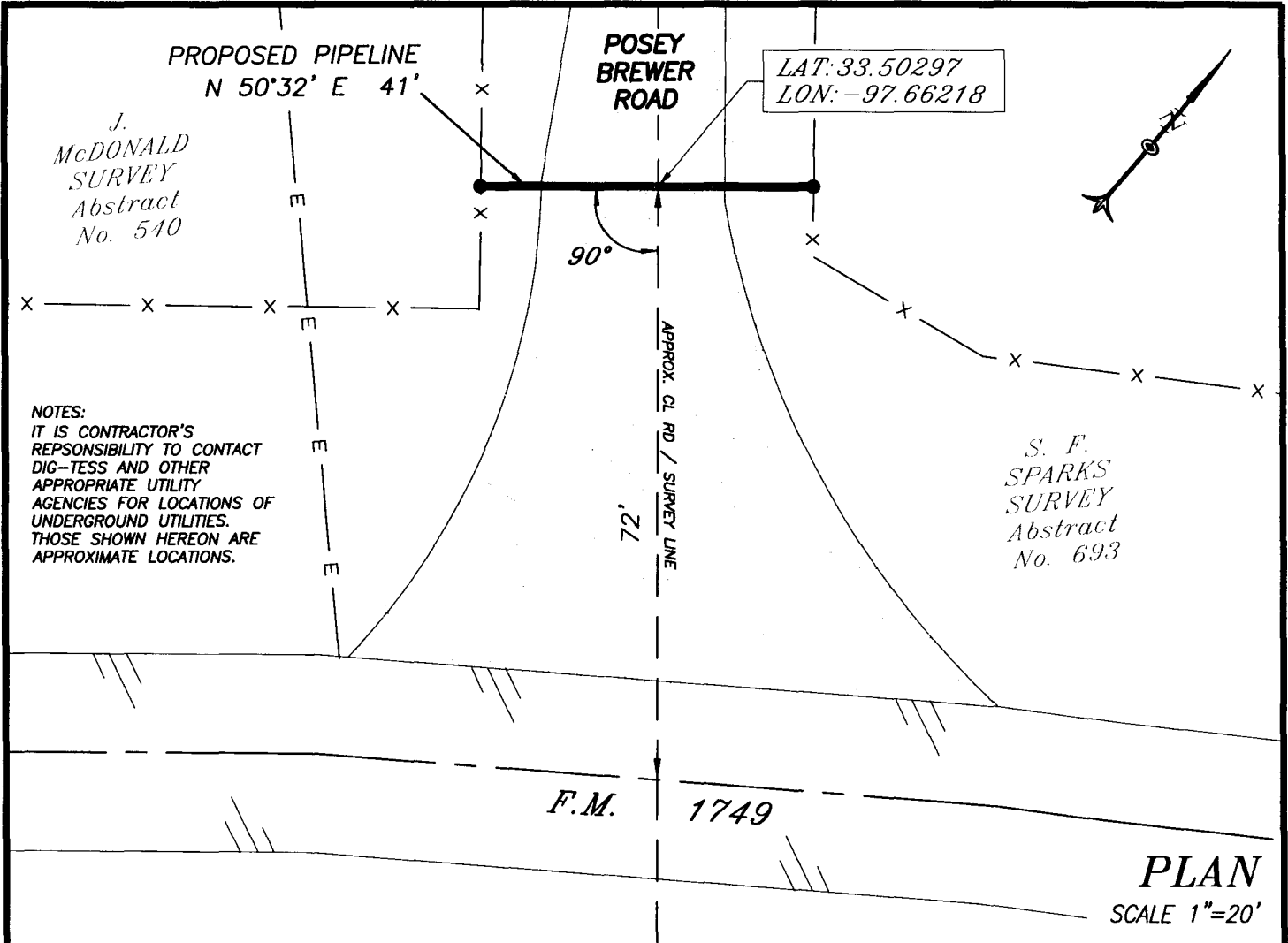
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

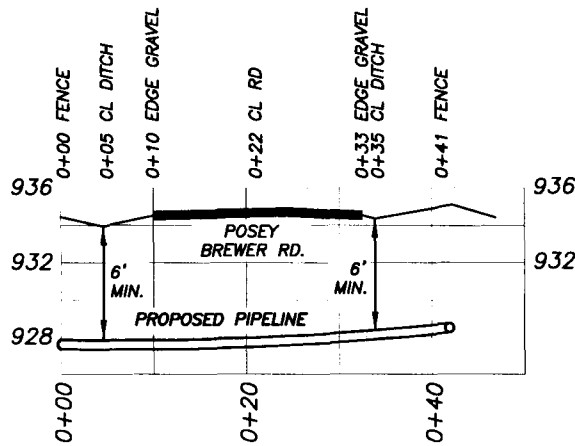
DATE 8/9/2012

SIGNATURE Russell Pan



PROFILE

SCALE: HOR. 1" = 20'
VERT. 1" = 10'



PROFILE SHOWING PROPOSED TARGA PIPELINE CROSSING POSEY BREWER ROAD (LAT. 33.50297, LONG. -97.66218) APPROXIMATELY 72 FEET NORTH OF ITS INTERSECTION WITH F.M. 1749 IN WISE COUNTY, TEXAS

TARGA MIDSTREAM SERVICES LLC

**POSEY BREWER ROAD PROFILE
SUNSET TO NEW HARP PIPELINE
PROJECT NO. 51638**

S. F. SPARKS SURVEY A-693
J. McDONALD SURVEY A-540
WISE COUNTY, TEXAS

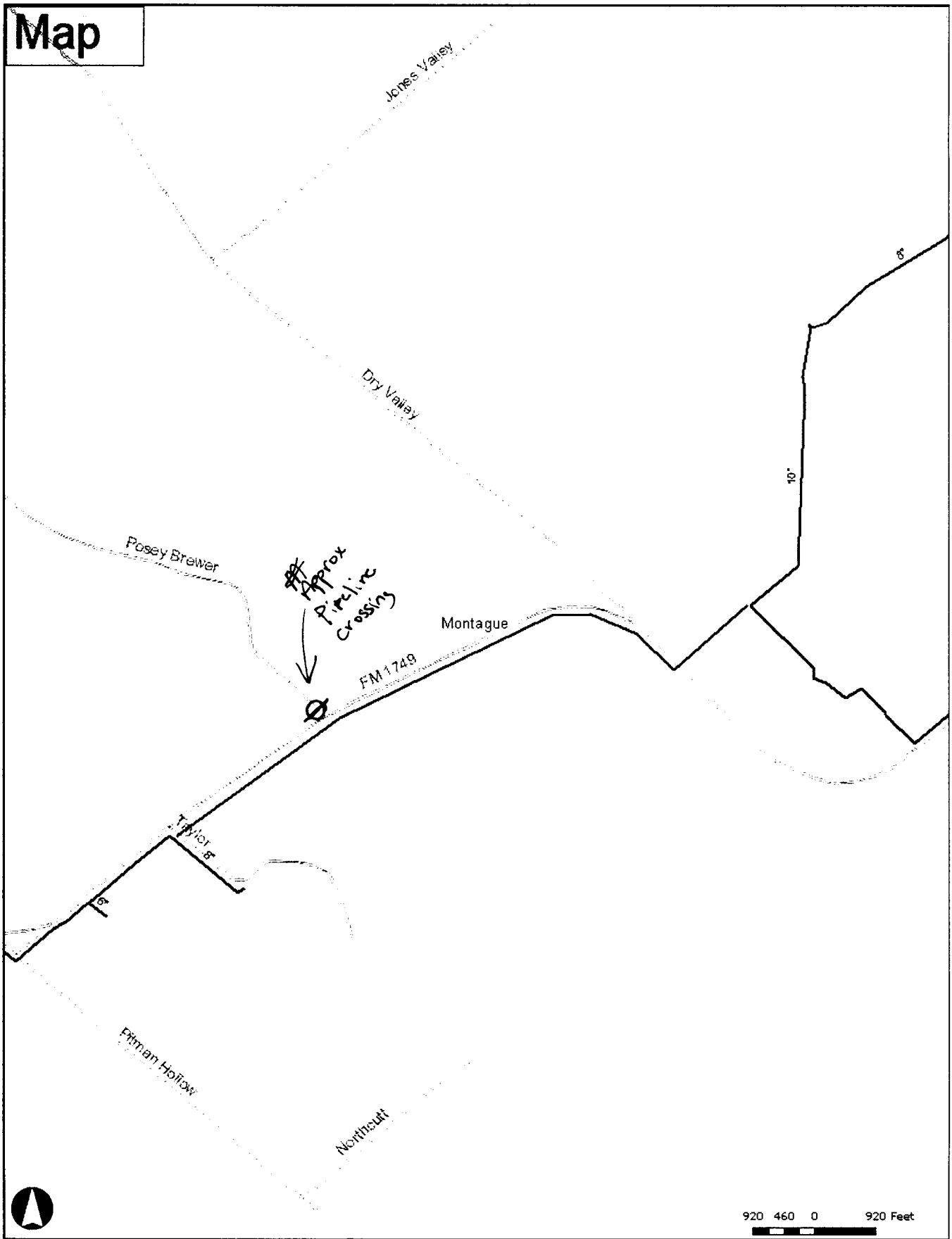
JOB: Sunset to New Harp DRAWN BY: LJC DATE: 08/08/12

Crossway Surveying

6421 CAMP BOWIE BLVD., SUITE 418
FORT WORTH, TEXAS 76116 (817) 550-8026

P:\TARGA\Sunset to New Harp\Profiles\Posey Brewer Rd.dwg

TOTAL LENGTH: 41'
RODS: 2.48





Google earth

feet
meters

2000

700



Google earth

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

STATE OF TEXAS § PIONEER NATURAL RESOURCES
§
COUNTY OF MONTAGUE §

Now, on this the 27TH day of AUGUST, 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 DEWEY ROAD, PCT. #1 the County of Montague, State of Texas, and the court having considered such application which was filed on 17TH DAY of AUGUST, 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 PIONEER NATURAL RESOURCES, INC., to lay, construct, maintain, and operate a TEMPORARY ROAD CROSSING, along, over, across, beside or under the County Right-a-way of DEWEY 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 PIONEER NATURAL RESOURCES, 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, 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

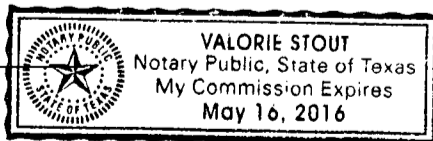
TOMMIE SAPPINGTON,
Montague County Judge

STATE OF TEXAS X PIONEER NATURAL RESOURCES
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 27TH Day of AUGUST, 2012.

My commission expires:



Valorie Stout

Notary Public in and for Montague
County, Texas.

#1256

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

DATE: 8-14-2012

NAME: Pioneer Natural Resources

ADDRESS: 925 University Drive, Fort Worth Tx 76107

CONTACT PERSON: CORY TIPPEN TELEPHONE NO. 940-453-6480

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

GPS Coordinates: Latitude 33.530712 Longitude -97.627117
(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:

Crossing Dewey Rd at 33.530712, -97.627117, roughly 120'
south of Jones Valley Road. Will use a lighted above ground
crossing temporarily while water is being transferred thru 2 8" poly lines.

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: H.E. Brewer

Well Site Physical Address: off of Dry Valley Rd @ 1749 Farm Road UTGCD ID#: _____

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<u>100</u> X	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude 33.520072 Longitude -97.649950

Meter Serial Number: _____

Beginning Meter Reading (as displayed on meter): _____

Ending Meter Reading (as displayed on meter): _____

Location of the use of the water: Various drilling locations County: Montague

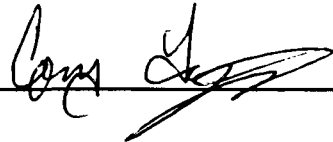
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No

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 8-13-2012

SIGNATURE 

33.530712, -97.627117. 120' South of
Jones Valley Road.
Temporarily crossing Dewey Road with
above ground crossing. Using two 8"
poly fresh water lines.

© 2012 Google

GO

#1257

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

DATE: 8-14-2012

NAME: Pioneer Natural Resources

ADDRESS: 925 University Drive, Fort Worth, Tx 76107

CONTACT PERSON: CORY TIPPEN TELEPHONE NO. 940-453-6480

ROAD NAME: Jones Valley Road COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33.591111 Longitude -97.615243
(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:

Crossing under Jones Valley Road using existing culverts with
two 8" poly water lines, 2255' feet South West of FM455
and 5240' feet North East of Dewey Road

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

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

Source of the water:

Full Name and Address of Property Owner: H. E. Brewer

Well Site Physical Address: off Dry Valley Rd @ Fm 1749 UTGCD ID#: _____

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<u>100</u>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude 33,520072 Longitude -97.649930

Meter Serial Number: _____

Beginning Meter Reading (as displayed on meter): _____

Ending Meter Reading (as displayed on meter): _____

Location of the use of the water: Various drilling sites County: Montague

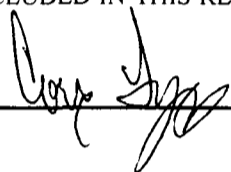
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No

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 8-13-2012

SIGNATURE 

Crossing under Jones Valley Road using
existing culverts with two 8" poly fresh water
lines. 5240 feet NE of Dewey Road and 2255
feet SW of FM455.
33.541111, -97.615243

© 2012 Google

GO

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

#1258

DATE: 8-10-2012

NAME: Pioneer Natural Resources

ADDRESS: 925 University Drive, Fort Worth Texas 76107

CONTACT PERSON: CORY TIPPEN TELEPHONE NO. 940-453-6180

ROAD NAME: Dog Kennel Road COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33.48941 Longitude -97.76280
(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:

Installing 2 15" culverts in Dog Kennel Road @ 33.48941,
-97.76280, 1308 feet south east of the intersection of
Curry Road. Placing 2 8" poly fresh water lines thru the
culverts.

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: R. L. Huegatter

Well Site Physical Address: off Curry Road UTGCD ID#: _____

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<u>100</u>	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude 33.493931 Longitude -97.758130

Meter Serial Number: _____

Beginning Meter Reading (as displayed on meter): _____

Ending Meter Reading (as displayed on meter): _____

Location of the use of the water: various well sites 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. _____

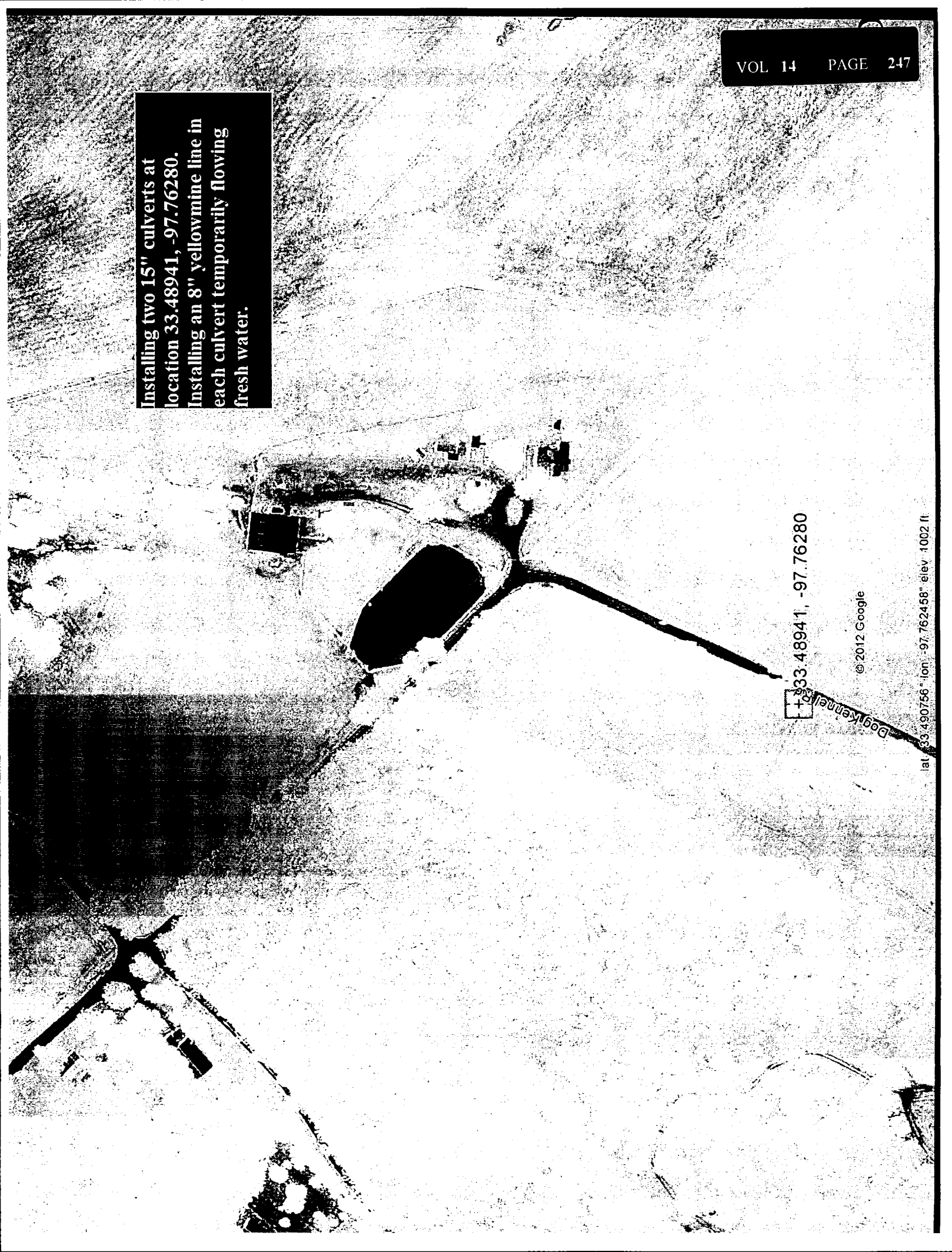
AFFIRMATION

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

DATE 8-10-2012

SIGNATURE 

Installing two 15" culverts at location 33.48941, -97.76280. Installing an 8" yellowmine line in each culvert temporarily flowing fresh water.



33.48941, -97.76280

© 2012 Google


lat: 33.490756° lon: -97.762458° elev: 1002 ft

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

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

Now, on this the 27th day of AUGUST, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE , along, over, and across or under the County Right-of-way, of BERRY ROAD, PCT. #1, the County of Montague, State of Texas, and the court having considered such application which was filed on 17TH DAY of AUGUST, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

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



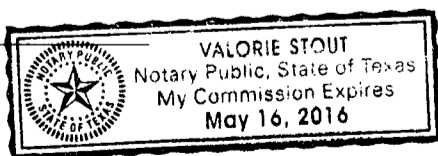
Tommie Sappington, Montague Co. Judge


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 27TH Day of AUGUST, 2012.

My commission expires:





Notary Public in and for Montague County, Texas.

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

DATE: 08/09/2012

NAME: EOG RESOURCES, INC.

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

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

ROAD NAMES: BERRY ROAD COMMISSIONER PCT. 1

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

TEMPORARY 10" ALUMINUM FRAC LINES
APPROX 3200 FEET ON BERRY ROAD

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: COOKE COUNTY

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

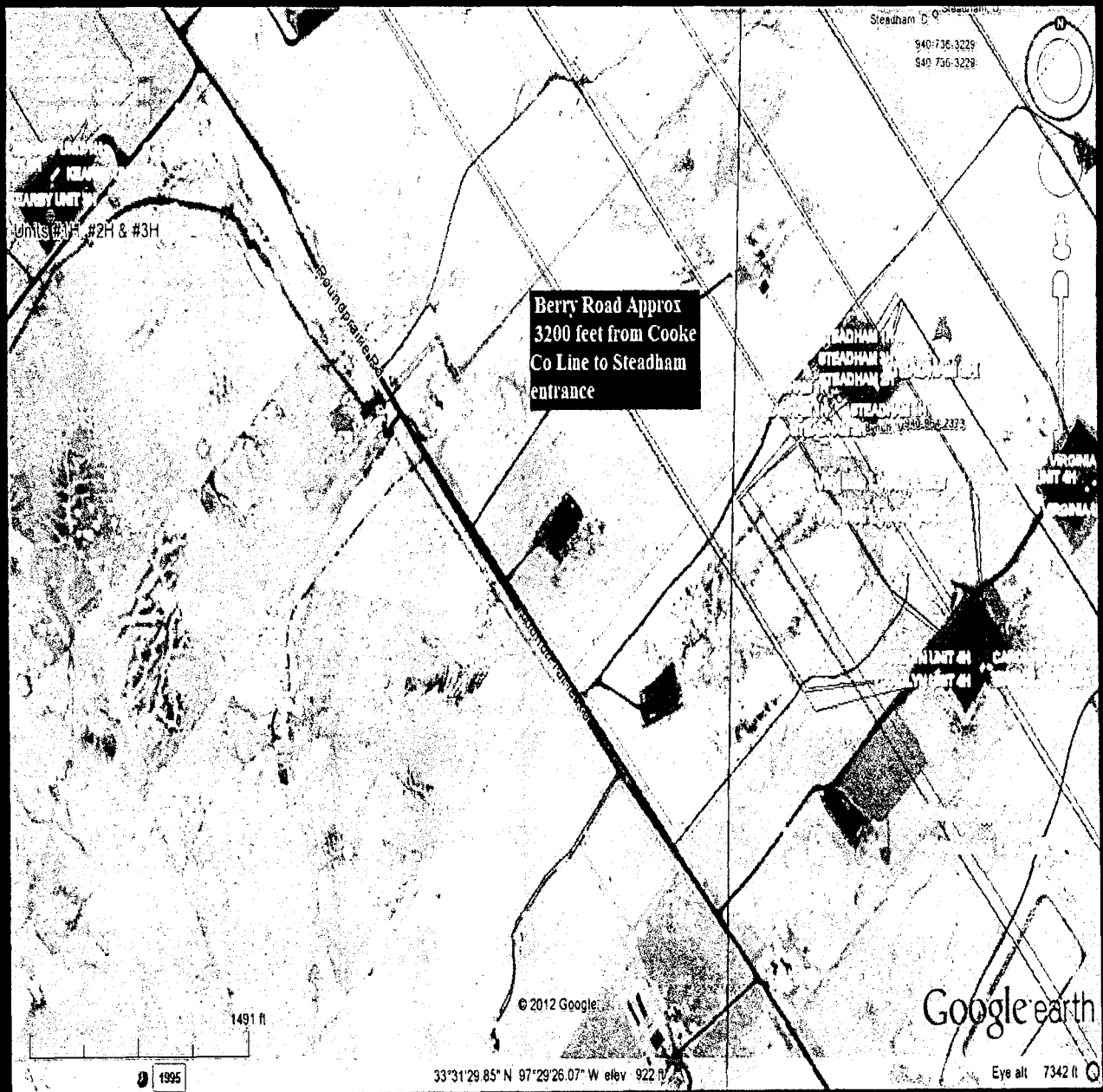
If yes, explain how the water was measured and include amount transported.

AFFIRMATION

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

DATE 8/9/12

SIGNATURE [Signature]



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

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

Now, on this the 27th day of AUGUST, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE , along, over, and across or under the County Right-of-way, of LITTLEFIELD ROAD, PCT. #1, the County of Montague, State of Texas, and the court having considered such application which was filed on 17TH DAY of AUGUST, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

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

Tommie Sappington

Tommie Sappington, Montague Co. Judge

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

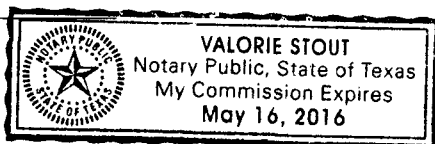
Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein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

Given under my hand and seal of office this 27TH Day of AUGUST, 2012.

My commission expires:

Valerie Stout

Notary Public in and for Montague County, Texas.



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

DATE: 08/0/2012NAME: EOG RESOURCES, INC.ADDRESS: 1451 W BUSINESS 380 COMP #3 DECATUR, TEXAS 76234CONTACT PERSON: HERMAN WILSON TELEPHONE NO. 940-867-3252ROAD NAMES: LITTLEFIELD ROAD COMMISSIONER PCT. 1

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

TEMPORARY 10" ALUMINUM FRAC LINES
APPROX 1400 FEET

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

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

Source of the water:

Full Name and Address of Property Owner: EOG Resources, Inc.Well Site Physical Address: _____ UTGCD ID: 2869

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

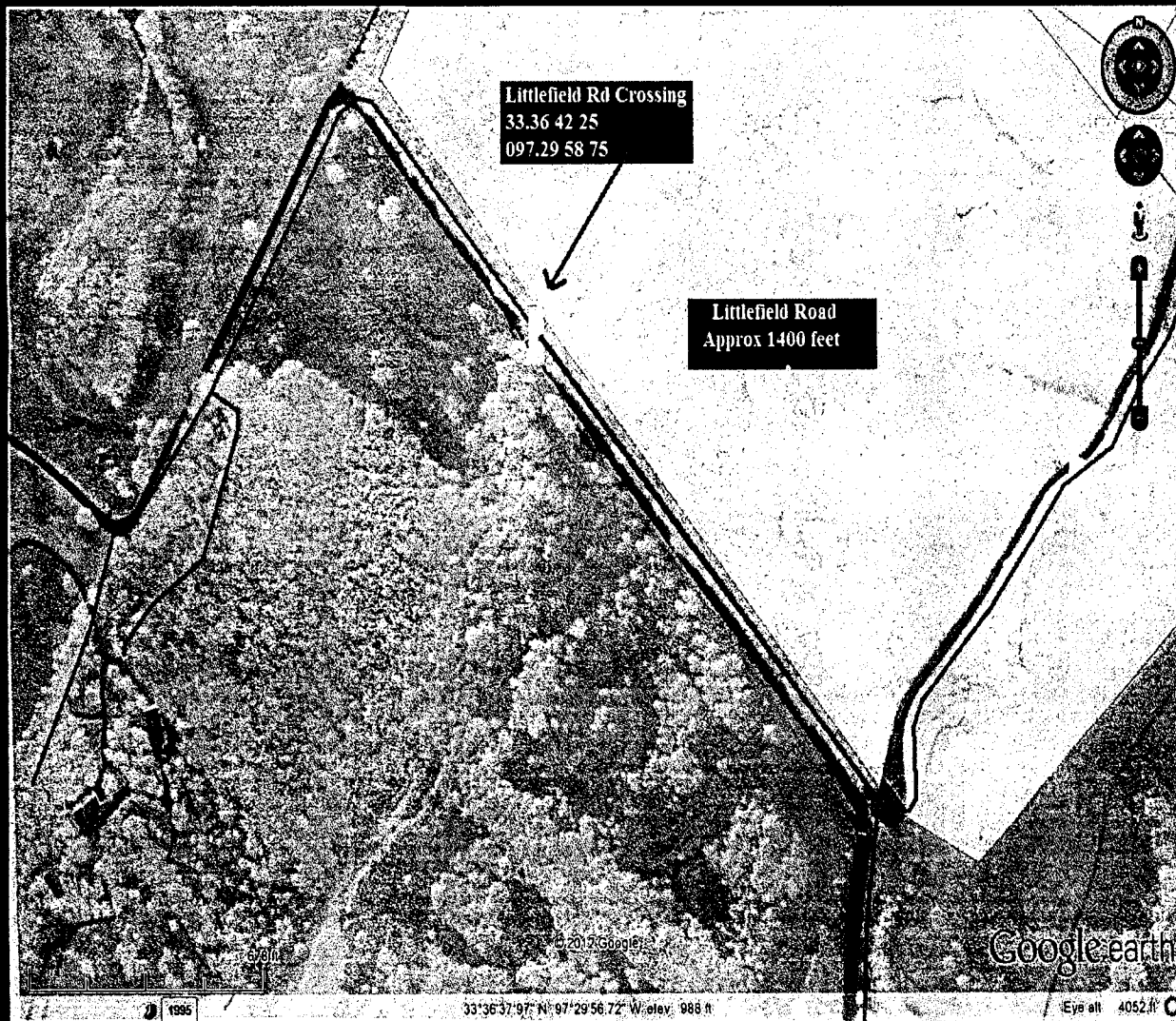
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

DATE 8/8/12

SIGNATURE [Signature]



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

DATE: 08/08/2012

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: LITTLEFIELD ROAD COMMISSIONER PCT. 1

GPS Coordinates: Latitude 33.36 42 25 Longitude 097.29 58 75

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 LITTLEFIELD ROAD

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: 2869

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

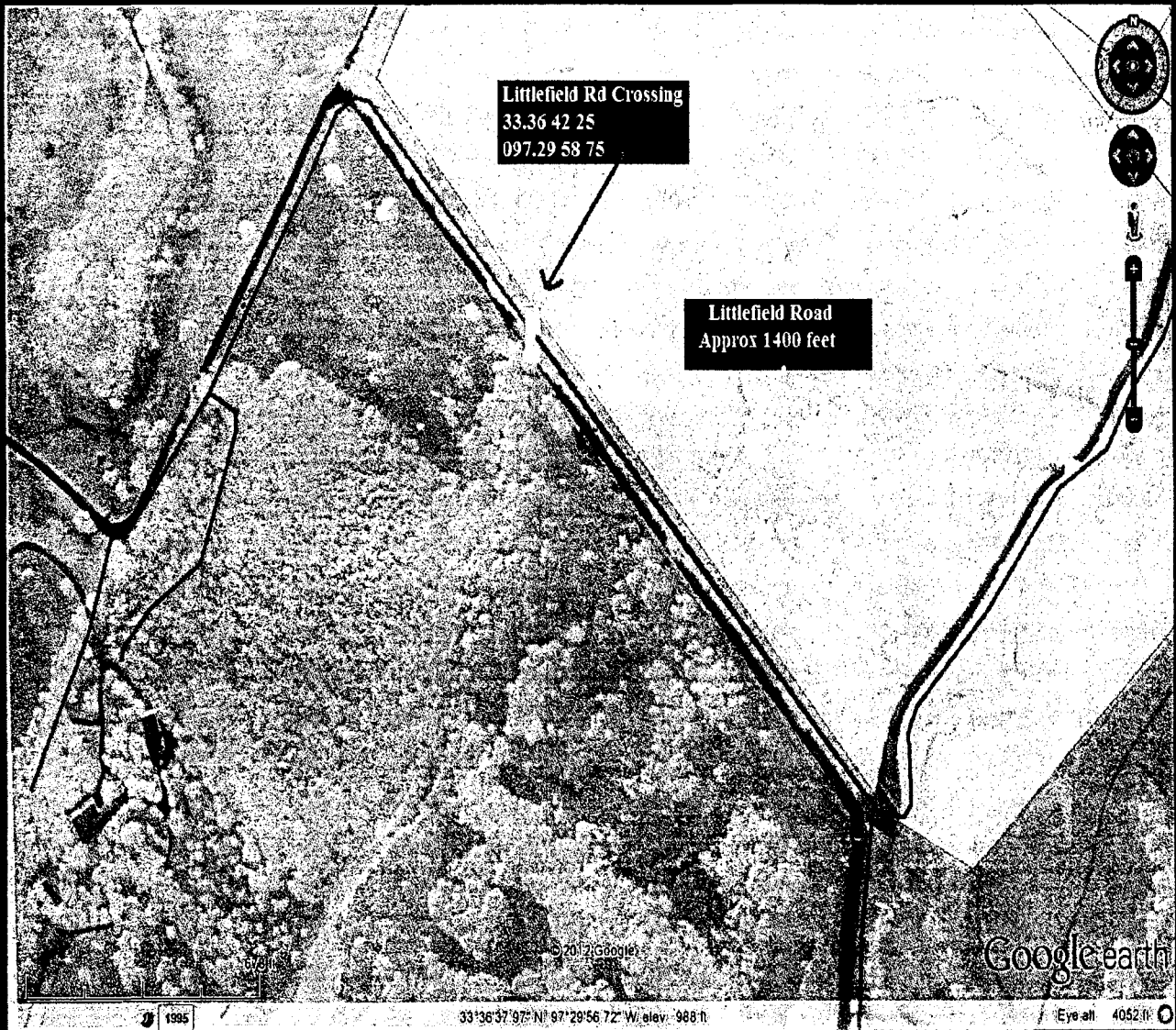
If yes, explain how the water was measured and include amount transported.

AFFIRMATION

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

DATE 8/8/12

SIGNATURE [Signature]



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

DATE: 08/09/2012

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: PILOTS LOOP COMMISSIONER PCT. 1

GPS Coordinates: Latitude 33.31.852 Longitude 097.29.921

X TEMPORARY PERMANENT X PLAT

ATTACHED

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

INSTALL CULVERT TO USE AS
ROAD CROSSING PILOTS LOOP ROAD

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: COOKE COUNTY

Type of Water Used:

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

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

Meter Serial Number: _____ N/A _____

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

