

THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

SEPTEMBER TERM, 2012

COUNTY OF MONTAGUE

REGULAR SESSION

BE IN REMEMBERED, That on this 24th day of Sept., 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

#12-316- APPROVAL OF MINUTES

Motion by Commissioner Kernek and seconded by Commissioner Lewis to approve minutes for September 10th and September 20th, 2012 meetings.

All Voted For

Motion Carried

#12-317-APPROVE MONTHLY REPORTS

Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the monthly reports as presented in open court: Ad Valorem, District Clerk, JP 2, Indigent Health Care and Line Item Budget Adjustments. Report Audits: Ad Valorem, JP 2, and Sheriff Fees.

All Voted For

Motion Carried

#12-318-PAY CLAIMS

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

All Voted For

Motion Carried

#12-319-DISCUSS AND CONSIDER APPROVING AND AUTHORIZING JUDGE SAPPINGTON TO SIGN THE HOME-DELIVERED MEAL GRANT PROGRAM RESOLUTIONS PROVIDED BY THE TEXAS DEPARTMENT OF AGRICULTURE

Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the Home-Delivered Meal Grant Program Resolutions provided by the Texas Department of Agriculture, giving Judge Sappington authority to sign the resolutions.

All Voted For

Motion Carried

#12-320-DISCUSS AND CONSIDER APPOINTING BRANDI SHIPMAN AS THE MONTAGUE COUNTY INDIGENT HEALTH OFFICER

Motion by Commissioner Lewis and seconded by Commissioner Langford to appoint Brandi Shipman as the Montague County Indigent Health Officer.

All Voted For

Motion Carried

#12-321-DISCUSS AND CONSIDER REQUEST BY CLINT BROWN OF THE MONTAGUE COUNTY CHILD WELFARE BOARD

Motion by Commissioner Kernek and seconded by Commissioner Gamblin to appoint Larry Cox to the Montague County Child Welfare Board.

All Voted For

Motion Carried

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 24TH DAY OF SEPT., 2012

Tommie Sappington

 COUNTY JUDGE

Jon Kernek

 COMMISSIONER, PRECINCT 1

James Gamblin

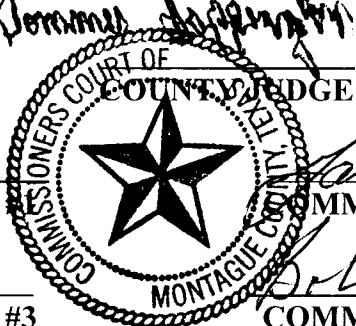
 COMMISSIONER, PRECINCT #2

Bob Langford

 COMMISSIONER, PRECINCT #3

Glenda Henson

 COMMISSIONER, PRECINCT #4



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

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Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

#12-322-CLINT BROWN, CHAIRMAN OF THE MONTAGUE COUNTY CHILD WELFARE BOARD TO UPDATE THE COMMISSIONER COURT

Clint Brown from the Montague County Child Welfare Board updated the Court.

No Action Taken

#12-323-DISCUSS AND CONSIDER NORTH MONTAGUE COUNTY WATER DISTRICT RESOLUTION TO APPLY FOR GRANT THROUGH MONTAGUE COUNTY

The City of Nocona manager presented a request asking for the County of Montague to apply for a grant to replace the water line from Lake Nocona to the City of Nocona. Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the resolution applying for grants to provide water system improvements for the North Montague County Water District, giving Judge Sappington approval to sign.

All Voted For

Motion Carried

#12-324-DISCUSS AND CONSIDER ONE TIME TRANSFER OF SICK TIME TO DALE INGRAM, INVESTIGATOR

Motion by Commissioner Langford and seconded by Commissioner Lewis to approve the one time transfer of sick time donation form for Sheriff's Office Investigator, Dale Ingram. (Dale had heart bypass surgery)

All Voted For

Motion Carried

#12-325-DISCUSS AND CONSIDER ACCEPTING EQUIPMENT DONATION FROM DENTON COUNTY EMERGENCY MANAGEMENT

Motion by Commissioner Kernek and seconded by Commissioner Gamblin to accept the donation from Denton County Emergency Management for an 800 MG radio.

All Voted For

Motion Carried

#12-326-DISCUSS AND CONSIDER REQUEST OF STEVEN MARTCHENKE, UNION PACIFIC RAILROAD, TO UPDATE CROSSING AND ADD A SIDE TRACK AT APPLLEGATE CROSSING IN PCT. # 3

Motion by Commissioner Lewis and seconded by Commissioner Gamblin to approve the request by Union Pacific Railroad to begin the process to update crossing and add a side track at Applegate crossing in Pct. # 3.

All Voted For

Motion Carried

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 24TH DAY OF SEPT., 2012

Tommie Sappington

 COUNTY JUDGE

Jon Kernek

 COMMISSIONER, PRECINCT #1

James Gamblin

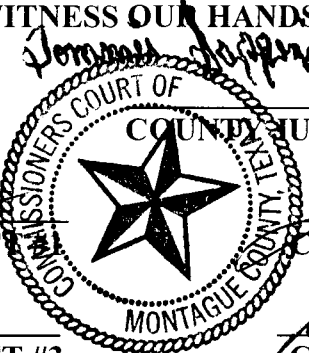
 COMMISSIONER, PRECINCT #2

Bob Langford

 COMMISSIONER, PRECINCT #4

Glenda Henson

 COMMISSIONER, PRECINCT #3



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

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

#12-327-DISCUSS AND CONSIDER THE REQUEST OF SHERIFF CUNNINGHAM TO DESTROY OLD COMPUTERS

Motion by Commissioner Langford and seconded by Commissioner Lewis to allow Sheriff Cunningham to destroy old computers in the Sheriff's Office.

All Voted For

Motion Carried

#12-328-DISCUSS AND CONSIDER REQUEST OF SHERIFF CUNNINGHAM TO SELL VEHICLES AT AUCTION

Motion by Commissioner Kernek and seconded by Commissioner Lewis to allow Sheriff Cunningham to sell seven vehicles in Gov.Deal.Com online auction.

All Voted For

Motion Carried

#12-329-DISCUSS AND CONSIDER REQUEST OF SHERIFF CUNNINGHAM TO APPROVE AN AGREEMENT FOR USE OF THE CITY OF WICHITA FALLS MOBILE COMMAND POST

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to approve the agreement for the use of the City of Wichita Falls Mobile Command Post, giving Judge Sappington authority to sign.

Commissioner Kernek
 Commissioner Lewis
 Commissioner Gamblin
 All Voted For

Commissioner Langford
 Judge Sappington
 Voted Against

Motion Carried

#12-330-DISCUSS AND CONSIDER OPTION FOR EARLY RETIREE REINSURANCE PROGRAM

Motion by Commissioner Kernek and seconded by Commissioner Langford to approve the option to disburse the Early Retiree Reinsurance Program funds to the County Employees on the Sept. 26th payroll date.

All Voted For

Motion Carried

#12-331-DISCUSS AND CONSIDER APPOINTMENT OF 2012-2013 COUNTY ELECTION JUDGES

Motion by Commissioner Langford and seconded by Commissioner Lewis approve the list of County Election Judges for 2012-2013.

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 24TH DAY OF SEPT., 2012

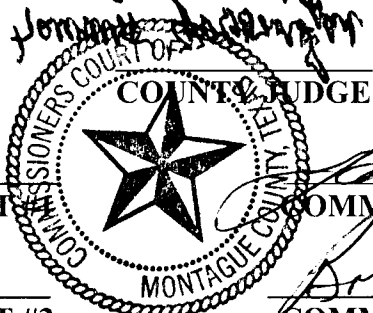
Tommie Sappington
 COUNTY JUDGE

Jon Kernek
 COMMISSIONER, PRECINCT #1

James Gamblin
 COMMISSIONER, PRECINCT #2

Bob Langford
 COMMISSIONER, PRECINCT #3

Glenda Henson
 COMMISSIONER, PRECINCT #4



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

THE STATE OF TEXAS

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Bob Langford	Commissioner Precinct 4	Glenda Henson	County Clerk

All Voted For

Motion Carried

#12-332-DISCUSS AND CONSIDER CATARPILLAR FIELD FOLLOW PROGRAM, PCT # 2
Motion by Commissioner Gamblin and seconded by Commissioner Langford to approve the Caterpillar Field Follow Program for Pct. # 2.

All Voted For

Motion Carried

#12-333-DISCUSS AND CONSIDER REQUEST OF TONY DIRKER, LEADERSHIP MONTAGUE COUNTY, TO HAVE A BRAND FOR MONTAGUE COUNTY AND THE USE OF THE BRAND IF APPROVED

Motion by Judge Sappington and seconded by Commissioner Lewis to proceed with the plan on establishing a Montague County Brand.

All Voted For

Motion Carried

#12-334-DISCUSS AND CONSIDER APPROVING COUNTY MASTER SERVICE INTERLOCAL CONTRACT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION AND MONTAGUE COUNTY

Motion by Commissioner Gamblin and seconded by Commissioner Langford to approve the interlocal agreement between Harris County Department of Education and Montague County for the Choice Partners Program.

All Voted For

Motion Carried

#12-335-DISCUSS AND CONSIDER REQUEST OF PIONEER NATURAL RESOURCES TO APPROVE TEMPORARY ROAD CROSSINGS ON DRY VALLEY ROAD IN PCT # 1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow Pioneer to cross Dry Valley Road in Pct. # 1.

All Voted For

Motion Carried

#12-336-DISCUSS AND CONSIDER REQUEST OF PIONEER NATURAL RESOURCES TO APPROVE A TEMPORARY FRAC LINE ON PICKET RUN ROAD AND TURKEY CREEK ROAD IN PCT # 2

Motion by Commissioner Gamblin and seconded by Commissioner Kernek to allow Pioneer to lay a temporary frac line on Picket Run and Turkey Creek Roads in Pct. # 2.

All Voted For

Motion Carried


AND IT IS SO ORDERED.WITNESS OUR HANDS, THIS THE 24TH DAY OF SEPT., 2012

Jon Kernek
 COMMISSIONER, PRECINCT #1

James Gamblin
 COMMISSIONER, PRECINCT #2

Bob Langford
 COMMISSIONER, PRECINCT #3

Glenda Henson
 COMMISSIONER, PRECINCT #4



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

THE STATE OF TEXAS

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

#12-337-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC., TO APPROVE TEMPORARY FRAC LINES ON LAKE VALLEY ROAD IN PCT. # 1

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

All Voted For

Motion Carried

#12-338-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC., TO APPROVE TEMPORARY ROAD CROSSINGS ON DENVER ROAD IN PCT. # 1

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

All Voted For

Motion Carried

#12-339-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC. TO APPROVE TEMPORARY ROAD CROSSINGS ON SMYRNA ROAD AND CURRY LANE IN PCT. # 2

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to allow EOG to cross Smyrna Road and Curry Lane in Pct. # 2.

All Voted For

Motion Carried

#12-340-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC., TO APPROVE TEMPORARY FRAC LINES ON SMYRNA ROAD AND CURRY LANE IN PCT. # 2

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to allow EOG to lay temporary frac lines on Smyrna Road and Curry Lane in Pct. # 2.

All Voted For

Motion Carried

#12-341-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC., TO APPROVE ROAD CROSSINGS ON LAKE VALLEY ROAD, FRUITLAND ROAD AND TWO ON APPLGATE ROAD, PCT # 2

Motion by Commissioner Gamblin and seconded by Commissioner Langford to allow EOG to cross Lake Valley, Fruitland, and Applegate Roads in Pct. # 2.

All Voted For

Motion Carried

Meeting Adjourned....

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 24TH DAY OF SEPT., 2012

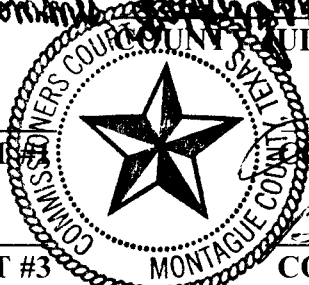
Tommie Sappington
 COUNTY JUDGE

Jon Kernek
 COMMISSIONER, PRECINCT #1

James Gamblin
 COMMISSIONER, PRECINCT #2

Bob Langford
 COMMISSIONER, PRECINCT #3

Glenda Henson
 COMMISSIONER, PRECINCT #4



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

September 24, 2012

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Reports

Ad Valorem
District Clerk
JP 2
Indigent Health Care
Line Item Budget Adjustments

Report Audits

Ad Valorem
JP 2
Sheriff Fees

Jennifer Essary

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

September 18, 2012

Lesia Darden
District Clerk
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The District Clerk report for August 2012 was audited on September 18, 2012. The report listed the fees and fines collected for the month. The report was filed September 12, 2012 and signed by the elected official.

The monthly report totaled \$28,336.27. The following were collected and deposited into each fund:

General Fees	\$ 21,254.70
Courthouse Security	\$ 223.00
Record Management	\$ 354.50
Record Preservation	\$ 241.00
Archive Fee	\$ 215.00
Tech Fee	\$ 446.00
State Fees	\$ 5,602.07

The August 2012 report was up by \$6,655.62 from the July 2012 report. General Fees were up by \$5,709.55, Courthouse Security went up by \$18.00, Record Management Fees went up by \$96.00, Record Preservation Fees went up by \$41.00, Archive Fee went up by \$30.00, Tech Fee went up \$76.00 and State Fees went up \$685.07 from last month. The August 2012 report was up by \$1,467.79 from August 2011. General Fees were down by \$512.28, Courthouse Security was up by \$72.00, Record Management went up by \$119.50, Record Preservation went up by \$76.00, Archive Fee went up \$65.00, Tech Fees went up \$142.00, and State Fees went up by \$1,505.57 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

September 18, 2012

Paul Cunningham
Sheriff
and
Montague County
Commissioners Court

Dear Gentlemen,

The Sheriff report for August 2012 was audited on September 18, 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 September 7, 2012.

The total money collected for the month and deposited with the County Treasurer were \$35,538.27. The following were collected:

Cash Bonds	\$ 452.00
Sheriff Fees	\$ 0.00
Constable Fees	\$ 200.00
Bond Fees	\$ 0.00
Offense Report Fee	\$ 10.00
Notary Fee	\$ 0.00
Ins & Outs	\$ 34,111.27
Bail Bond Fee	\$ 765.00
Inmate Medical Fee	\$ 0.00

The Sheriff and Constable Fees for August 2012 was down by \$956.35 from July 2012 and down by \$618.12 from August 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

September 19, 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 September 19, 2012. The report listed the fees and fines collected for the month of August. The report was filed on September 14, 2012 and signed by the elected official.

The August report totaled \$53,502.20. The following were collected for the month.

General Fees	\$35,961.99
Courthouse Security	\$ 779.58
Tech Fund Fees	\$ 779.62
State Fees	\$ 15,981.01

The August 2012 report was up by \$10,525.85 from July 2012. General Fees were up by \$7,164.33, Courthouse Security was up by \$153.75, Tech Fees were up by \$149.76 and State Fees were up by \$3,058.01 from last month. The August 2012 report was up by \$2,702.80 from August 2011. General Fees were up by \$2,768.39, Courthouse Security up by \$55.06, Tech Fees up by \$56.21, and State Fees down by \$176.86 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

September 12, 2012

Sydney Nowell
Tax A/C
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The Ad Valorem report for August 2012 was audited on September 12, 2012. The report listed the revenue collected for the month. The report was filed September 7, 2012 and signed by the elected official.

The report totaled \$49,163.84. The following were collected and deposited into each fund:

Current Collections	\$ 27,136.33
Delinquent Collections	\$ 13,585.77
Penalty & Interest	\$ 6,912.87
Fees	\$ 1,525.91
Interest	\$ 2.96

The August 2012 report was down by \$42,840.32 from the July 2012 report. Current collections are down by \$46,809.40, Delinquent Collections went up by \$6,909.39, Penalty & Interest went down by \$3,469.29, Fees went up by \$532.94, and Interest went down by \$3.96 from last month. The August 2012 report was up by \$11,412.26 from August 2011. Current Collections were up by \$3,212.51, Delinquent Collections were up by \$8,152.70, Penalty & Interest went up by \$200.20, Fees went down by \$150.14 and Interest went down by \$3.01 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

Line Item Budget Adjustments		Debit	Credit	Budget Before	Budget After	
10 General Fund						
400	Contingency Expense					Ent
107	Comp Time	10,000.00		13,000.00	3,000.00	
805	Contingency Expense	20,000.00	0.00	25,450.00	5,450.00	
574	Building Expense		227,000.00	460,000.00	687,000.00	
401	Commissioners Court				0.00	
480	Legal	10,000.00		30,000.00	20,000.00	
403	County Clerk				0.00	
203	Retirement	72.00		26,583.00	26,511.00	
202	Group Insurance		72.00	39,720.00	39,792.00	
409	Non Departmental				0.00	
420	Communication	5,000.00		33,000.00	28,000.00	
428	Appraisal District	5,000.00		112,354.00	107,354.00	
426	County Court				0.00	
201	Social Security	29.00		5,753.00	5,724.00	
202	Group Insurance		29.00	15,888.00	15,917.00	
435	District Court				0.00	
480	Legal	40,000.00		187,000.00	147,000.00	
481	Legal-Civil	50,000.00		138,000.00	88,000.00	
436	District Court Trial				0.00	
392	Evidence Expense	5,000.00		5,000.00	0.00	
393	Investigation Expense	5,000.00		5,000.00	0.00	
394	Expert Witness Expense	5,000.00		5,000.00	0.00	
395	Transcript Expense	5,000.00		5,000.00	0.00	
396	Other Litigation Expense	2,000.00		2,000.00	0.00	
425	Transportation	5,000.00		5,000.00	0.00	
480	Legal	10,000.00		10,000.00	0.00	
450	District Clerk				0.00	
201	Social Security	58.00		9,416.00	9,358.00	
202	Group Insurance		58.00	31,776.00	31,834.00	
461	JP 1				0.00	
201	Social Security	29.00		5,015.00	4,986.00	
202	Group Insurance		29.00	15,888.00	15,917.00	
462	JP 2				0.00	
201	Social Security	29.00		5,325.00	5,296.00	
202	Group Insurance		29.00	15,888.00	15,917.00	
475	County Attorney				0.00	
201	Social Security	29.00		5,511.00	5,482.00	
202	Group Insurance		29.00	15,888.00	15,917.00	
476	District Attorney				0.00	
102	Asst Dist Att	2,826.00		73,500.00	70,674.00	
103	DA Investigator	1,369.00		38,650.00	37,281.00	
104	Secretary		4,195.00	38,600.00	42,795.00	
203	Retirement	29.00		21,609.00	21,580.00	
202	Group Insurance		29.00	15,888.00	15,917.00	
495	Auditor				0.00	
203	Retirement	29.00		15,020.00	14,991.00	
202	Group Insurance		29.00	15,888.00	15,917.00	
497	Treasurer				0.00	
203	Retirement	15.00		6,798.00	6,783.00	

202	Group Insurance		15.00	7,944.00	7,959.00
499	Tax Assessor				0.00
203	Retirement	58.00		22,535.00	22,477.00
202	Group Insurance		58.00	31,776.00	31,834.00
510	Courthouse Maintenance				0.00
203	Retirement	15.00		4,799.00	4,784.00
202	Group Insurance		15.00	7,944.00	7,959.00
515	Juvenile Court				0.00
350	County Residential	50,000.00		165,000.00	115,000.00
551	Constable #1				0.00
201	Social Security	15.00		2,165.00	2,150.00
202	Group Insurance		15.00	7,944.00	7,959.00
552	Constable #2				0.00
411	Fuel & Oil		148.00	3,000.00	3,148.00
570	Mach & Equip	148.00		300.00	152.00
203	Retirement	15.00		5,038.00	5,023.00
202	Group Insurance		15.00	7,944.00	7,959.00
560	Sheriff's Dept				0.00
103	Sergeant & Inv Salary		4,058.00	83,550.00	87,608.00
104	Deputies Salary		7,323.00	172,685.00	180,008.00
205	Medicare Tax		100.00	5,938.00	6,038.00
202	Group Insurance	11,481.00		79,440.00	67,959.00
565	Jail				0.00
105	Part time	4,681.00		36,000.00	31,319.00
104	Jailers Salary		4,681.00	535,824.00	540,505.00
581	Highway Patrol				0.00
203	Retirement	15.00		4,831.00	4,816.00
202	Group Insurance		15.00	7,944.00	7,959.00
665	County Agents				0.00
203	Retirement	15.00		8,849.00	8,834.00
202	Group Insurance		15.00	7,944.00	7,959.00
					0.00
					0.00
	Totals	247,942.00	247,942.00	2,647,009.00	2,647,009.00

RESOLUTION AUTHORIZING COUNTY GRANT

VOL 14 PAGE 327

**TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM**

A RESOLUTION OF THE COUNTY OF **MONTAGUE**, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO **THE MONTAGUE COUNTY CARPENTERS SHOP, INC.**, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

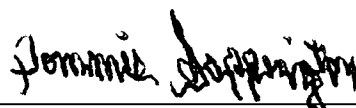
BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 513.67 to be used between the 1ST of **OCTOBER, 2012** and the 30TH of **SEPTEMBER, 2013**.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 24TH day of **SEPTEMBER, 2012**.



Tommie Sappington
Montague County Judge



NOTE: All information shown in this resolution must be included in the resolution passed by the County.

RESOLUTION AUTHORIZING COUNTY GRANT

VOL 14 PAGE 328

TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF **MONTAGUE**, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO **BOWIE SENIOR CITIZEN'S PROJECT**, (Organization) AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY AND CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

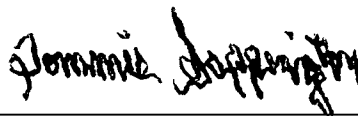
BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$ 1,027.33 to be used between the 1ST of OCTOBER, 2012 and the 30TH of SEPTEMBER, 2013.

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent.

Introduced, read, and passed by the affirmative vote of the County on this 24TH day of SEPTEMBER, 2012.



Tommie Sappington
Montague County Judge



NOTE: All information shown in this resolution must be included in the resolution passed by the County.

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF MONTAGUE COUNTY, TEXAS, ON BEHALF OF THE NORTH MONTAGUE COUNTY WATER SUPPLY DISTRICT AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Montague County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and


WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

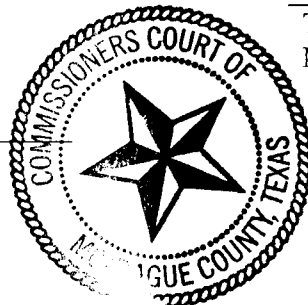
WHEREAS, it is necessary and in the best interests of Montague County to apply for funding under the Texas Community Development Block Grant Program;


NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF MONTAGUE COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Agriculture.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000.00 of grant funds to provide Water System Improvements.
4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. That it further be stated that Montague County is committing \$41,250.00 from its General Fund as a cash/in-kind contribution toward the construction activities of this Water System Improvement project.

Passed and approved this ____ day of OCT - 4 2012, 20__.


 Glenda Henson, County Clerk
 Montague County, Texas




 Tommy Sappington, County Judge
 Montague County, Texas

RESOLUTION

A RESOLUTION OF THE NORTH MONTAGUE COUNTY WATER SUPPLY DISTRICT, OF MONTAGUE COUNTY, TEXAS, AUTHORIZING THE COMMISSIONERS COURT OF MONTAGUE COUNTY, OF MONTAGUE COUNTY, TEXAS, TO SUBMIT ON BEHALF OF THE NORTH MONTAGUE COUNTY WATER SUPPLY DISTRICT A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE BOARD PRESIDENT TO ACT AS THE WATER DISTRICT'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE WATER DISTRICT'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Directors of the North Montague County Water Supply District desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the North Montague County Water Supply District to apply for funding under the Texas Community Development Block Grant Program; and

WHEREAS, the Water District must go thru Montague County to apply for funding under the Texas Community Development Block Grant Program;

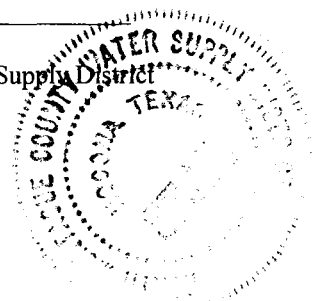
NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTOR'S OF THE NORTH MONTAGUE COUNTY WATER SUPPLY DISTRICT, OF MONTAGUE COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the Water District with the Texas Department of Agriculture by the Commissioners Court of Montague County.
2. That the County's application on behalf of the Water District be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000.00 of grant funds to provide Water System Improvements.
4. That the Water District directs and designates the Board President as the District's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the District's participation in the Texas Community Development Block Grant Program.
5. That it further be stated that the North Montague County Water Supply District is committing \$41,250.00 from its Enterprise Fund as a cash/in-kind contribution toward the construction activities of this Water System Improvement project.
6. That it further be stated that the North Montague County Water Supply District will reimburse Montague County for all expenses associated with the grant.

Passed and approved this 21 day of Sept, 2012.

Rex Bagwill
 Rex Bagwill, Secretary
 North Montague County Water Supply District

Bill Crowe
 Bill Crowe, President
 North Montague County Water Supply District



MONTAGUE COUNTY SHERIFF'S OFFICE

"Riding For the Brand"

Sheriff Paul Cunningham
(940) 894-2491 Administration



(940) 894-2871 Communications
(940) 894-2114 Facsimile

"DON'T SAY IT WRITE IT"

To: Montague County staff

From: Brandi Shipman, Admin. Assistant to Paul Cunningham

Re: Dale Ingram - sick leave donation

Date: September 24, 2012

For those of you that do not know, Sgt. Ingram had open heart surgery September 11, 2012, he had a quintuple bypass (5 jumps). Sgt. McGuinn and Chief Mitchell saw him and he was in good spirits; and was feeling good other than hurting from the surgery. If you can, either send him an encouraging e-mail dingram@montaguesheriff.com or a message on facebook if you are friends with him there. I know he would appreciate that, also keep him and his family in your prayers.

Dale's recovery time is going to exhaust all of his time that has been built up, plus many more hours. He and his wife Barbara are raising their granddaughter so going without pay for a number of weeks is really not an option. Your donation of sick time would be greatly appreciated as we pull together to help a fellow employee.

Attached please find a Sick Leave Donation form that was approved in Commissioners Court September 24, 2012. If you would be willing to make a one time sick leave donation to Dale, please fill out the form and return to Linda by October 1, 2012.

The following parameters must be adhered to for proper submission:

- The recipient (Dale) must exhaust all of his annual, compensatory time, and sick leave prior to utilizing donated sick leave.
- No more than 40 hours per year [rolling year calendar] may be donated by any employee.

SICK LEAVE DONATION FORM

Name of Donor: _____

Department: _____

Amount of Donation to be credited to Recipient: _____

Name of Recipient: Allan Dale IngramDepartment: Montague County Sheriff's Office

I hereby certify that this donation is given without expectation or promise for any purpose other than that authorized by during Commissioners Court September 24, 2012.

Signature of Donor_____
Date

This is to certify that the employee named above has a sufficient sick leave balance to donate the hours indicated above.

Signature of Department Head_____
Date**TO BE COMPLETED BY DONOR'S PAYROLL OFFICER UPON RECEIPT**

Department Name: _____

PAYROLL OFFICER

Date _____

TO BE COMPLETED BY RECIPIENT'S PAYROLL OFFICER

Recipient's current sick leave balance: _____ + _____ donation = _____ Recipient's New Sick Leave Balance

Department Name: _____

PAYROLL OFFICER

Date _____

MONTAGUE COUNTY SHERIFF'S OFFICE

"Riding For the Brand"

VOL 14 PAGE 333

Sheriff Paul Cunningham
(940) 894-2491 Administration



(940) 894-2871 Communications
(940) 894-2114 Facsimile

08-03-12

To: Sheriff Paul Cunningham

Re: Vehicles to auction

The following is a list of the vehicles we will be selling at auction:

1992 full size Ford Van with 109,697 miles

2002 Ford Crown Vic with 217,544 miles and cracked windshield

2003 Ford Crown Vic with 225,327 miles and cracked windshield

2004 Ford Crown Vic with 205,002 miles

2004 Ford Crown Vic with 180,447 miles and cracked windshield

2009 Dodge Charger V6 with 138,523 miles

2009 Dodge Charger V6 with 121,659 miles

All vehicles are in running condition, the mileage may vary as some of the vehicle are in use.
All vehicles are white in color.

Respectfully,

A handwritten signature in black ink, appearing to read "JT Mitchell".

JT Mitchell
Chief Deputy
Montague County Sheriff's Office
940-894-2491

Agreement for use of the City of Wichita Falls Mobile Command Post.

- The Mobile Command Post (MCP) was acquired through the Department of Homeland Security grant funding to serve the NORTEX region in the event of a Chemical, Biological, Radioactive, Nuclear, Explosive (CBRNE) or other major or catastrophic event. The MCP is designed to respond to a CBRNE or catastrophic event; but can be used to plan, prepare and mitigate major events in the NORTEX region.
- During a CBRNE or other catastrophic event, use of the MCP may be provided in accordance with applicable mutual aid agreements.
- For planned events that are regionally sanctioned, i.e. regional exercises or training, the City of Wichita Falls will provide the MCP and trained personnel to operate the unit for the duration of the event.
- For planned events that are NOT regionally sanctioned, i.e. local fairs, events or exercises, the requesting agency will provide trained staff to operate the MCP. If the requesting agency does not have trained staff, the City of Wichita Falls will provide trained personnel and be reimbursed by the requesting agency for all personnel costs.

The City of Wichita Falls will be required to:

- Make the MCP available to other participants within the NORTEX region in the event of a CBRNE or other major or catastrophic event in accordance with applicable mutual aid agreements.
- Maintain the MCP in good working order, following the preventive maintenance schedule as per the manufacturer.
- Provide training of personnel within the NORTEX region.
- Ensure a certified driver will deploy and redeploy the MCP. The driver must have a Commercial Drivers License Class B Exempt.
- Will ensure that the MCP is listed, maintained and current in the TRRN website.

The City of Wichita Falls will also be responsible for:

- Preparation for mobilization, including inspection, licensure, cleaning and fueling.
- Participation in NORTEX sanctioned exercises.
- At the conclusion of an event, conduct an inventory and take such steps as are necessary to prepare the MCP for future mobilization.

The Requesting Agency of the MCP, whether for incident response, training or other appropriate use will:

- Participate in appropriate training in the operation of the MCP.
- Keep a log of activities and functions performed on the MCP during the event for recordkeeping to be submitted to the Department of Homeland Security.
- Undertake such maintenance as is normal and customary during operation of the MCP.
- Clean and refuel equipment at the conclusion of use. Cleaning will include:
 - Properly emptying and cleaning of incinolet toilet.
 - Replace any and all items used during the event.
 - Clean interior and exterior of MCP.
 - Fuel the MCP.
- Identify and repair any broken equipment or other problems experienced during the event.
- Conduct a pre/post inventory and take such steps as are necessary to prepare the equipment for future mobilization.
- The requesting agency is responsible for restoring any damaged equipment or parts to its original condition that may occur to the MCP during deployment or demobilization.

During any planned event or training exercise, priority exists for CBRNE or other major or catastrophic incidents. The requesting agency will be responsible to coordinate delivery back to the City of Wichita Falls.

The City of Wichita Falls, as the host agency, reserves the right to request that the MCP be returned immediately, to coordinate any unforeseen event that threatens life or property inside the City of Wichita Falls. The City of Wichita Falls also reserves the right to request the return of the MCP if it is deemed that the Unit is not being utilized for its intended purpose.

Any issues that arise should be directed to the City of Wichita Falls Office of Emergency Management.

Office of Emergency Management
City of Wichita Falls
John Henderson
Emergency Preparedness Coordinator
940-761-6870
940-733-0112 cell

City of Wichita Falls

DATE

Montague County

Requesting Agency

Jennie Dappert

Authorized Signature from
Requesting Agency

9-24-2012

DATE

940-894-2401

Requesting Agency Emergency
Contact Phone Number(s)

VENDOR ID		VENDOR NAME		ACCOUNT NUMBER
MONTAGUE		Montague County		
DATE	INVOICE NO.	DESCRIPTION		AMOUNT
6/11/2012	06/12 CK REQ	ERRP REIMBURSEMENT		\$13,296.14

[REDACTED]

\$13,296.14

#15



Dear TAC HEBP Contracting Authority,

The Pool recently held an informative webinar about the Early Retiree Reinsurance Program (ERRP) and how we participated as a plan sponsor. Funds secured from that program are being passed along to our eligible member counties. Several of those counties participated and are aware they are receiving a check from TAC HEBP. The county representatives who were able to participate, but who aren't the Contracting Authority for your county, most likely discussed this with you. If that isn't the case, or if your county was unable to participate, please let me know if you have any questions about the program or how to use the funds.

Included is a short Q&A that serves as a reminder of how the ERRP funds must be used. The Pool strongly recommends following these guidelines, especially the restriction on the funds being used as general revenue.

Sincerely,

A handwritten signature in cursive script that reads "Rob Ressmann".

Rob Ressmann
Employee Benefits Assistant Manager
robertr@county.org
(512) 615-8948



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

ERRP Reimbursement Q&A

How may sponsors use the reimbursement?

ANSWER: Pursuant to 45 CFR §149.200, a sponsor must use the proceeds under this program (1) To reduce the sponsor's health benefit premiums or health benefit costs, (2) To reduce plan participants' health benefit premium contributions, copayments, deductibles, coinsurance, or other out-of-pocket costs, or any combination of these costs, or (3) To reduce any combination of the costs specified in (1) and (2). Proceeds received pursuant to this program may not be used as general revenue of the sponsors. Thus, to the extent a sponsor decides to use the reimbursement for its own purposes, it may use the reimbursement only to offset increases in the sponsor's health benefit premiums or health benefit costs. The sponsor must explain in the program application how it will maintain its contribution to the plan, as required by 45 CFR 149.40(a)(5)(iii).

To the extent a sponsor wishes to use some or all of the proceeds it receives under this program to reduce plan participants' health benefit premium contributions, copayments, deductibles, coinsurance, or other out-of-pocket costs, must it do so for all plan participants, and not just for early retirees?

ANSWER: Yes. If a sponsor chooses to use some or all of the proceeds it receives under this program to reduce plan participants' health benefit premium contributions, copayments, deductibles, coinsurance, or other out-of-pocket costs, it must do so for all plan participants, and not just for early retirees. As we discussed in the regulation, the statute uses the term "plan participant" (as opposed to "early retiree") when setting out the requirements for how a sponsor is to use the reimbursement. §1102(c)(4). The term

"plan participant" is defined in the regulations as "anyone enrolled in an applicable plan including an early retiree, as defined in this regulation, a retiree, a retiree's spouse and dependent, an active employee and an active employee's spouse and dependent." 45 CFR §149.2. Also, we note that nothing in the program waives the non-discrimination rules promulgated under the health insurance portability provisions of the Health Insurance Portability and Accountability Act at 45 CFR 146.121(b)(2) and (c). Those rules continue to apply regardless of participation in the program.

JUDGES FOR COUNTY ELECTIONS
One year term beginning on August 1, 2012
 Appointed by Commissioner's Court (revised 09-20-12)

Precinct # and Location	Voting Precinct Judge/ Republican Judge	Alternate Judge/ Democrat Judge
Montague County Courthouse Early Voting Ballot Board & Signature Verification	Doris McGuffey Jennifer Essary PO Box 1317 Bowie, TX 76230 940/872-3644	LaVonda Langford
2-River of Life Church	Janet McMurray 906 Sessions Bowie, TX 76230 940/872-4852	Jo Kleinhans 294 Kleinhans Rd Bowie, TX 76230 940/872-4208
3-City of Bowie Comm. Room		Wilbur St. John 501 Lindsay St. Bowie, TX 76230 940-366-2565
4-Southside Baptist Church	Karen Burgess 171 Williamson Rd. Bowie, TX 76230 940-872-1279 972-529-7808	Sylvia Campbell 847 CountryClubRd Bowie, TX 76230 940-872-1948
5-Bowie Bible Baptist Church	Barbara Winningham 607 E Nelson St. Bowie, TX 76230 940/872-2740	Nan Park PO Box 84 Bowie, TX 76230 940/872-1687
6-Bowie VFW	Paula Brooks 2652 FM 3043 Bowie, TX 76230 940/872-6861	Rebecca Sikes 4 Creekwood St. Bowie, TX 76230 940/872-3586
7-Forestburg Community Center	Amber Choate 797 FM 1749 Forestburg, TX 76239 940-736-9748	Ronald Miner PO Box 411 Forestburg, TX 76239 940-964-2410

8-Sunset Fire Hall	Danny Russell 219 Spur 511 Sunset, Tx 76270 940/845-3721	Tina Malley 230 Proctor Lane Sunset, Texas 76270 940-366-1105
9-Tales n Trails Museum	Pat Keck 6938 FM 1956 Nocona, Tx 76255 940-987-3460	Suzanne Murray 233 Hillcrest Nocona, Tx 76255 940-284-2931
10-Nocona ISD Comm. Room	Margaret Woodyard 400 W. Bluemound Nocona, TX 76255 940/825-6210	Virginia Fenner 4481 FM 1759 Nocona, TX 762553 940/825-
11-Nocona Comm. Ctr.	Betty Brasier 213 Carolyn Rd. Nocona, TX 76255 940/825-4447	Sandra Wilson 600 Main Nocona, TX 76255 940/825-5097
12-Ringgold Elementary	Minnie Walker 137 Mesquite St. Ringgold, TX 76261 940/934-6320	Janet Simpson 1271 Capps Rd Nocona, Tx 76255 940/934-6317
13-St. Jo Civic	Sam Weller 3386 FM 1815 Nocona, TX 76255 940/987-3047	Dorothy Moore PO Box 290 Saint Jo, TX 76265 940/995-2744
14-Valley View Baptist Church	Gwen Brown 247 Rivercrest Dr. Nocona, Tx 76255 940-825-3409	Diane Carpenter 7886 FM 2953 Nocona, TX 76255 940/825-3786
15-Montague County Court	Jim Weaver PO Box 326 Montague, TX 76251 940/872-0377	Marilyn Vermeland 3947 FM 1806 Nocona, TX 76255 940/894-2172

16-Phoenix Textile Co.

**James Kittrell
PO Box 188
Montague, TX 76251
940/894-6630
940/366-5388**

**Frances Reaves
212 Reaves Rd.
Bowie, TX 76230
940/872-3483**

Resolution Committee

**Mari-Kathryn Braswell
PO Box 28
Forestburg, Tx 76239
214-649-7590**

**Angie Odom
400 Lindsey, Ste D
Bowie, Texas 76230
940/872-7095**

County Election Board: Judge Tommie Sappington; Glenda Henson, County Clerk; Syd Nowell, Tax/Assr/Voter Registrar; Mari-Kathryn Braswell, Republican Party Chairman; and Angie Odom, Democratic Party Chairman.

Central Counting Station Manager: Glenda Henson. Tabulation Supervisor: Glynis Russell

EV Montague County Courthouse 1st Floor

- 1. Glenda Henson**
- 2. Minnie Walker**

EV-1 Branch Bowie Legend Bank

- 1. Nan Park**
- 2. Barbara Winningham**

EV-2 Branch Nocona Comm. Ctr.

- 1. Pat Keck**
- 2. Suzanne Murray**

(COPY 1/27/12

CUSTOMER RESPONSIBILITIES

1. Agrees to operate and run the machine to help achieve hour and reliability goals. Caterpillar is targeting 000 hours per month given machine availability.
2. Consent to regular visits and inspections by the Dealer's Service Department and by Caterpillar Inc. personnel. Machine availability to dealer and Caterpillar representatives is mandatory condition of program. Every attempt will be made to minimize disruption to normal production.
3. Consent to allow photos and video to be obtained to illustrate problems, repairs, operation, etc., on the follow units.
4. Instruct his employees in the proper and safe operation of the machine.
5. ~~Instruct employees to make appropriate entries in the product diary for each shift the machine is scheduled to work, including oil, fuel, DEF consumption, down time, daily job description such as road maintenance, snow removal etc.~~
6. Agree to notify the Dealer's Service Department immediately in the event of a machine failure or operational problem.
7. Agree not to alter the machine or attach accessories without the approval of the Dealer Service Department and the Caterpillar Motor Grader team.
8. Agree to perform daily maintenance of the machine, including lubrication, adding oil, ~~DEF~~ and fuel.
9. Agree not to allow competitive personnel to inspect machine or take pictures.
10. Agrees to be responsible for normal maintenance items such as cutting edges and ripper teeth, unusual tire damage, etc.
11. Liability: customer is responsible for operator/personal liability as they are for any other product they own or operate.

 Customer Representative

 Date

Customer Responsibilities.

1. Operate the Pilot Machine to achieve 100 hours per month.
2. Provide fuel (diesel and DEF) necessary to operate the Pilot Machine.
3. Instruct employees in the proper and safe operation of the Pilot Machine.
4. Allow periodic inspections of the Pilot Machine by Caterpillar and Dealer representatives. These visits may require stopping the Pilot Machine in order to perform the inspection.
5. Instruct operators to make appropriate entries in the Daily Operator's Log (provided by Caterpillar) for each shift the Pilot Machine is operated.
 - a. Record oil and fuel (diesel and DEF) consumption
 - b. Record minor repairs and adjustments, down time and other problems encountered
 - c. Record daily job description such as road maintenance, ditch building, ripping, snow removal, heavy blading, finish grading, etc
6. Notify the Dealer's service department immediately in the event of a failure or operational problem.
7. Allow photos and/or videos of the Pilot Machine, tests, training, and any interviews or meetings with Customer personnel as reasonably requested by Caterpillar.
8. Perform daily maintenance of the Pilot Machine, including lubrication, oil and filter services, and ground engaging tool maintenance, if applicable.
9. Allow the Caterpillar dealer to:
 - a. Perform all routine maintenance and service activities as requested by Caterpillar
 - b. Save all failed/replaced parts in a dry, secured area for inspection by Caterpillar.
 - c. Use only Caterpillar filters, ground engaging tools, parts and oils/ fluids. Non-Caterpillar fluids or ground engaging tools may be used if approved by Caterpillar
10. Maintain a Customer owned backup machine to be used when the Pilot Machine is not in service. Significant downtime may occur due to maintenance, repairs, inspections, and testing.
11. Dedicate fully trained, experienced operator(s) for multiple shifts during the Testing.
12. Provide reasonable access to Customer's shop area, or in the event no shop area is located at the Site another area which will allow for the assembly, repair, update and disassembly of the Pilot Machine as reasonably requested by Caterpillar or Dealer.
13. Agree not to alter the machine or attach accessories without the approval of the Dealer Service Department and the Caterpillar Field Follow Engineer.
14. Agree not to allow competitive personnel to inspect machine or take pictures. Agree to not post any information or pictures related to the Pilot Machine on the internet (chat rooms, blogs, etc).
15. Agrees to be responsible for normal maintenance items such as cutting edges and ripper teeth, unusual tire damage, etc.
16. Liability: Customer is responsible for operator/personal liability as they are for any other product they own or operate. Customer is not required to obtain insurance for the Pilot Machine.

GENTLEMAN'S AGREEMENT

Caterpillar Responsibilities

1. Loan to Customer, the Pilot Machine.
2. Provide personnel to monitor the initial start-up of the Pilot Machine.
3. Assign a dedicated field follow engineer to represent Caterpillar during the Testing Term.
4. Observe all rules and regulations as defined by the Customer's operation when visiting the Site.
5. Provide training to Customer personnel related to the service, maintenance and operation of the Pilot Machine;
6. Provide literature, parts support and technical assistance required to keep the Pilot Machine in acceptable operating condition.
7. Periodically review the status and the results of the Tests with key Dealer and Customer personnel.
8. Schedule inspections and teardowns with the Customer to reduce downtime and minimize impact on the Customer's operation.
9. Provide three (3) days notice of regular visit.
10. Enroll the Pilot Machine in the Caterpillar S-O-S program and provide S-O-S sampling materials.
11. Arrange for, and pay any cost associated with, the crating, loading, freight, assembly and removal of the Pilot Machine to and from the Site.
12. Bear the cost of repairs not to be performed by Customer reworks, and inspections.

Signature: _____

Signature: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

(Customer Representative)

(Caterpillar Representative)

MASTER FIELD FOLLOW AGREEMENT

This Master Field Follow Agreement ("**Agreement**") is entered into as of October 11, 2012 ("**Effective Date**"), between Caterpillar Inc., a Delaware corporation with offices located at 100 N.E. Adams Street, Peoria, Illinois 61629 ("**Caterpillar**") and Montague County, a State of Texas County with offices located at P.O. Box 475, Montague, TX ("**Customer**").

BACKGROUND:

- A. Caterpillar from time to time manufactures various pre-production machines (the "**Pilot Machine(s)**") that require field follow testing to evaluate reliability and performance (the "**Tests**" or "**Testing**").
- B. In order to complete the Tests, Caterpillar requires the assistance of the Customer.
- C. In the event that Caterpillar requests the Customer's assistance and Customer elects to participate in the Tests, Customer and Caterpillar will enter into one or more separate numbered attachments ("**Attachments**") to this Agreement, and Tests shall be subject to the terms and conditions of such Attachments and this Agreement.

For the mutual promises and covenants and other consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows.

1. **Attachments to Agreement.** Individual Tests and Pilot Machines shall be as described in one or more Attachments to this Agreement substantially in the form as set forth in Exhibit A attached hereto and incorporated herein by reference. Such Attachments shall be executed by both parties, shall specifically reference this Agreement, and shall be subject to all of the terms of this Agreement, except for any terms explicitly modified in writing in the Attachment. Nothing contained herein shall be deemed to create any obligation on the part of Caterpillar or Customer to execute any Attachments to this Agreement.
2. **Scope.**
 - (a) **Tests.** Subject to this Agreement Customer shall have the right to use the Pilot Machine for the sole purpose of conducting the Tests during the Testing Term (defined in Section 3) at Customer's facility described in the applicable Attachment (the "**Site**"). Customer acknowledges that Caterpillar makes no representations or warranties with respect to the Pilot Machines. Caterpillar may, in its sole discretion, (i) cause Tests to be lengthened, shortened, modified or interrupted or (ii) make modifications to the Pilot Machine or replace the Pilot Machine with another unit. Customer may operate the Pilot Machine only in accordance with Caterpillar's instructions and the terms herein and in an Attachment and shall not make any modification to the Pilot Machine without prior written approval from Caterpillar.
 - (b) **Testing Responsibilities.** In connection with Testing, each party will be responsible for those items identified as its responsibility in Exhibit B, attached hereto and incorporated herein by reference.
 - (c) **Payment.** Customer agrees that neither Caterpillar nor Dealer (defined in Section 4) will provide payment to Customer for Testing, access to the Site or any Customer equipment utilized during the Tests. Customer acknowledges that good and valuable consideration is being provided in the form of Customer's use of the Pilot Machine.
3. **Term.** This Agreement shall remain in effect as long as an Attachment remains in effect (the "**Term**"). The term of individual Tests shall be as set forth in the Attachments (the "**Testing Term**").
4. **Access.** Customer hereby grants to Caterpillar, Caterpillar's authorized dealer ("**Dealer**") and their designees access to and observation rights with respect to the Pilot Machine in connection with the Testing. Notwithstanding anything herein to the contrary, Customer agrees to return to Caterpillar the Pilot Machine and any Test-related hardware upon request or after the Term.
5. **Test Data.** In exchange for use of the Pilot Machine, Customer agrees to assign, and hereby does assign, to Caterpillar all of Customer's right, title and interest in any Test results and other Test data related to Testing the Pilot Machine (the "**Deliverable(s)**"). Caterpillar shall own all intellectual property rights in connection with the Deliverables. Within 24 hours of each Caterpillar request and at the end of the Testing Term, Customer shall deliver a copy of all Deliverables to Caterpillar. Customer hereby warrants waiver of all moral rights in the Deliverables. Customer acknowledges that Caterpillar shall have unrestricted right to make, have made, use, import, sell, or offer to sell, any improvements or knowledge received through the Deliverables or that Customer, Customer's employees or others to whom Customer provided access to the Information (defined in Section 6), may suggest as a result of participation in the Tests or as a result of their access to the Information.
6. **Confidentiality.** Customer understands that the Pilot Machine is in the testing stage and that its development for use has not been publicly divulged and that strict confidentiality is an essential part of the Tests. Without the prior written approval of Caterpillar, Customer may not advertise that the Pilot Machine has been tested nor make any other claims with respect to the Testing or the Pilot Machine. Customer understands that the Deliverables, the Pilot Machine and its parts and components, the Tests and all Test results, any information related to the Pilot Machine, any information related to Caterpillar's interest in the Pilot Machine and how Caterpillar may or may not intend to use the Pilot Machine and any information obtained from Caterpillar (collectively "**Information**") are strictly confidential and proprietary and should not be disclosed or used by Customer, or its representatives except in strict conformance with the terms herein provided, however Information may be shared with the Dealer assisting with the Tests. Customer shall restrict access to the Information to its representatives who have a need to know it to assist with the Tests; *provided* that such representatives are first apprised of the confidential nature of the Information and, if requested by Caterpillar, have signed an appropriate confidentiality agreement satisfactory to Caterpillar to protect the Information. Customer shall protect the Information with no less than reasonable care. Customer shall be responsible and indemnify Caterpillar for breach of this Agreement by its representatives. Customer shall, at the request of Caterpillar, return or destroy (with an officer certifying the destruction of) any media containing Information. Customer may not issue any press release or make any other public disclosure (including disclosure to public officials) with respect to this Agreement, except as required by law, without the prior written approval of Caterpillar. Customer shall not reverse-engineer, decompile or disassemble any Information, including, without limitation, technical designs, drawings, components or specifications provided to Customer or belonging to Caterpillar.
7. **Caterpillar Owns Pilot Machine and Caterpillar Parts.** Caterpillar shall retain all right, title and interest in the Pilot Machine, and any parts and/or materials (collectively, the "**Property**") provided to Customer by Caterpillar or incorporated into the Pilot Machine in connection with the Testing. Customer agrees not to claim any rights in the Property and shall not assign, convey, encumber, mortgage or otherwise dispose of the Property or this Agreement or to permit it to be subject to any legal process without prior written consent of Caterpillar, and any attempt to do so shall be null and void. Customer shall not move the Pilot

Machine from the Site without prior written approval of Caterpillar. Caterpillar retains the right to execute any Uniform Commercial Code forms or any other documents as may be necessary to reflect Caterpillar's ownership of the Property. Customer will take such further steps and execute any further instruments as may be reasonably necessary or desirable to certify Caterpillar's ownership in the Property. Caterpillar may place identification on the Property as Caterpillar deems appropriate to indicate its ownership of the Property.

8. **Purchase of Pilot Machine by Customer.** In the event Caterpillar decides to sell the Pilot Machine at the conclusion of the Tests, Customer may purchase the Pilot Machine at a price and under such terms and conditions as agreed upon between Dealer and Customer.

Prior to a sale of the Pilot Machine to Customer, Dealer shall obtain title to the Pilot Machine from Caterpillar pursuant to normal business practice. Prior to the sale of the Pilot Machine to Dealer, Caterpillar shall provide to Dealer and Customer a document outlining all content updates made to the design of the Pilot Machine during the Testing Term (the "Content Update"). Upon review and written acceptance of the Content Update by Dealer and Customer, Dealer shall obtain the necessary parts and, at a date and time as mutually agreed upon by Dealer and Customer, perform the necessary services to install Content Updates on the Pilot Machine.

After completion of the Content Updates, the Pilot Machine will be treated as if it were being sold as a new Caterpillar production machine through normal business channels with subsequent product problems and service letters handled accordingly.

9. **Taxes.** Customer will be responsible for all taxes related to the Pilot Machine arising or accruing during the Testing Term and, if the Pilot Machine is purchased by the Customer, after the Testing Term, including, without limitation, excise, sales, use, property, value added, withholding, income and other taxes and government charges.
10. **Warranty and Limitation of Liability.** The Pilot Machine is loaned to Customer AS IS and with all faults. **CATERPILLAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PILOT MACHINE, OR ANY INFORMATION, TEST RESULTS, TEST DATA, DELIVERABLES OR ANY OTHER DATA PROVIDED TO CUSTOMER. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** In no event shall Caterpillar be liable under this Agreement or any Attachment under any circumstances for any lost profits or special, treble, incidental, indirect or consequential damages. Caterpillar shall not be responsible for loss of revenue resulting from failure of the Pilot Machine to perform a required task.
11. **Risk of Loss or Damage to Pilot Machine.** Customer shall secure the Pilot Machine in a reasonable manner, but in no case with less care than Customer secures its own equipment of like value.
12. **Insurance.** Customer, at its expense, shall maintain (i) Worker's Compensation and Employers' Liability Insurance providing benefits as required by applicable law with a minimum limit of one million dollars (\$1,000,000) per occurrence or limits set by applicable law, whichever is greater, (ii) comprehensive liability insurance for not less than one million dollars (\$1,000,000) for combined coverage of bodily injury and property damage, and (iii) Business Automobile Liability Insurance (Occurrence Coverage) for owned, non-owned, and hired automotive equipment with a minimum combined single limit of liability of one million dollars (\$1,000,000).
13. **Indemnification.**
- (a) Customer agrees to indemnify, defend and hold harmless

Caterpillar, Dealer and their employees and agents, from and against all claims and demands, including, but not limited to, all costs, attorneys fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person whatsoever, or damage to property or business of any kind, to the extent caused in whole or in part by (i) possession, modification, use or repair of the Pilot Machine by Customer, its employees or agents, (ii) any act or omission to act by Customer or its employees, agents or contractors, including but not limited to negligent or improper maintenance or operation of the Pilot Machine or (iii) breach of this Agreement by Customer or its employees, agents or contractors.

- (b) Subject to the limitations set forth in Section 10, Warranty and Limitation of Liability, Caterpillar agrees to indemnify, defend and hold harmless Customer and its employees and agents, from and against all claims and demands, including, but not limited to, all costs, attorneys fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person whatsoever, or damage to property or business of any kind, to the extent caused in whole or in part by (i) a defect in the Pilot Machine (excluding defects caused by negligent Customer use or repair of such Pilot Machine), (ii) any act or omission to act by Caterpillar or its employees, agents or contractors or (iii) breach of this Agreement by Caterpillar or its employees, agents or contractors.

14. **Applicable Law; Jurisdiction.** This Agreement shall be deemed to have been entered in the State of Illinois. It shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby or any of the other transactions contemplated hereby in the federal courts of the United States of America located in Peoria County of the State of Illinois and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in the federal court of the United States of America located in Peoria County of the State of Illinois has been brought in an inconvenient forum.
15. **Parties' Relationship; No Third Party Beneficiaries.** Nothing herein is to imply an agency, joint venture or partner relationship between the parties. This Agreement does not provide and is not intended to be for the benefit of any third party (including, but not limited to, customers of Customer), is not enforceable by any third party, and shall not confer on any third party any remedy, claim, right of action or other right.
16. **No Assignment; Change in Control.** Customer shall not assign this Agreement by transfer, disposition, sale or otherwise or assign, convey, encumber, or otherwise dispose of the Property without the prior written consent of Caterpillar. During the Term, if there is a change in the ownership or control of Customer, or a parent company thereof, Caterpillar shall have the option of terminating this Agreement immediately by giving written notice thereof. For purposes of this Section, a change in the ownership and control of Customer or a parent company thereof, as appropriate, shall be deemed to have occurred if and when any one or more persons acting individually or jointly purchases substantially all of the assets of Customer, or a parent thereof, becomes a beneficial owner, directly or indirectly, of securities representing 25% or more of the combined voting power of the then outstanding securities of Customer or the parent thereof.
17. **Survival.** Any obligation arising under this Agreement that by its nature will continue beyond the termination, cancellation or expiration hereof shall survive such termination, cancellation, or expiration until all relevant obligations have been fulfilled.
18. **Compliance With Laws.** Customer shall, in the use and operation of the Pilot Machine, comply with all applicable existing and future laws and regulations applicable to the possession, use and

operation of the Pilot Machine and shall hold harmless and indemnify Caterpillar for any failure to do so.

- 19. **Force Majeure.** The parties obligations under this Agreement are excused without liability where its performance of such obligations is rendered impossible or impracticable by reason of fire, explosion, earthquake, drought, embargo, war, riot, act of God or of public enemy, an act of governmental authority, agency or entity, strike or other labor dispute, or any other similar contingency, delay, failure or cause, beyond the reasonable control of the party claiming force majeure, irrespective of whether such contingency is specified herein or is presently occurring or anticipated. If any party is prevented from fulfilling any obligations under this Agreement because of such a force majeure event as described herein, such party shall make commercially reasonable efforts to continue performing its obligations not affected by the force majeure event hereunder during the Term.
- 20. **Export Control.** Customer understands and acknowledges that the Pilot Machine, and/or the software and components contained therein, may be subject to the export administration regulations of the United States Government relating to the export of technical data and the Pilot Machine. This Agreement is subject to, and Customer agrees to comply with, any laws, regulations, orders or other restrictions on the export of the Pilot Machine from the United States which may be imposed by the United States Government or agencies thereof. Customer agrees to not transmit or transfer the Pilot Machine outside of the United States without Caterpillar's prior written consent.
- 21. **Waiver; Construction; Section Headings.** The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written consent of the parties. The waiver by a party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior,

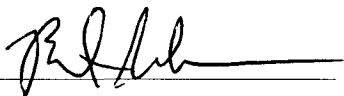
subsequent or contemporaneous, of this Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring a party by virtue of the authorship of any of the provisions of this Agreement. Section headings contained herein are for ease of reference only and shall not be given substantive effect.

- 22. **Severability; Injunctive Relief.** Invalidation of any of the provisions contained herein, or the application of such invalidation thereof to any person, by legislation, judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect, unless enforcement as so modified would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes hereof. Customer acknowledges that monetary damages may not be adequate to protect Caterpillar from Customer's breach of this Agreement and accordingly acknowledges that Caterpillar shall be entitled to seek, in addition to any other remedies it may have, specific performance, temporary and permanent injunctive relief or such other equitable remedies as may be available from any court of competent jurisdiction without the necessity of proving actual damage.
- 23. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters herein and therein, and supersedes and replaces any and all prior agreements and understandings, whether oral or written, between them with respect to such matters. The parties agree that the terms and conditions of any Customer quotation, offer, acknowledgment or similar document, however designated, shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the date first set forth above

Caterpillar Inc. (Caterpillar)

Montague County (Customer)

By: 
 Title: Senior Service Engineer


By: 
 Title: Montague Co. Commissioner

EXHIBIT A
FORM OF ATTACHMENT

This Attachment No. Exhibit A to Master Field Follow Agreement is dated as of October 11, 2011.

WHEREAS, Caterpillar and Customer have entered into a Master Field Follow Agreement dated as of October 11, 2012 (the "Master Field Follow Agreement"); and

NOW, THEREFORE, the parties agree as follows:

1. The terms and conditions of the Master Field Follow Agreement are incorporated herein as if fully rewritten herein. Capitalized terms used herein shall have the same meaning as in the Master Field Follow Agreement unless the context requires otherwise.
 2. The Pilot Machine subject to this Attachment No. Exhibit A is Caterpillar's pre-production 140M3 identified by serial number N9D00102 to be used at the Site located at Montague, TX.
 3. The Testing Term of this Attachment shall be for 9 months from the date of delivery of the Pilot Machine to Customer unless sooner terminated pursuant to the provisions set forth below:
 - a. Caterpillar may terminate this Attachment for any reason, at any time.
 - b. Customer may terminate this Attachment at any time upon demonstrating to Caterpillar that the Testing is materially interfering with its normal course of business.
 4. Unless otherwise expressly provided herein upon expiration or termination of this Attachment, Customer shall cooperate with Dealer to make arrangements for the removal of the Pilot Machine from the Site. Customer shall cease operation of the Pilot Machine as of the date of termination or expiration.
- The target hours for successful completion of the Tests is approximately 100 hours per month as recorded on the Pilot Machine's service meter ("Target Hours"). It is expected the Target Hours can be completed within the Testing Term subject to the Pilot Machine's availability after scheduled delays (Preventative Maintenance, inspections, fuel & lube etc.), unscheduled delays (failures, vacation, shop space issues, etc.), and field development related delays (fix design improvement issues, new part delays, etc.).

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

Montague County

Caterpillar Inc.

By: James Gambler

By: Brent Schworer

Name: James Gambler

Name: Brent Schworer

Title: Montague Co. Commissioner

Title: Senior Service Engineer

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF Montague County (ENTITY), Montague (CITY), TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY DEPARTMENT OF EDUCATION, WHICH SPONSORS CHOICE PARTNERS COOPERATIVE, PROVIDING FOR A COOPERATIVE PURCHASING PROGRAM FOR GOODS AND SERVICES; DESIGNATING County Judge (NAME AND/OR TITLE), AS OFFICIAL REPRESENTATIVE OF THE Montague County (ENTITY) RELATING TO THE PROGRAM.

WHEREAS, the Commissioners Court of ~~the~~ Montague County (Entity) has been presented a proposed Interlocal Agreement by and between Harris County Department of Education, and ~~the~~ Montague County (Entity) and found to be acceptable and in the best interests of the Montague County (Entity) and its citizens, are hereby in all things approved.

WHEREAS, ~~the~~ Montague County (Entity) of Montague (City), Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the described purchasing program sponsored by Harris County Department of Education, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE Montague County (ENTITY), Montague, Texas:

Section I. The Terms and conditions of the agreement having been reviewed by the Commissioners Court of the Montague County (Entity) and found to be acceptable and in the best interests of the Montague County (Entity) and its citizens are hereby in all things approved.

Section II. The County Judge (Title/Name) of the Montague County (Entity) under the direction of the Commissioners Court of the Montague County (Entity) is hereby designated to act for the Montague County (Entity) in all matters relating to Harris County Department of Education including the designation of specific contracts in which the Montague County (Entity) desires to participate.

Section III. This resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED THIS THE 24th DAY OF September ~~2006~~ 2012.

ATTEST:

(Authorized Signature)

Donda Benson
Montague County Clerk
(Title)

Jimmie Shappert
Montague County Judge
(Title)



County Master Service Interlocal Contract
Between Harris County Department of Education
& Montague County

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and COUNTY of Montague ("COUNTY"), located in Montague, Texas, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and COUNTY desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
 - A. **HCDE agrees to:**
 - Provide COUNTY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
 - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
 - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
 - B. **COUNTY agrees to:**
 - Participate in any or all of the services that HCDE has to offer.
 - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of COUNTY.
 5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
 6. Conflict of Interest. During the Term of HCDE’s service to COUNTY, COUNTY, its personnel and agents, shall not, directly or indirectly, whether for COUNTY’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
 7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
 8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
 Attn: John E. Sawyer, Ed.D.
 County School Superintendent
 6300 Irvington Blvd.
 Houston, Texas 77022
 713-694-6300

County of Montague
 Attn: Tammie Sappington
 Title: County Judge
 Address 1: P.O. box 475
 Address 2: Montague, TX 76251
 Phone: 940-894-2401
 Email: 940-894-3999

9. Relation of Parties. It is the intention of the parties that COUNTY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and COUNTY or HCDE and any of COUNTY’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide COUNTY these services. During the Term of Contract, COUNTY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
 - By COUNTY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
 - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
 - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

- 12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the COUNTY. Both parties agree to allow the COUNTY to use any or all of the following programs and/or services with no charge from HCDE: Choice Partners (CPC), Drug Testing Services and Fuel Cooperative.

The COUNTY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

- 13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
- 14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
- 15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
- 16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and COUNTY have executed this Contract to be effective on the date specified in Article 1. Term above:

Montague County
Name of County

Tommie Seppington
Authorized Signature

Harris County Department of Education

Tommie Seppington
Printed Name

John E. Sawyer, Ed.D.

County Judge
Title

County School Superintendent

9-24-2012
Date

_____ Date

TRC
500
1284

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

DATE: 9-10-12
 NAME: Pioneer Natural Resources
 ADDRESS: 925 University Drive, Fort Worth, TX 76107
 CONTACT PERSON: CORY TIPPEN TELEPHONE NO. 940-453-6480
 ROAD NAME: Dry Valley Road COMMISSIONER PCT. 1 2 3 4
 GPS Coordinates: Latitude 33.50945 Longitude -97.65218
(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 two new 15" culverts in Dry Valley Road and running an 8" frac line in each ~~can~~ carrying fresh water from frac pit to well location. Crossing is 1278' NW of up from FM 1749.

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 1099 Dry Valley Rd, Forestburg TX
 Well Site Physical Address: Dry Valley Rd. Forestburg, Tx. UTGCD ID#: 2797 76239

Type of Water Used:

- Surface Water _____ Percentage
 Ground Water 100 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: Drilling well location 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 9-10-12

SIGNATURE *Cory L...*

Attention:

Upon acceptance of the application the following fees are required.

1. Permit Fee of \$500.00 for each Road Crossing, Temporary or Permanent. Temporary Lines laid in the Right of Way are calculated at \$2.00 for each 16' of line. Checks should be made payable to: **Montague County.**
2. Recording Fee of \$16.00 for the 1st page and \$4.00 for each page thereafter. Separate check made payable to the Montague County Clerk.

Install 2 new 15" culverts in Dry Valley Road to run an 8" poly frac line in each. Location is 1278' North/West of FM 1749.

33 50945, -97 65218

Dry Valley Rd

© 2012 Google

lat 33.509466° lon -97.652249° elev 941 ft

Google

Eye all

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

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

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

Now, on this the 24th day of SEPTEMBER, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 3" POLY LINE , along, over, and across or under the County Right-of-way, of PICKET RUN ROAD, PCT. #2, the County of Montague, State of Texas, and the court having considered such application, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 3" POLY LINE should be granted, it is accordingly ordered by the Court:

1. That the County of Montague, State of Texas, does hereby grant the right, privilege and right-of-way to PIONEER NATURAL RESOURCES, INC., to lay, construct, maintain, and operate a TEMPORARY 3" POLY LINE , along, over, across, beside or under the County Right-a-way of PICKET RUN ROAD, PCT. #2, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY 3" POLY LINE shall be maintained as not to interfere with the use and occupancy of such roads by public.
3. That any adjustments of said TEMPORARY 3" POLY LINE , required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to PIONEER NATURAL RESOURCES
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said PIONEER NATURAL RESOURCES, 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	PIONER NATURAL RSOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

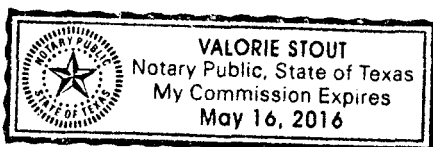
Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein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

Given under my hand and seal of office this 24TH Day of SEPTEMBER, 2012.

My commission expires:

Valerie Stout

Notary Public in and for Montague
County, Texas.



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TFL

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

DATE: 9-5-2012

NAME: Pioneer Natural Resources

ADDRESS: 925 University Drive, Fort Worth, TX 76107

CONTACT PERSON: CORY TIPPEN TELEPHONE NO. 940-453-6488

ROAD NAME: Picket Run Road COMMISSIONER PCT. 1 (2) 3 4

GPS Coordinates: Latitude 33.475558 Longitude -97.928532
(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:

Running one 3" poly line carrying fresh water from a holding free pond that is supplied from the Bowie Waste Water Treatment plant. Using existing 12" steel culverts. Crossing location is North 3517 feet from the intersection of Pickett Run Road and Fruitland 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: Bowie Waste Water Treatment Plant

Well Site Physical Address: _____ UTGCD ID#: _____

Type of Water Used:

- Surface Water 100% 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: drilling well location 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 9-10-2012

SIGNATURE *Cory J...*

Attention:

Upon acceptance of the application the following fees are required.

1. Permit Fee of \$500.00 for each Road Crossing, Temporary or Permanent. Temporary Lines laid in the Right of Way are calculated at \$2.00 for each 16' of line. Checks should be made payable to: **Montague County.**
2. Recording Fee of \$16.00 for the 1st page and \$4.00 for each page thereafter. **Separate check made payable to the Montague County Clerk.**

Crossing Pickett Run Road utilizing existing 12" culvert. 3517' North of the intersection at Fruitland Road.

33.475558, -97.828532

©2012 Google

lat: 33.475601° lon: -97.828453° elev: 968 ft

Google

Eye all

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

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

Now, on this the 24th day of SEPTEMBER, 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 WATER LINE , along, over, and across or under the County Right-of-way, of TURKEY CREEK ROAD, PCT. #2, the County of Montague, State of Texas, and the court having considered such application, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY WATER 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 PIONEER NATURAL RESOURCES, INC., to lay, construct, maintain, and operate a TEMPORARY WATER LINE , along, over, across, beside or under the County Right-a-way of TURKEY CREEK ROAD, PCT. #2, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY WATER 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 WATER LINE , required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to PIONEER NATURAL RESOURCES
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said PIONEER NATURAL RESOURCES, 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	PIONER NATURAL RSOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

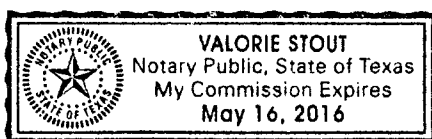
Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein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

Given under my hand and seal of office this 24TH Day of SEPTEMBER, 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: 8/27/2012 *a-13-2012*

NAME: Pioneer Natural Resources USA Inc.

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

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

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

GPS Coordinates: Latitude 33.441314 Longitude -97.834289
(GPS Coordinates for Road Crossings)

TEMPORARY PERMANENT PLAT ATTACHED

*1272
#195-00
TFL*

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

Pioneer Natural Resources is proposing to lay 2-8" temporary water lines along the edge of Turkey Creek Road right-of-way. The installation of said temporary line will be approximately 0.75 mile North from the intersection of FM 1792 and Turkey Creek Rd. The line will run approximately 0.3 mile to the north and then enter on to private property. The origin of the line will be at the Turkey Creek Frac pond and will be transporting well water to location.

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: Pioneer Natural Resources

Water Site Physical Address: Turkey Creek Rd, Sunset, TX 76270 UTGCD ID#: 272106

Type of Water Used:

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

GPS Coordinates: Latitude 33.44 Longitude -97.834167

Meter Serial Number: 13296

Beginning Meter Reading (as displayed on meter): 0

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

Location of the use of the water: lat 33.450627 lon -97.854796 County: Montague

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

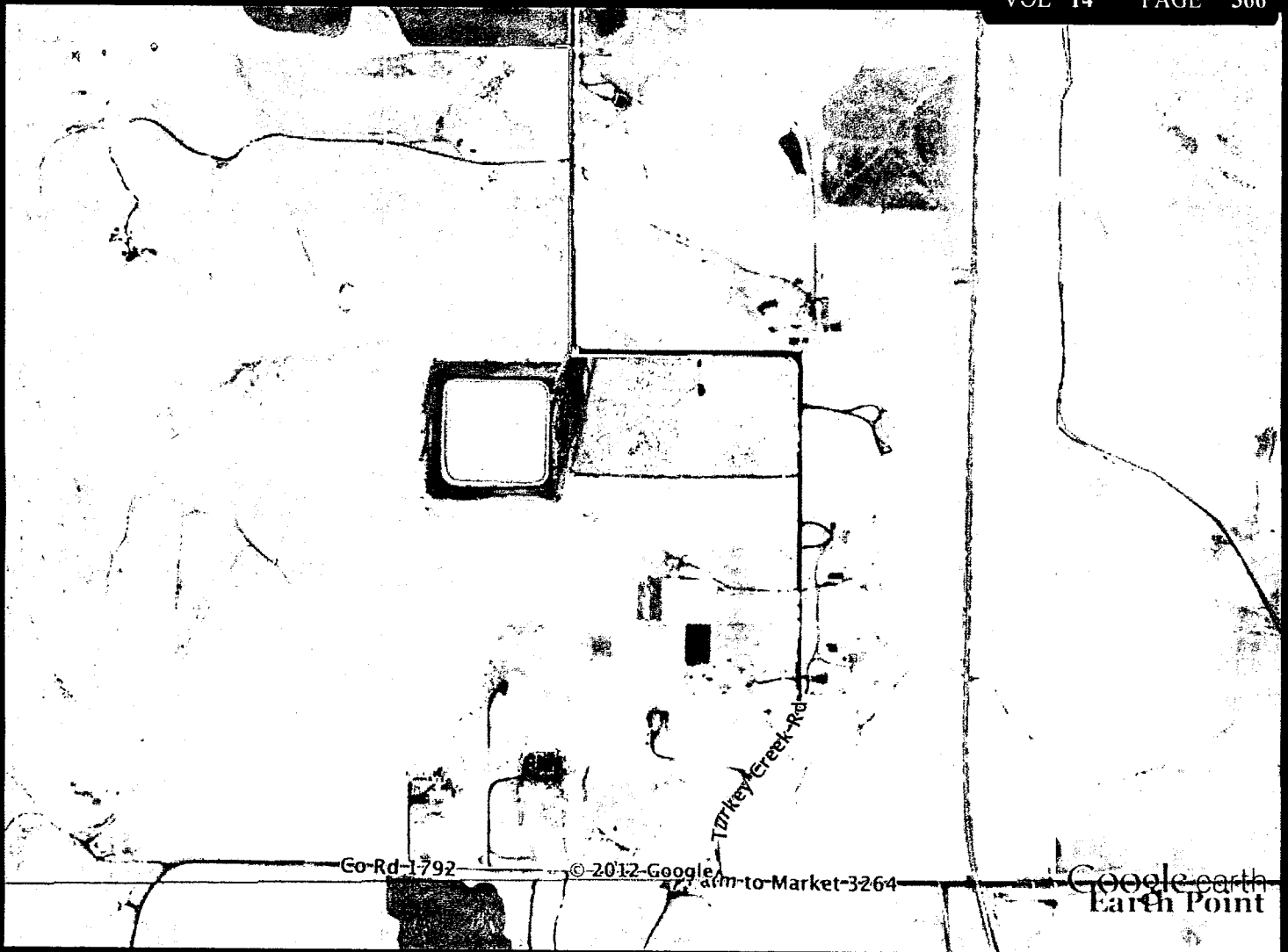
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

DATE 8/27/12

SIGNATURE _____

Google earth



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

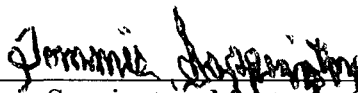
[Signature]
 Deputy

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 24th day of SEPTEMBER, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE , along, over, and across or under the County Right-of-way, of LAKE VALLEY ROAD, PCT. #1, the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

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




Tommie Sappington, Montague Co. Judge

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

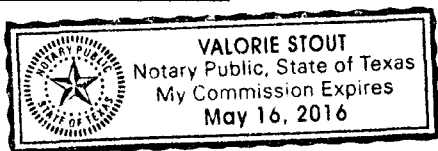
Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein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

Given under my hand and seal of office this 24TH Day of SEPTEMBER, 2012.

My commission expires:



Notary Public in and for Montague County, Texas.



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

DATE: 09/18/2012

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: LAKE VALLEY ROAD COMMISSIONER PCT. 1

GPS Coordinates: Latitude _____ Longitude _____

TEMPORARY PERMANENT PLAT

ATTACHED

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

10" ALUMINUM FRAC LINE
TEMPORARY FRAC LINE ON SYMNRA ROAD APPROX ^{10,000} ~~1200~~ FEET *HW*

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

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

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

Meter Serial Number: _____ N/A _____

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

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

DATE: 09/18/2012

NAME: EOG RESOURCES, INC.

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

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

ROAD NAME: Denver Road COMMISSIONER PCT. 1

GPS Coordinates: Latitude 33.48464 Longitude 97.74877

TEMPORARY PERMANENT PLAT

ATTACHED

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

TEMPORARY ROAD CROSSING ON DENVER ROAD

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

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

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

Meter Serial Number: _____ N/A _____

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

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

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

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

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

AFFIRMATION

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

DATE 5/18/12

SIGNATURE [Signature]



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

[Signature]
Deputy

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

VOL 14 PAGE 374

DATE: 9/18/12

NAME: EOG RESOURCES, INC.

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

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

ROAD NAME: Smyrna Road COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.30 02 64 Longitude 97.45 42 78

TEMPORARY PERMANENT PLAT

ATTACHED

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

TEMPORARY ROAD CROSSING ON SYMNRA ROAD

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	<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 9/18/12

SIGNATURE [Handwritten Signature]



County Clerk's Memorandum
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customer's request.

[Handwritten Signature]
Deputy

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

DATE: 09/18/12

NAME: EOG RESOURCES, INC.

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

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

ROAD NAME: Curry Lane COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.49520 Longitude 97.76053

TEMPORARY PERMANENT PLAT

ATTACHED

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

TEMPORARY ROAD CROSSING ON CURRY LANE

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

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

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

Meter Serial Number: _____ N/A _____

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

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

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

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

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

AFFIRMATION

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

DATE 9/18/12

SIGNATURE *[Handwritten Signature]*



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

[Handwritten Signature]
Deputy

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 24th day of SEPTEMBER, 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 SMYRNA ROAD, PCT. #2, the County of Montague, State of Texas, and the court having considered such application 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 SMYRNA ROAD, PCT. #2, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY 10" ALUMINUM FRAC LINE shall be maintained as not to interfere with the use and occupancy of such roads by public.
3. That any adjustments of said TEMPORARY 10" ALUMINUM FRAC LINE , required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to EOG RESOURCES, INC.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said EOG RESOURCES, INC., its successors and assigns, without further grant or procedure.
5. That Montague County DOES NOT ALLOW any above ground lines to be laid on or beside roadways that are used to transfer Oil, Gas, or Salt Water Products.

Tommie Sappington

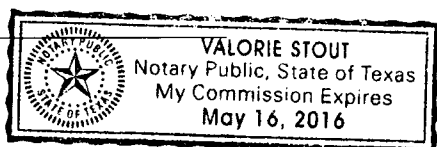
 Tommie Sappington, Montague Co. Judge

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

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

Given under my hand and seal of office this 24TH Day of SEPTEMBER, 2012.

My commission expires:



Valorie Stout

 Notary Public in and for Montague County, Texas.

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

DATE: 09/18/2012

NAME: EOG RESOURCES, INC.

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

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

ROAD NAME: SMYRNA ROAD _____ COMMISSIONER PCT. 2

GPS Coordinates: Latitude _____ Longitude _____

TEMPORARY PERMANENT PLAT

ATTACHED

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

10" ALUMINUM FRAC LINE
TEMPORARY FRAC LINE ON SYMNRA ROAD APPROX 2100 FEET

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

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

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

Meter Serial Number: _____ N/A _____

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

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 24th day of SEPTEMBER, 2012, at a Regular Term and Session of the Commissioner Court of Montague County, Texas, can on to be considered the application of for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY 10" ALUMINUM FRAC LINE , along, over, and across or under the County Right-of-way, of CURRY LANE, PCT. #2, the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY 10" ALUMINUM FRAC LINE should be granted, it is accordingly ordered by the Court:

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

Tommie Sappington

 Tommie Sappington, Montague Co. Judge

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

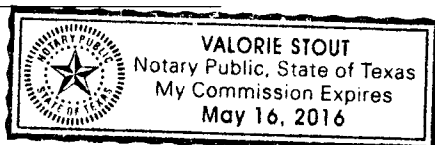
Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein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

Given under my hand and seal of office this 24TH Day of SEPTEMBER, 2012.

My commission expires:

Valorie Stout

 Notary Public in and for Montague
 County, Texas.



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

VOL 14 PAGE 383

DATE: 09/18/2012

NAME: EOG RESOURCES, INC.

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

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

ROAD NAME: CURRY LANE COMMISSIONER PCT. 2

GPS Coordinates: Latitude _____ Longitude _____

TEMPORARY PERMANENT PLAT

ATTACHED

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

10" ALUMINUM FRAC LINE
TEMPORARY FRAC LINE ON SYMNRA ROAD APPROX 1200 FEET

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

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

Source of the water:

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

Well Site Physical Address: _____ UTGCD ID: 2295

Type of Water Used:

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

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

Meter Serial Number: _____ N/A _____

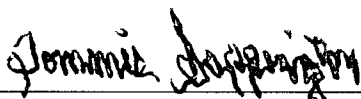
Beginning Meter Reading (as displayed on meter): _____ N/A _____

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

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

Now, on this the 24th day SEPTEMBER, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on LAKE VALLEY ROAD located in Precinct #1 of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

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



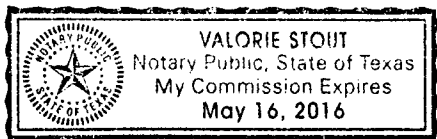
Tommie Sappington, County Judge


STATE OF TEXAS X EOG RESOURCES, INC.
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 24TH day of SEPTEMBER, 2012.

My commission expires:





Notary Public in and for
Montague County, Texas

1191971222
500

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

DATE: 9-18-2012

NAME: E O G Resources Inc.

ADDRESS: 1451 W. Bus. 380 Comp. 3 / Bld. 7 Decatur, TX 76234

CONTACT PERSON: Wesley H. Moss TELEPHONE NO. (940) 577-0264

ROAD NAME: Lake Valley Rd. COMMISSIONER PCT. (1) 3 4

GPS Coordinates: Latitude 33° 27' 12.80" Longitude 97° 42' 21.44"
(GPS Coordinates for Road Crossing)

 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:

E O G Resources Inc. proposes to bore Lake Valley Rd.
with a 12" gas line & a 10" water line (SOR-7) cased
within a 24" steel casing. Water line is for
produced water only.

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: NA

Well Site Physical Address: NA UTGCD ID#: NA

Type of Water Used:

Surface Water	<u>NA</u>	Percentage
Ground Water	<u>NA</u>	Percentage
Both	<u>NA</u>	Percentage

GPS Coordinates: Latitude NA Longitude NA

Meter Serial Number: NA

Beginning Meter Reading (as displayed on meter): NA

Ending Meter Reading (as displayed on meter): NA

Location of the use of the water: NA County: NA

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

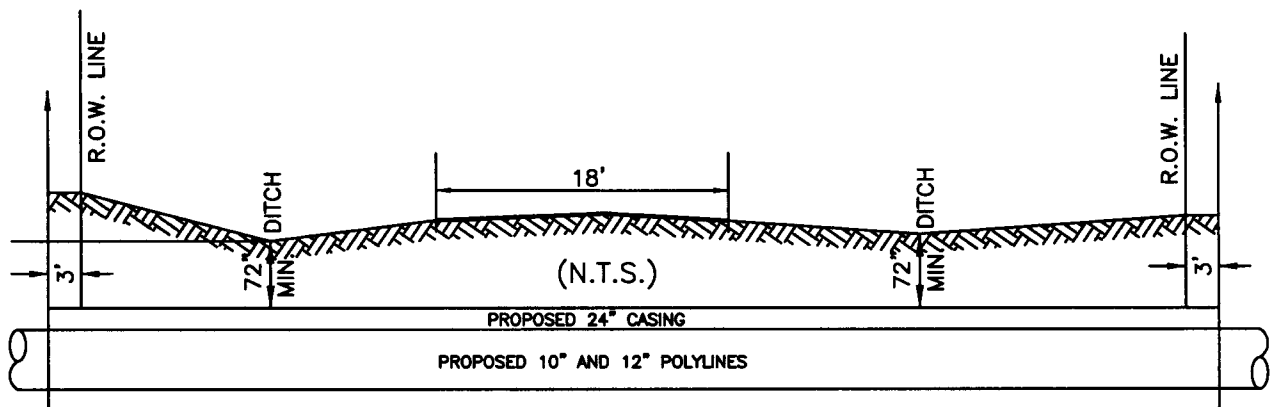
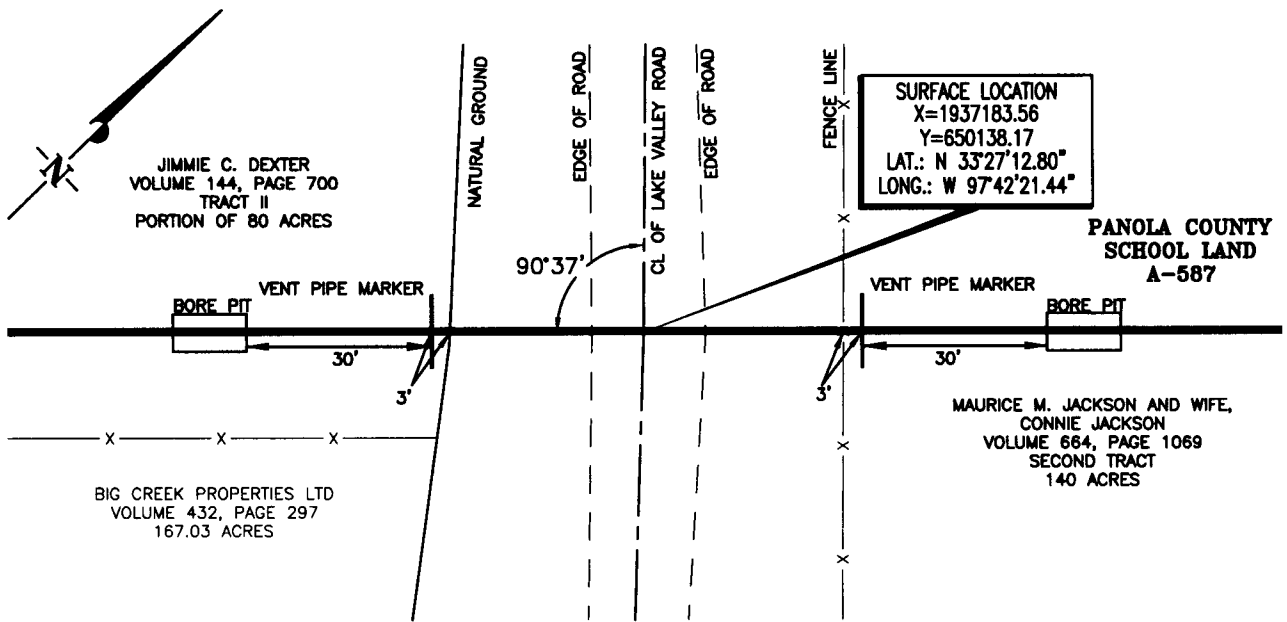
If yes, explain how the water was measured and include amount transported. NA

AFFIRMATION

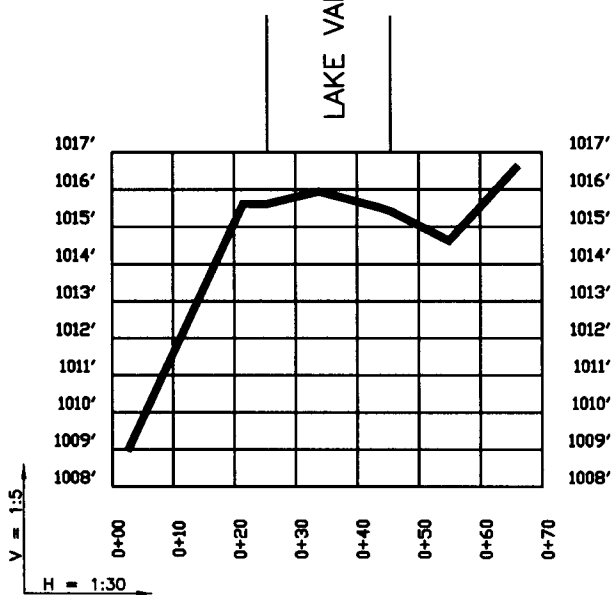
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 9-18-2012

SIGNATURE Walter H. Mann



PLAN AND PROFILE OF
A 24" STEEL CASING
A 10" AND A 12" POLYLINE



Geog resources, Inc.

TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
WWW.TOPOGRAPHIC.COM

BOWIE SOUTH HARPER LATERAL
PROPOSED PIPELINE CROSSING
LAKE VALLEY ROAD +/- 8800 FEET
SOUTHEAST OF FM. 1749
MONTAGUE COUNTY, TEXAS
NOT TO SCALE = N.T.S.

SCALE	DRAWN BY	DATE
1" = 30'	S.W.	9-18-12

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

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

Now, on this the 24th day SEPTEMBER, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on FRUITLAND ROAD located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

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

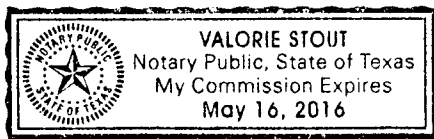
Tommie Sappington, County Judge

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

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

Given under my hand and seal of office this 24th day of SEPTEMBER, 2012.

My commission expires:



Valorie Stout
Notary Public in and for Montague County, Texas

#191971222
500

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

DATE: 9-18-2012

NAME: EOG Resources Inc.

ADDRESS: 1451 W. Bus. 380 Comp. 3 / Bld. 2 Decatur, TX 76234

CONTACT PERSON: Wesley H. Moss TELEPHONE NO. (940) 577-0264

ROAD NAME: Fruitland Rd. COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33°30'23.59" Longitude 97°46'15.91"
(GPS Coordinates for Road Crossing)

 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:
EOG Proposes to bore Fruitland road with a 8" SDR-9
Poly GAS line cased within a 12" steel casing.

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: NA

Well Site Physical Address: NA UTGCD ID#: NA

Type of Water Used:

Surface Water	<u>NA</u>	Percentage
Ground Water	<u>NA</u>	Percentage
Both	<u>NA</u>	Percentage

GPS Coordinates: Latitude NA Longitude NA

Meter Serial Number: NA

Beginning Meter Reading (as displayed on meter): NA

Ending Meter Reading (as displayed on meter): NA

Location of the use of the water: NA County: NA

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

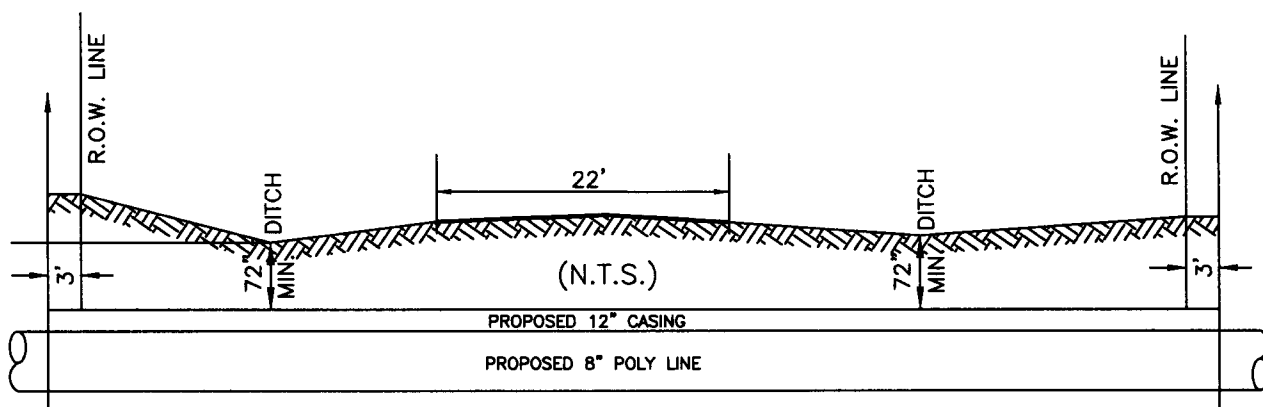
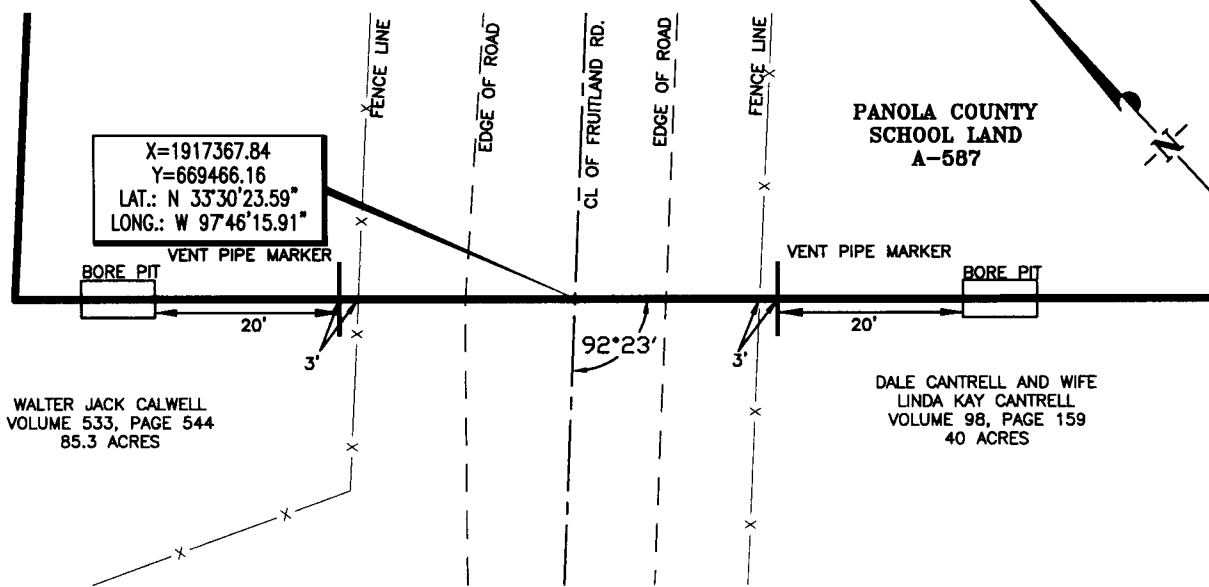
If yes, explain how the water was measured and include amount transported. NA

AFFIRMATION

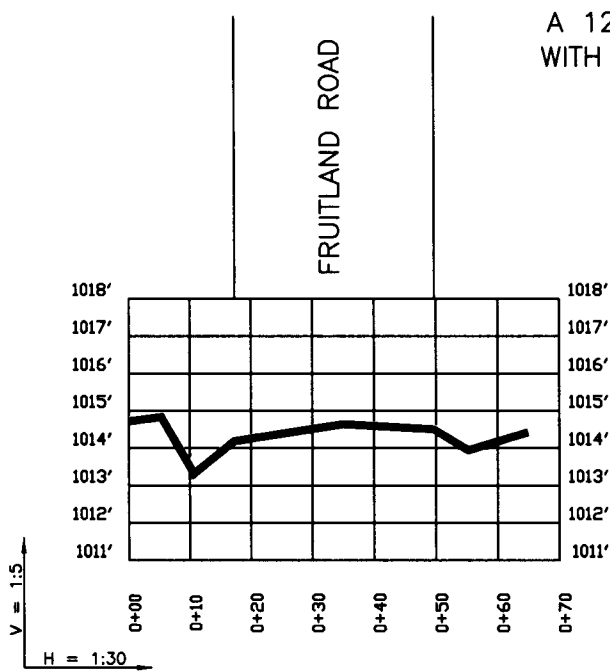
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 9-18-2012

SIGNATURE Wiley H. News



PLAN AND PROFILE OF A 12" STEEL CASING WITH A 8" POLY LINE



Geog resources, Inc.

TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS
 1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
 TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
 WWW.TOPOGRAPHIC.COM

JACKSON GGS STUDEBAKER LATERAL
 PROPOSED PIPELINE CROSSING
 FRUITLAND ROAD +/- 550 FEET
 SOUTHWEST OF SMYRNA ROAD
 MONTAGUE COUNTY, TEXAS
 NOT TO SCALE = N.T.S.

SCALE	DRAWN BY	DATE
1" = 20'	S.W.	8-30-12

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

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

Now, on this the 24th day SEPTEMBER, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on APPLGATE ROAD located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

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

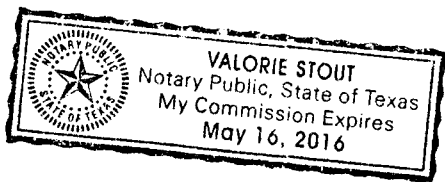
Tommie Sappington, County Judge

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

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

Given under my hand and seal of office this 24th day of SEPTEMBER, 2012.

My commission expires:



Valorie Stout
Notary Public in and for Montague County, Texas

#191971222
500

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

DATE: September 5, 2012

NAME: EOG Resources, Inc.

ADDRESS: 1451 W. BUS. 380, Comp. 11, Bld. 1, Decatur, Texas 76234

CONTACT PERSON: Clayton Henderson TELEPHONE NO. 817-598-8628

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

GPS Coordinates: Latitude N33 36'42.45'' Longitude W97 50'19.37''
(GPS Coordinates for Road Crossing)

 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: **EOG Resources, Inc. requests to bore under Applegate Rd. approximately 2,321 feet East of Hwy. 1816 with a thirty (30) inch steel casing for a sixteen (16) inch poly gas line, and a ten (10) inch produced water line.**

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: **N/A Produced Water Only**

Full Name and Address of Property Owner: N/A

Well Site Physical Address: N/A UTGCD ID#:N/A

Type of Water Used: N/A

Surface Water	<u>N/A</u>	Percentage
Ground Water	<u>N/A</u>	Percentage
Both	<u>N/A</u>	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)? *N/A* Yes No

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

AFFIRMATION

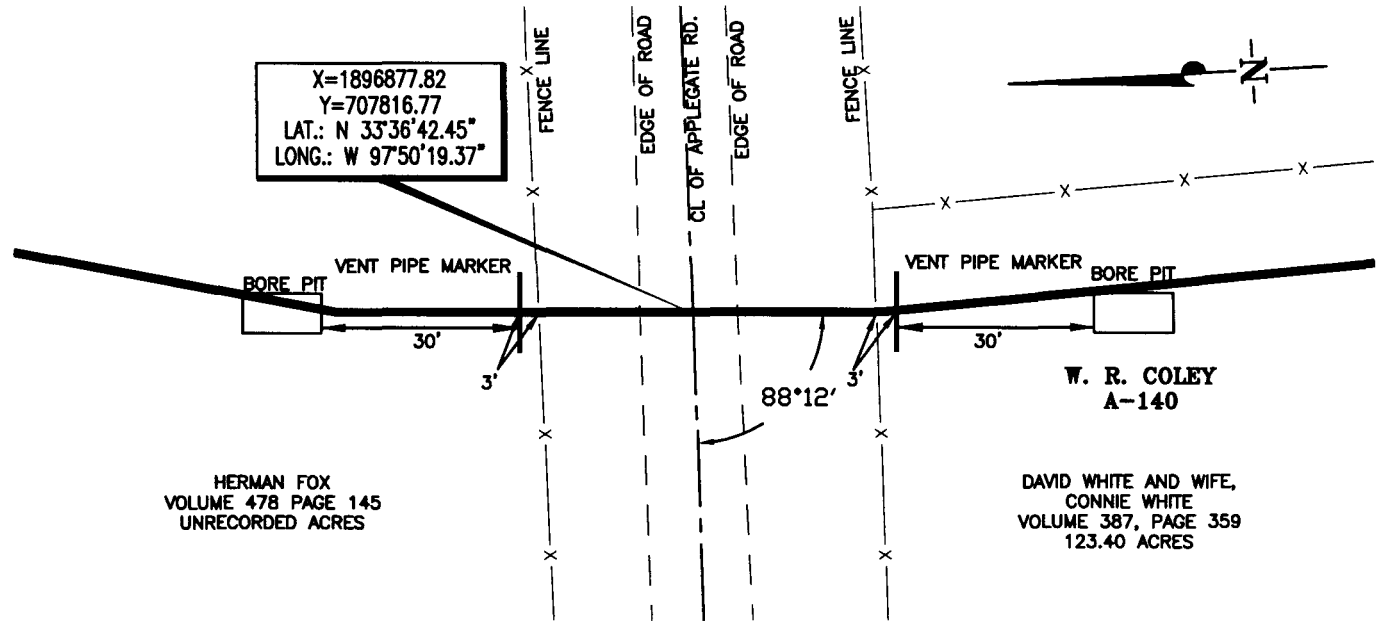
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 9-6-2012

SIGNATURE 

26' 51"

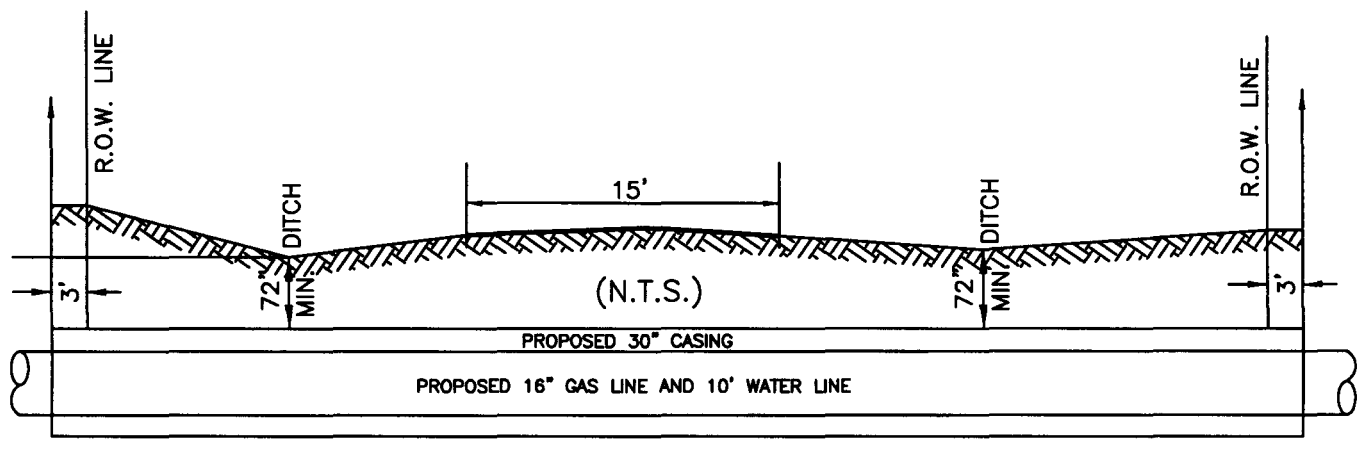
X=1896877.82
Y=707816.77
LAT.: N 33°36'42.45"
LONG.: W 97°50'19.37"



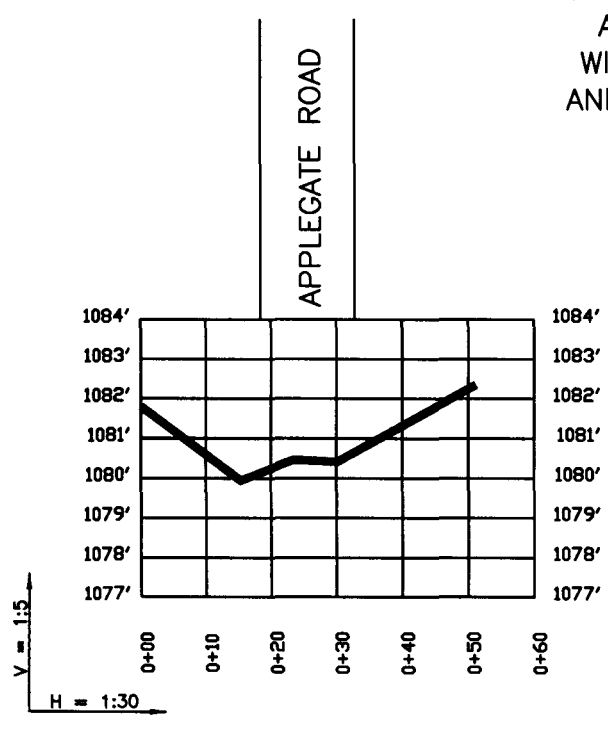
HERMAN FOX
VOLUME 478 PAGE 145
UNRECORDED ACRES

W. R. COLEY
A-140

DAVID WHITE AND WIFE,
CONNIE WHITE
VOLUME 387, PAGE 359
123.40 ACRES



PLAN AND PROFILE OF
A 30" STEEL CASING
WITH A 16" GAS LINE
AND A 10" WATER LINE



Geog resources, Inc.

TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS
1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
WWW.TOPOGRAPHIC.COM

BOWIE EAST NOLAN LATERAL
PROPOSED PIPELINE CROSSING
APPLEGATE ROAD +/- 2350 FEET
EAST OF F.M. HWY. 1816
MONTAGUE COUNTY, TEXAS
NOT TO SCALE = N.T.S.

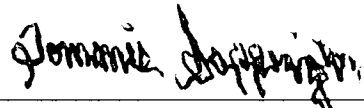
SCALE	DRAWN BY	DATE
1" = 30'	S.W.	8-30-12

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

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

Now, on this the 24th day SEPTEMBER, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on APPLGATE ROAD located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

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



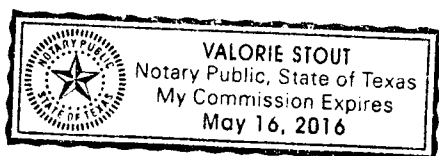
Tommie Sappington, County Judge

STATE OF TEXAS X EOG RESOURCES, INC.
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 24TH day of SEPTEMBER, 2012.

My commission expires:



Notary Public in and for
Montague County, Texas

#1191971 222
500

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

DATE: September 5, 2012

NAME: EOG Resources, Inc.

ADDRESS: 1451 W. BUS. 380, Comp. 11, Bld. 1, Decatur, Texas 76234

CONTACT PERSON: Clayton Henderson TELEPHONE NO. 817-598-8628

ROAD NAME: Applegate Road COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude N33 36'45.86" Longitude W97 50'11.20"
(GPS Coordinates for Road Crossing)

 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: **EOG Resources, Inc. requests to bore under Applegate Rd. approximately 3,308 feet East of Hwy. 1816 with a twenty-four (24) inch steel casing for a twelve (12) inch poly gas line, and an eight (8) produced water line.**

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: **N/A Produced Water Only**

Full Name and Address of Property Owner: N/A

Well Site Physical Address: N/A UTGCD ID#:N/A

Type of Water Used: N/A

Surface Water	<u> N/A </u>	Percentage
Ground Water	<u> N/A </u>	Percentage
Both	<u> N/A </u>	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

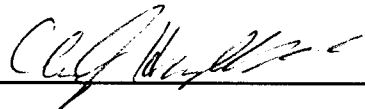
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? *N/A* Yes No

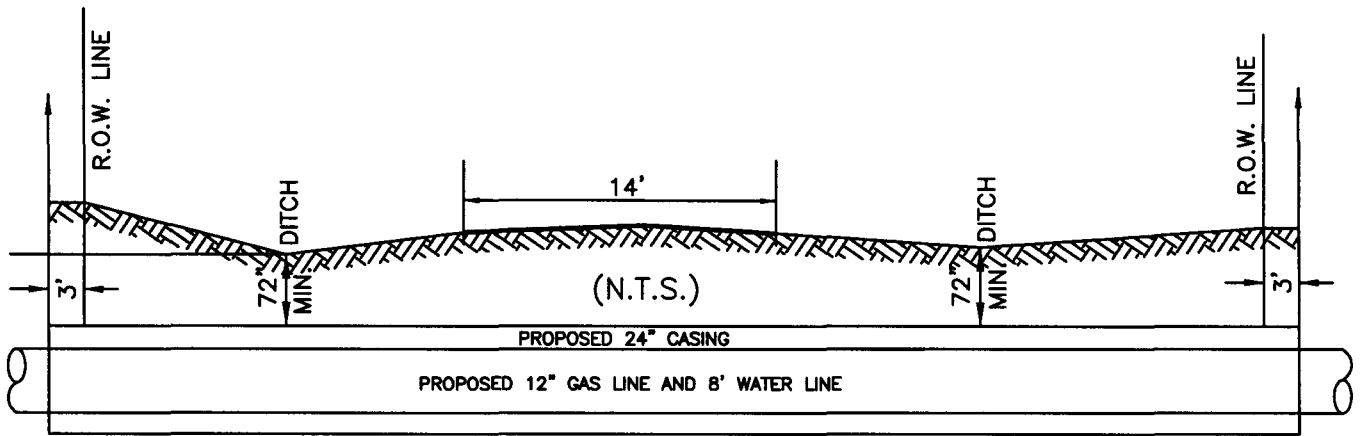
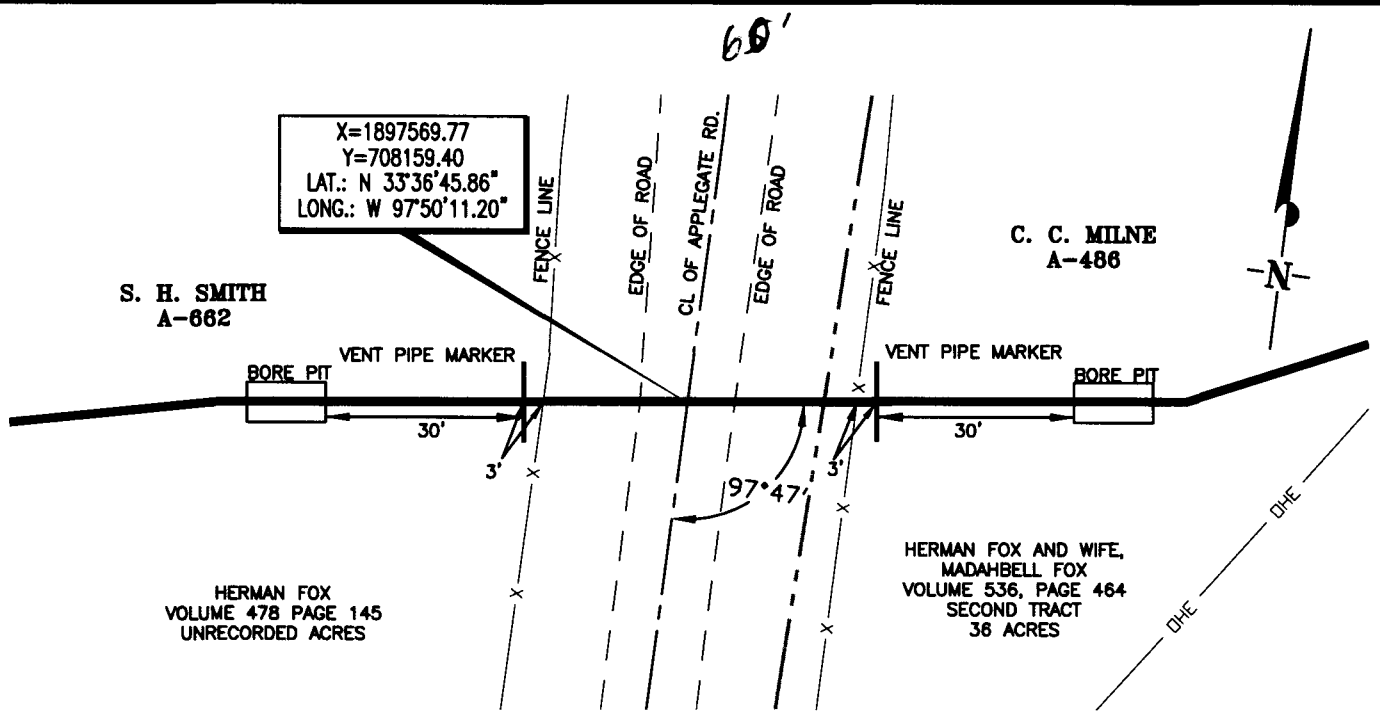
If yes, explain how the water was measured and include amount transported. N/A

AFFIRMATION

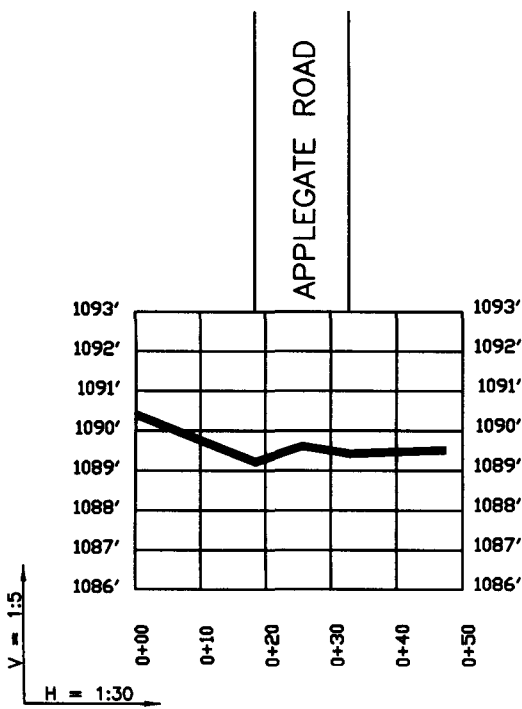
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 9-6-2012

SIGNATURE 



PLAN AND PROFILE OF
 A 24" STEEL CASING
 WITH A 12" GAS LINE
 AND AN 8" WATER LINE



Geog resources, Inc.

TOPOGRAPHIC

SURVEYING • MAPPING • GIS • GPS
 1400 EVERMAN PARKWAY, Ste. 107 • FT. WORTH, TEXAS 76140
 TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
 WWW.TOPOGRAPHIC.COM

BOWIE EAST NOLAN LATERAL
PROPOSED PIPELINE CROSSING
APPLGATE ROAD +/- 3050 FEET
NORTHEAST OF F.M. HWY. 1816
MONTAGUE COUNTY, TEXAS
NOT TO SCALE = N.T.S.

SCALE	DRAWN BY	DATE
1" = 30'	S.W.	8-30-12