

THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

DECEMBER TERM, 2012

COUNTY OF MONTAGUE

REGULAR SESSION

BE IN REMEMBERED, That on this 10th day of Dec., 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

#12-416- APPROVAL OF MINUTES

Motion by Commissioner Kernek and seconded by Commissioner Lewis to approve minutes for November 26th and December 3, 2012 meetings.

All Voted For

Motion Carried

#12-417-APPROVE MONTHLY REPORTS

Motion by Commissioner Langford and seconded by Commissioner Gamblin to approve the monthly reports as presented in open court: Budget Adjustments, Journal Entries, Cash Journal, Payroll Report, County Attorney, Sheriff Fees, JP 1, R & B 1, R & B 2, R & B 3, and R & B 4. Report Audits: JP 2, County Clerk, District Clerk and Sheriff Fees.

All Voted For

Motion Carried

#12-418-PAY CLAIMS

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

All Voted For

Motion Carried

#12-419-RANDY DUCKWORTH, MONTAGUE COUNTY VETERAN'S SERVICE OFFICER TO UPDATE COMMISSIONERS COURT OF THE RECENT ACITVITY IN THE VETERAN'S OFFICE

The Veteran's Officer gave updates.
No Action Taken

#12-420-DISCUSS AND CONSIDER APPROVING BLOCK TIME AGREEMENT FOR MONTAGUE COUNTY WITH NET ESSENTIALS

Motion by Commissioner Langford and seconded by Commissioner Lewis to table this item until the next meeting

All Voted For

Motion Tabled

#12-421-DISCUSS AND CONSIDER APPROVING NETCARE HEALTH MONITORING AND REMEDIATION SERVICES FOR MONTAGUE COUNTY WITH NET ESSENTIALS

Motion by Judge Sappington and seconded by Commissioner Lewis to table this item until the next meeting.

All Voted For

Motion Tabled

#12-422-DISCUSS AND CONSIDER APPROVING THE STATEMENT OF AGREEMENT BETWEEN THE AMERICAN RED CROSS-NORTH TEXAS REGION AND THE COUNTY OF MONTAGUE

AND IT IS SO ORDERED.WITNESS OUR HANDS, THIS THE 10th DAY OF DEC., 2012

Tommie Sappington

 COUNTY JUDGE

Jon Kernek


 COMMISSIONER, PRECINCT #1

James Gamblin

 COMMISSIONER, PRECINCT #2

Bob Langford

 COMMISSIONER, PRECINCT #4



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

DECEMBER TERM, 2012

COUNTY OF MONTAGUE

REGULAR SESSION

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

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to approve the Statement of Agreement between the American Red Cross-North Texas Region and the County of Montague giving Judge Sappington and EMC Kelly McNabb authority to sign.

All Voted For

Motion Carried

#12-423-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC., TO APPROVE A ROAD CROSSING ON DENVER ROAD, SMYRNA ROAD AND TWO ON LAKE VALLEY ROAD IN PCT # 1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow EOG to cross Denver, Smyrna and Lake Valley Roads in Pct # 1.

All Voted For

Motion Carried

#12-424-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC., TO APPROVE A TEMPORARY ROAD CROSSING ON ROCKY ROAD IN PCT # 2

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

All Voted For

Motion Carried

#12-425-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC. TO APPROVE A TEMPORARY FRAC LINE ON ROCKY ROAD AND TAGE ROAD IN PCT # 2

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to allow EOG lay a temporary frac line on Rocky and Tage Road in Pct. # 2.

All Voted For

Motion Carried

#12-426-APPROVE THE FINAL PLAT 4.92 ACRES IN THE T.E. & L. CO. SURVEY NO. 2858 A-786 IN PCT # 2

Motion by Commissioner Gamblin and seconded by Commissioner Kernek to approve the final plat of 4.92 acres in the T.E. & L. Co. Survey # 2858 A-786 in Pct. # 2.

All Voted For

Motion Carried

#12-427-DISCUSS AND CONSIDER PCT # 2 PURCHASE 4.92 ACRES

Motion by Commissioner Gamblin and seconded by Commissioner Kernek to approve the purchase of 4.92 acres by Pct. # 2, in the amount of \$49,200.00, giving Commissioner Gamblin authority to sign all title and finance paperwork upon approval of the County Attorney.

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 10th DAY OF DEC., 2012

Tommie Sappington

COUNTY JUDGE

Jon Kernek

COMMISSIONER, PRECINCT #1

James Gamblin

COMMISSIONER, PRECINCT #2

Bob Langford

COMMISSIONER, PRECINCT #4

ATTEST: *Glenda Henson*

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



THE STATE OF TEXAS

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COUNTY OF MONTAGUE

REGULAR SESSION

BE IN REMEMBERED, That on this 10th day of Dec., 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

All Voted For

Motion Carried

#12-428-DISCUSS AND CONSIDER MSHA CONSULTING AGREEMENT IN PCT # 3

Motion by Commissioner Lewis and seconded by Commissioner Gamblin to approve the MSHA Consulting Agreement giving Judge Sappington authority to sign.

All Voted For

Motion Carried

#12-429-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES, INC., TO APPROVE A TEMPORARY ROAD CROSSING ON LONE STAR ROAD IN PCT # 4

Motion by Commissioner Langford and seconded by Commissioner Kernek to allow EOG to cross Lone Star Road in Pct # 4.

All Voted For

Motion Carried

#12-430-DISCUSS AND CONSIDER REQUEST OF DONATION OF SICK TIME FOR EMPLOYEE IN DISTRICT CLERK'S OFFICE

Motion by Commissioner Langford and seconded by Commissioner Gamblin to allow the District Clerk's office employees to donate sick time for an office employee that was involved in an accident. (Noting this was for this office only).

All Voted For

Motion Carried

#12-431-DISCUSS AND CONSIDER REQUEST TO CONTINUE BURN BAN

Motion by Commissioner Langford and seconded by Commissioner Lewis to extend the burn ban for 90 days.

All Voted For

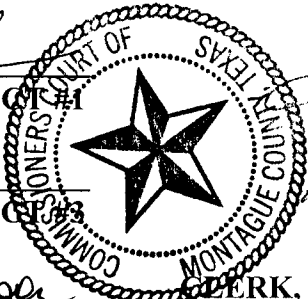
Motion Carried

Meeting Adjourned.

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 10th DAY OF DEC., 2012

Tommie Sappington

 COUNTY JUDGE

<i>Jon Kernek</i> _____ COMMISSIONER, PRECINCT #1		<i>James Gamblin</i> _____ COMMISSIONER, PRECINCT #2
<i>Bob Langford</i> _____ COMMISSIONER, PRECINCT #3		<i>Rick Lewis</i> _____ COMMISSIONER, PRECINCT #4

ATTEST: *Glenda Henson*

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

Reports

Budget Adjustments

Journal Entries

Cash Journal

Payroll Report

County Attorney

Sheriff Fees

JP 1

R&B 1

R&B 2

R&B 3

R&B 4

Report Audits

JP 2

County Clerk

District Clerk

Sheriff Fees

Jennifer Essary

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

December 4, 2012

Paul Cunningham
Sheriff
and
Montague County
Commissioners Court

Dear Gentlemen,

The Sheriff report for October 2012 was audited on December 4, 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 December 3, 2012.

The total money collected for the month and deposited with the County Treasurer were \$4,646.00. The following were collected:

Cash Bonds	\$ 2,000.00
Sheriff Fees	\$ 0.00
Constable Fees	\$ 950.00
Offense Report Fee	\$ 0.00
Ins & Outs	\$ 517.00
Bail Bond Fee	\$ 1,140.00
Miscellaneous	\$ 39.00

The Sheriff and Constable Fees for October 2012 was up by \$185.00 from September 2012 and up by \$640.00 from October 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

November 30, 2012

Lesia Darden
District Clerk
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The District Clerk report for October 2012 was audited on November 30, 2012. The report listed the fees and fines collected for the month. The report was filed November 13, 2012 and signed by the elected official.

The monthly report totaled \$12,922.00. The following were collected and deposited into each fund:

General Fees	\$ 8,267.50
Courthouse Security	\$ 161.00
Record Management & Tech	\$ 928.00
State Fees	\$ 3,565.50

The October 2012 report was down by \$4,955.01 from the September 2012 report. General Fees were down by \$4,748.72, Courthouse Security went down by \$0.00, Record Management and Technology Fees went down by \$5.00, and State Fees went down \$201.29 from last month. The October 2012 report was down by \$4,677.57 from October 2011. General Fees were down by \$4,254.07, Courthouse Security was down by \$0.00, Record Management and Technology Fees went up by \$85.00, and State Fees went down by \$508.50 from last year.

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

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

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th Judicial District Judge

Jennifer Essary

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

November 16, 2012

Glenda Henson
County Clerk
and
Montague County
Commissioners Court

Dear Ladies and Gentlemen,

The County Clerk report for October 2012 was audited on November 29, 2012. The report listed the fees and fines collected for the month. The report was filed November 19, 2012 and signed by the elected official.

The October report totaled \$61,014.00. The following were collected and deposited into each fund:

General Fees	\$ 41,379.25
Road & Bridge Fines	\$ 5,569.00
Courthouse Security	\$ 1,650.00
Record Management	\$ 7,680.00
Record Preservation	\$ 410.00
BVS Preservation	\$ 66.00
Technology	\$ 20.00
State Fees	\$ 4,239.75

The October 2012 report was up by \$1,982.87 from September 2012. General Fees were down by \$2,711.79, R&B fines were up by \$1,184.25, Courthouse Security was up by \$287.00, Record Management was up by \$1,343.00, Record Preservation was up by \$27.00, BVS Preservation was up by \$5.00, Technology was up by \$12.00 and State Fees were up by \$1,836.41 from last month. The October 2012 report was down by \$14,834.25 from October 2011. General Fees were down by \$15,045.34, R&B fines were down by \$1,645.00, Courthouse Security up by \$258.00, Record Management up by \$1,250.00, Record Preservation was down by \$212.00, BVS Preservation was down by \$5.00, and Technology was down \$16.00 and State Fees up by \$554.09 from last year.

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

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

Respectfully submitted,



Jennifer Essary

cc: Roger Towery
97th Judicial District Judge

Jennifer Essary

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

November 27, 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 November 27, 2012. The report listed the fees and fines collected for the month of October. The report was filed on November 13, 2012 and signed by the elected official.

The October report totaled \$50,727.84. The following were collected for the month.

General Fees	\$33,213.84
Courthouse Security	\$ 701.97
Tech Fund Fees	\$ 696.61
State Fees	\$ 16,115.42

The October 2012 report was up by \$10,182.34 from September 2012. General Fees were up by \$6,126.26, Courthouse Security was up by \$108.50, Tech Fees were up by \$101.26 and State Fees were up by \$3,846.32 from last month. The October 2012 report was down by \$1,353.16 from October 2011. General Fees were down by \$4,017.57, Courthouse Security up by \$61.89, Tech Fees up by \$43.52, and State Fees up by \$2,559.00 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

12/03/2012
TIME:10:29 AM

LISTING OF BUDGET ADJUSTMENTS

TRANSACTION NUMBER	TYPE OF ADJUSTMENT	EFFECTIVE DATE	ENTRY DATE	EMPL NUMBER	ACCOUNT NUMBER AND TITLE	ADJUSTMENT AMOUNT
0000008027	CURRENT	11/13/2012	11/13/2012	005	24-370-130 SALE OF PROPERTY	3,288.00
0000008028	CURRENT	11/13/2012	11/13/2012	005	24-615-450 R & M	3,288.00
0000008029	CURRENT	11/13/2012	11/13/2012	005	10-370-420 JAIL PHONE	14,400.00
0000008030	CURRENT	11/13/2012	11/13/2012	005	10-560-311 SOFTWARE	14,400.00
0000009465	CURRENT	11/27/2012	11/27/2012	005	10-370-999 OTHER/MISC REVENUE	44.00
0000009466	CURRENT	11/27/2012	11/27/2012	005	10-490-333 ELECTION SUPPLIES	44.00
0000009467	CURRENT	11/27/2012	11/27/2012	005	23-370-999 MISC REVENUE	18,440.00
0000009468	CURRENT	11/27/2012	11/27/2012	005	23-614-570 MACHINERY AND EQUIPMENT	18,440.00
0000009469	CURRENT	11/27/2012	11/27/2012	005	10-560-572 SHERIFF CARS	799.00
0000009470	CURRENT	11/27/2012	11/27/2012	005	10-565-570 MACHINERY & EQUIPMENT	799.00-
TOTAL BUDGET ADJUSTMENTS						10 72,344.00

JOURNAL ENT-NUMBER	ENTRY/ EFF-DATE	EMP SYS	DEBIT-ACCOUNT NUMBER AND TITLE	CREDIT-ACCOUNT NUMBER AND TITLE	
000000869	11/19/2012	005	10-476-425 TRANSPORTATION		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER	OCT 12	247.50
000000869	11/19/2012	005	10-510-411 FUEL		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER	OCT 12	64.56
000000869	11/19/2012	005	10-551-411 FUEL & OIL		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER	OCT 12	334.50
000000869	11/19/2012	005	10-552-411 FUEL & OIL		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER	OCT 12	255.18
000000869	11/19/2012	005		10-560-411 FUEL, OIL, ETC	
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER	OCT 12	901.74
000000870	11/19/2012	005	10-476-425 TRANSPORTATION		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER		203.56
000000870	11/19/2012	005	10-510-411 FUEL		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER		141.31
000000870	11/19/2012	005	10-551-411 FUEL & OIL		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER		298.78
000000870	11/19/2012	005	10-552-411 FUEL & OIL		
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER		265.81
000000870	11/19/2012	005		10-560-411 FUEL, OIL, ETC	
	11/19/2012	G/L	DESCRIPTION: FUEL EXPENSE TRANSFER		909.46
					3,622.40

12-03-2012
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0000075473	ALLEN, HEIDI	I	11-07-2012	11-07-2012	120.00
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0000075476	BRASIER, JAMES	I	11-07-2012	11-07-2012	150.00
0000075477	BROOKS, PAULA	I	11-07-2012	11-07-2012	187.00
0000075478	BROWN, MAX	I	11-07-2012	11-07-2012	169.00
0000075479	BURGESS, KAREN	I	11-07-2012	11-07-2012	205.00
0000075480	CAMPBELL, SYLVIA	I	11-07-2012	11-07-2012	150.00
0000075481	CANTWELL, JOAN	I	11-07-2012	11-07-2012	140.00
0000075482	CARPENTER, DIANE	I	11-07-2012	11-07-2012	193.00
0000075483	CHOATE, AMBER	I	11-07-2012	11-07-2012	187.00
0000075484	CONOVALOFF, DAVID	I	11-07-2012	11-07-2012	135.00
0000075485	ESPINOSA, ANTONIO	I	11-07-2012	11-07-2012	127.50
0000075486	FAUGHT, KELLI	I	11-07-2012	11-07-2012	100.00
0000075487	FENNER, VIRGINIA	I	11-07-2012	11-07-2012	145.00
0000075488	FROST, LINDA	I	11-07-2012	11-07-2012	127.50
0000075489	GOMEZ, JODI	I	11-07-2012	11-07-2012	130.00
0000075490	GRAVES, RICHARD	I	11-07-2012	11-07-2012	131.50
0000075491	JARRETT, SANDRA	I	11-07-2012	11-07-2012	1,050.00
0000075492	JENNINGS, MACY	I	11-07-2012	11-07-2012	120.00
0000075493	KECK, PAT	I	11-07-2012	11-07-2012	1,230.90
0000075494	KENNEDY, LARRY	I	11-07-2012	11-07-2012	130.00
0000075495	KITTRELL, JAMES	I	11-07-2012	11-07-2012	193.00
0000075496	KLEINHANS, JO	I	11-07-2012	11-07-2012	140.00
0000075497	MALLEY, TINA	I	11-07-2012	11-07-2012	137.50
0000075498	MATUS, JILL	I	11-07-2012	11-07-2012	140.00
0000075499	MCGUFFEY, DORIS	I	11-07-2012	11-07-2012	78.00
0000075500	MCMURRAY, JANET	I	11-07-2012	11-07-2012	205.00
0000075501	MECKEL, SYLVIA	I	11-07-2012	11-07-2012	137.50
0000075502	MINER, JACQUELINE	I	11-07-2012	11-07-2012	130.00
0000075503	MINER, RONALD	I	11-07-2012	11-07-2012	130.00
0000075504	MOORE, DOROTHY	I	11-07-2012	11-07-2012	135.00
0000075505	MURRAY, SUZANNE	I	11-07-2012	11-07-2012	1,094.00
0000075506	O'DWYER, RACHEL	I	11-07-2012	11-07-2012	137.50
0000075507	O'NEAL, REBECCA	I	11-07-2012	11-07-2012	1,232.00
0000075508	PARK, NAN	I	11-07-2012	11-07-2012	1,306.40
0000075509	PARR, FANNIE	I	11-07-2012	11-07-2012	135.00
0000075510	POSEY, PAT	I	11-07-2012	11-07-2012	140.00
0000075511	PROCTOR, LINDA	I	11-07-2012	11-07-2012	1,165.00
0000075512	REAVES, FRANCES	I	11-07-2012	11-07-2012	1,025.00
0000075513	REAVES, HERBERT	I	11-07-2012	11-07-2012	135.00
0000075514	RUSSELL, DANNY	I	11-07-2012	11-07-2012	199.00
0000075515	SIKES, REBECCA	I	11-07-2012	11-07-2012	135.00
0000075516	ST JOHN, WILBUR	I	11-07-2012	11-07-2012	205.00
0000075517	STOREY, SUZANNE	I	11-07-2012	11-07-2012	100.00
0000075518	TOMPKINS, CHRISTY	I	11-07-2012	11-07-2012	121.50
0000075519	TRAMELL, EDDIE	I	11-07-2012	11-07-2012	1,050.00
0000075520	VAN VACTER, LINDA	I	11-07-2012	11-07-2012	137.50
0000075521	VERMELAND, MARILYN	I	11-07-2012	11-07-2012	125.27
0000075522	WEAVER, JAMES	I	11-07-2012	11-07-2012	156.00
0000075523	WELLER, CAROL	I	11-07-2012	11-07-2012	135.00
0000075524	WELLER, SAM	I	11-07-2012	11-07-2012	199.00
0000075525	WHITE, GAIL	I	11-07-2012	11-07-2012	140.00
0000075526	WILLOUGHBY, PATTI	I	11-07-2012	11-07-2012	130.00
0000075527	WILSON, SANDRA	I	11-07-2012	11-07-2012	130.00
0000075528	WOODYARD, MARGARET	I	11-07-2012	11-07-2012	168.00
0000075529	HENSON, GLENDA M	C	11-07-2012	11-07-2012	1,360.84
0000075530	JONES, KIMBERLY S	C	11-07-2012	11-07-2012	1,035.51

12-03-2012
TIME:09:40 AM

CHECK FILE LISTING

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CHECK	NAME-OF-PAYEE	S	ISS-DT	CHG-DT	AMOUNT
0000075531	RUSSELL, GLYNIS F	C	11-07-2012	11-07-2012	963.01
0000075532	THIBODEAUX, JANET B	C	11-07-2012	11-07-2012	1,044.53
0000075533	USELTON, LAURA A	C	11-07-2012	11-07-2012	1,060.92
0000075534	DUCKWORTH, RANDALL	C	11-07-2012	11-07-2012	1,393.37
0000075535	SAPPINGTON, TOMMIE	C	11-07-2012	11-07-2012	1,362.52
0000075536	STOUT, VALORIE S	C	11-07-2012	11-07-2012	1,173.12
0000075537	SAPPINGTON, TOMMIE	C	11-07-2012	11-07-2012	503.94
0000075538	BURLESON, LINDA K.	C	11-07-2012	11-07-2012	716.54
0000075539	POE, PATTI	I	11-07-2012	11-07-2012	566.10
0000075540	SANDERS, BETTY J	C	11-07-2012	11-07-2012	1,172.83
0000075541	BROWN, TAMELA	C	11-07-2012	11-07-2012	1,042.31
0000075542	CROSS, CANDACE J	C	11-07-2012	11-07-2012	963.44
0000075543	DARDEN, LESIA J	C	11-07-2012	11-07-2012	1,110.85
0000075544	REED, RITA K	C	11-07-2012	11-07-2012	658.87
0000075545	ALLEN, DAVID	C	11-07-2012	11-07-2012	1,093.51
0000075546	WEAVER, ARACELY	C	11-07-2012	11-07-2012	935.29
0000075547	CROUCH, BARBARA L	C	11-07-2012	11-07-2012	1,044.53
0000075548	REYNOLDS, KAREN LYNNE	C	11-07-2012	11-07-2012	1,327.02
0000075549	WOOD, DOROTHY L	C	11-07-2012	11-07-2012	344.99
0000075550	EDGETT, CARLA K	C	11-07-2012	11-07-2012	1,215.51
0000075551	MARTIN, RICKY J	C	11-07-2012	11-07-2012	1,052.86
0000075552	WALKER, RONALD G	C	11-07-2012	11-07-2012	617.27
0000075553	CROMARTIE, DIANE G	C	11-07-2012	11-07-2012	212.40
0000075554	CROMARTIE, DIANE G	C	11-07-2012	11-07-2012	968.89
0000075555	WALKER, RONALD G	C	11-07-2012	11-07-2012	1,573.92
0000075556	HUGHES, CHRISTOPHER B	C	11-07-2012	11-07-2012	1,157.60
0000075557	RIDDLE, CLABURN	C	11-07-2012	11-07-2012	2,117.07
0000075558	SHORT, ANGELA M	C	11-07-2012	11-07-2012	1,228.74
0000075559	SHIPMAN, BRANDI A	C	11-07-2012	11-07-2012	1,229.84
0000075560	ESSARY, JENNIFER E	C	11-07-2012	11-07-2012	2,142.55
0000075561	LANGFORD, LAVONDA J	C	11-07-2012	11-07-2012	1,249.18
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0000075795	SUPERVISION, MONTAGUE COMMUN	I	11-20-2012	11-20-2012	35.98
0000075796	SUPERVISION, MONTAGUE COMMUN	I	11-20-2012	11-20-2012	1,782.90
0000075797	TAC LIFE INSURANCE, TAC HEBP	I	11-20-2012	11-20-2012	463.15
0000075798	UNUM LIFE INS CO,	I	11-20-2012	11-20-2012	393.46
0000075799	FIRST INVESTORS CORP,	I	11-20-2012	11-20-2012	25.00
0000075800	UNITED TEACHER ASSOC, INSURANCE	I	11-20-2012	11-20-2012	268.26
0000075801	LIBERTY NATIONAL, INSURANCE LIFE	I	11-20-2012	11-20-2012	865.19
0000075802	LIBERTY NATIONAL, INSURANCE LIFE	I	11-20-2012	11-20-2012	348.07

REPORT TOTALS

330

487,853.07

**STATEMENT OF AGREEMENT
BETWEEN THE
AMERICAN RED CROSS - NORTH TEXAS REGION
AND
THE COUNTY OF MONTAGUE**

VOL 14 PAGE 655

I. Purpose

This statement defines methods of cooperation, communication and coordination between the American Red Cross – North Texas Region, and the County of Montague, relative to emergency/disaster planning, readiness and emergency/disaster operations herein referred to as “Disaster Services Program”. Upon signature execution, this statement should be attached to the County of Montague’s Emergency Operations Plan, Annex C Mass Care.

II. Responsibilities

1. The County of Montague: The County of Montague, (herein referred to as The County) will endeavor to protect the public and to preserve life and property through specific emergency/disaster preparedness activities and by conducting and coordinating actual emergency/disaster relief operations.

2. The American Red Cross: Through its Disaster Services Program, the American Red Cross, (herein referred to as Red Cross) maintains its capability to take immediate action to provide emergency assistance to any number of people affected by, and emergency workers involved in, all-hazards emergencies/disaster or the threat of disaster. Individuals and families who suffer from the effects of emergencies/disaster may have immediate disaster-caused needs and/or may lack sufficient resources to begin their recovery phase. In times of disaster, the needs of people can be identified by:
 - Emergency Assistance - those of such an urgent need that they must be met immediately.
 - Additional Assistance – those that can be met after appropriate planning has been undertaken by the family and the Red Cross.

In conducting its disaster relief services, the Red Cross represents all people and extends aid in an equitable and impartial manner.

All Red Cross disaster relief assistance is an outright grant made possible by voluntary donations of time and money from the American people.

Disaster victims are responsible for their own recovery, and Red Cross assistance is provided to facilitate and support disaster victims in their recovery.

Assistance is based upon addressing disaster-caused needs according to the following criteria:

- Resumption of more normal living
- Verification of immediate need
- Identification
- Disaster-caused damage

The Red Cross disaster relief service is delivered in three phases (where applicable):

- Emergency Mass Care Response – The period where shelters are opened for evacuees, mass feeding is provided, damage assessments are conducted, and bulk distribution of relief supplies are provided for disaster victims.
- Emergency Assistance Response – The period when individuals and families received Red Cross assistance on an individual basis to address their disaster-caused emergency needs.
- Additional Assistance Response – When government assistance and other resources are not available to an individual or family, or when such assistance is not adequate to meet disaster-caused needs, the Red Cross may partner with other agencies to provide additional assistance on an individual case-work basis.

Assistance may include disaster relief funds made available through an American Red Cross Client Assistance Card (cash enabled debit card), and/or Disbursing Order (similar to Purchase Order) for food, clothing, temporary shelter, cooking and eating utensils, bedding supplies, cleaning supplies, linens, and other basic needs. In doing so, the Red Cross utilizes all available resources, including those of the family, if they can be used without causing undue hardship; the resources of federal, state, and local government, and private agencies' disaster relief capabilities, in addition to the resources of the Red Cross.

The Red Cross provides persons affected by emergencies the ability to register with the Red Cross Safe and Well Family inquiry system. Safe and Well provides a system for persons affected to self register and provide messages about their current status to family members. The web site is located at <https://safeandwell.communityos.org/cms/index.php>

The Red Cross refers families to available governmental resources and, if necessary, assists families in making application for such aid.

Whenever possible, Red Cross assistance is channeled through normal commercial establishments in the community in an effort to help restore the disrupted local economy.

All Red Cross help to the disaster victims is an outright grant. No repayment is required or requested. All Red Cross Disaster Relief supplies, bulk distribution items and other materials are provided at no charge.

III. Legal Authorities

1. The County conducts its emergency/disaster planning, preparedness and operations activities under these authorities:
 - A. Texas Disaster Act of 1975, 64th Legislature, Article 6889-7 Vernon's Texas Civil Statutes, now Chapter 418 of the Texas Government Code.
 - B. Robert T. Stafford Disaster Relief and Emergency Assistance Act, (as amended) 42 U.S.C. 5121.
 - C. Texas Government Code, Chapter 418 (Emergency Management) and Chapter 421 (The Homeland Security Act of 2003).
 - D. County Authority/Ordinance (if any):

2. The Red Cross conducts its Disaster Services activities under these authorities:

In providing disaster relief, the Red Cross has both a legal and a moral mandate that it has neither the authority nor the right to surrender. The Red Cross has both the power and the duty to act in disaster, and our prompt action is clearly expected and supported by the public.

Red Cross authority to perform disaster services was formalized when the organization was chartered by the Congress of the United States in 1905. Among other provisions, this charter charged the Red Cross—

to continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same.

-U.S. Congress, Act of January 5, 1905,
as amended, 36 U.S.C.

Red Cross authority to provide disaster services was reaffirmed in federal law in the 1974 Disaster Relief Act (Public Law 93-288) and in 1988 in the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The American National Red Cross is a nationwide network of more than 600 chapters and Blood Services regions dedicated to saving lives and helping people prevent, prepare for and respond to emergencies. Led by 1.2 million volunteers and 30,000 employees, the Red Cross annually mobilizes relief to families affected by more than 72,000 disasters, trains almost 12 million people in lifesaving skills and exchanges more than a million emergency messages for U.S. military service personnel and their families. The Red Cross is the largest supplier of blood and blood products to more than 3,000 hospitals across the nation and also assists victims of international disasters and conflicts at locations worldwide.

1. Disaster Services Readiness.

- A. In order to assure continuity in disaster planning, disaster readiness, emergency response readiness, and any other Red Cross program or service, the Red Cross provides local chapter staff and/or volunteers as primary points of contact to local emergency management.
- B. The Red Cross and the County will share their written Emergency Operations/Response Plans.
- C. The County agrees to admit properly identified Red Cross personnel into the disaster impact area to provide Red Cross services.

2. Government Liaison

- A. During disaster operations, the County will provide space within its Emergency Operations Center for a Red Cross Government Liaison.
- B. The Red Cross will assign a Government Liaison to the County's Emergency Operations Center or other command post. Specifically, the Government Liaison will perform as the Red Cross single Point of Contact for the County with shift by shift emphasis on all aspects of Mass Care services for the County, and other applicable Red Cross activities during EOC Operations. Government Liaisons meet all basic NIMS training and are generally assigned to ICS Logistics Section or Operations Section depending upon the jurisdictions EOC ICS or other structure during EOC operations.

3. Emergency Mass Care

- A. Emergency Mass Care – This service involves the coordination of non-medical mass care services to include mass care congregate sheltering of persons displaced by an emergency, organizing of and delivery of feeding operations, providing emergency aid stations at designated Red Cross Service Delivery Sites, collecting and providing information on disaster affected persons to family members (Safe and Well Inquiry), and coordinating bulk distribution of emergency relief items.

The County and the Red Cross will cooperatively conduct and maintain an inventory of all buildings which could potentially serve as mass care shelters. Within municipal jurisdictions, County emergency management typically maintains lists of approved primary and secondary mass care shelter facilities that have been approved by Red Cross through its Shelter Agreement and Shelter Survey.

The Red Cross and Facility Owners will complete a Shelter Agreement for each approved shelter facility that will be used as Mass Care Shelters. This agreement specifically identifies the owner/operator of all privately owned or County owned facilities identified as available Red Cross shelter facilities. The agreement will also identify Facility Management and Shelter Management use responsibilities, utility costs responsibilities, and other aspects of facility usage. The Facility Owner and the Red Cross will also complete a Shelter Survey for each identified facility included in the Shelter Agreement (a physical site visit by a Red Cross representative to complete a survey document about each facility).

- B. When the need for mass care shelters occur, the County and the Red Cross cooperatively designate one or more mass care shelter facilities based upon anticipated need.
 - C. The Red Cross will retain administrative and operational control of the mass care activities it provides. The Red Cross will assign a Shelter Manager to each Red Cross mass care shelter for this purpose and will assume responsibility for the cost of providing Red Cross shelter and feeding operations.
4. Disaster Damage Assessment
- A. The Red Cross and the County agree to exchange and share information related to residential, road and bridge, utilities affected and other disaster caused damage assessment information and to conduct assessments cooperatively to the extent possible.
 - B. The County agrees to admit properly identified Red Cross personnel into the disaster impact areas for the purpose of conducting Red Cross disaster damage assessments.
5. Direct Assistance to Families
- A. The Red Cross provides direct assistance to disaster victims as defined in Section II Responsibilities, Paragraph 2 above. In carrying out any relief activities, the Red Cross will exercise administrative and financial control over its own operations.
 - B. The County may assist the Red Cross in establishing disaster service centers (if Red Cross deems it necessary to open community disaster service centers during or after a disaster) by providing use of County owned facilities as available and requested.

The Red Cross will endeavor to communicate to the public through normal mass media communication activities through our Public Affairs and Communications Officers. The Red Cross Public Affairs and Communications Officer will also endeavor to coordinate media messaging with the County Public Information Officer where available. Public communications is vital to the mission of the Red Cross as we depend upon the public for volunteerism, blood products and financial support. Our PIO's are required to message through various media sources including broadcast, print and online social media sources.

The Red Cross may initiate fund raising activities in the affected areas in accordance with existing fund raising ordinances and agreements.

7. Recurrent Local Disasters

a. The County will notify/contact the Red Cross (refer to Appendix A - Notification and Contact), through the Counties normal method of dispatch communications system(s), and inform the Red Cross of local emergency/disasters where families or individual(s) will require Disaster Services immediate assistance.

b. The Red Cross will dispatch its Disaster Action Team to recurrent local disasters within two (2) hours of incident notification to meet the emergency needs of the affected families or individual(s).

c. The Red Cross will, upon request, provide emergency canteen services to firefighters, and other emergency workers at the scene of recurrent local emergencies or disasters (includes extended law enforcement managed emergencies).

8. Notification and Contact, Modification and Cancellation
(Reference Appendix A)

Appendix A shall be reviewed annually for updated contact information and corrected as needed. It is the responsibility of both parties to maintain current contact information.

9. Coordination and Planning of Assistance under Agreement

The County hereby authorizes and directs its Emergency Management Coordinator and his or her staff, and Red Cross hereby authorizes and directs its designated officers or employee, to mutually plan for, establish, and coordinate the details of implementing and furnishing the services and assistance agreed to be provided in the Agreement.

10. Term, Amendment or Cancellation of Agreement

This Agreement shall continue in effect until terminated by either party hereto, by such party giving the other party thirty days written notice (see Appendix A – Modification and Cancellation contact information). This Agreement's Appendix A shall be reviewed annually and modified as appropriate.

11. Mutual Responsibility and Preservation of Defenses

The County agrees to and accepts full responsibility for the condition and maintenance of its premises, and the acts, negligence and/or omissions of all County's employees and agents, County's subcontractors and/or contract laborers in performing services under this Agreement with the Red Cross.

The Red Cross agrees to and accepts full responsibility for negligence, of all Red Cross's employees and agents, performing services under this Agreement which result in Bodily Injury, Death, or Property Damage.

It is further agreed that if a claim or liability should arise from the joint or concurring negligence of both parties hereto, it shall be borne by them comparatively in accordance with the laws of the State of Texas.

This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas including, without limitations, the defense of governmental immunity and the limitations or liability imposed during times of disaster and emergency by applicable laws.

12. Severability

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

Endorsement

The undersigned officers hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that the necessary ordinances, resolutions, orders or other actions extending said authority have been duly passed and are now in full force and effect and, by their signatures hereto, bind themselves to the faithful performance of this Agreement.

County of Montague, Texas

Honorable Tommie Sappington
Montague County Judge

Tommie Sappington
Signature

Date December 10, 2012

Patrick Lacke
Emergency Services
Area Manager

Date _____

Marty Nerren
Emergency Services
Asst. Director, Readiness

Date _____

Kelly McNabb
Emergency Management

Kelly McNabb
Signature

Date December 10, 2012

Rosemary Mote
Emergency Services Director

Date _____

**American Red Cross
North Texas Region**

**STATEMENT OF AGREEMENT
BETWEEN THE
AMERICAN RED CROSS
AND
THE COUNTY OF Montague**

**Appendix A
Notification and Contact, Modification and Cancellation**

I. Notification and Contacts

1. The County will alert the American Red Cross Texoma Area Chapter promptly of actual or potential disasters
During normal business hours at: 903-465-1330
2. The County will alert the American Red Cross Texoma Area Chapter promptly of actual or potential disasters
after normal business hours at: 903-357-3493
3. The Red Cross may contact the County's Emergency Operations Center (EOC) at **Montague Sheriff Office (940) 894-2871.**
 - A. The County Emergency Management Coordinator (EMC) may be reached during normal business hours at **(940) 825-3306.**
 - B. After normal business hours, the County Emergency Management Coordinator (EMC) may be reached at **(Cell) (940) 841-1646.**

II. Modification and Cancellation

Appendix A shall be reviewed annually for updated contact information and corrected as needed. It is the responsibility of both parties to maintain current contact information.

The Agreement may be cancelled by either party through written notice to the other by notifying the following persons at the following addresses:

The County Kelly McNabb Emergency Management Coordinator County of Montague (940) 841-1646, TX 76251 (Phone)	The Red Cross Marty Nerren Emergency Services – Asst. Director, Readiness American Red Cross – North Texas Region 4800 Harry Hines Blvd. Dallas, TX 75235 (Phone) 214-678-4555
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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 10TH day DECEMBER, 2012, at a regular Term and Session of the Commissioner's Court of Montague County, Texas, can on to be considered the application of EOG RESOURCES, INC. for a permit and right-of-way to lay, construct, maintain, operate a ROAD CROSSING on DENVER ROAD located in Precinct #1 of the County of Montague, State of Texas, and the court having considered such application 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.

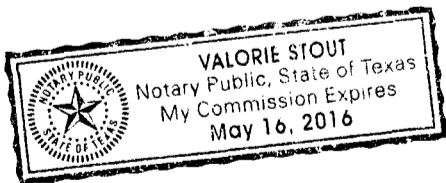
Tommie Sappington, County Judge

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 10TH day of DECEMBER, 2012.

My commission expires:



Notary Public in and for
Montague County, Texas

#1192050508

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

DATE: November 19, 2012

NAME: EOG Resources, Inc.

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

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

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

GPS Coordinates: Latitude N. 33° 29' 03. 87 Longitude W. 97° 44' 54. 30
(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. proposes to bore Denver Rd. with a 12" GAS Adlyline cased within a 16" steel casing approximately 1,296 Ft. SW of Smryna Ad.

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

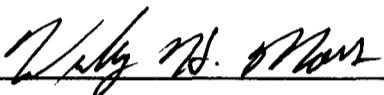
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes No

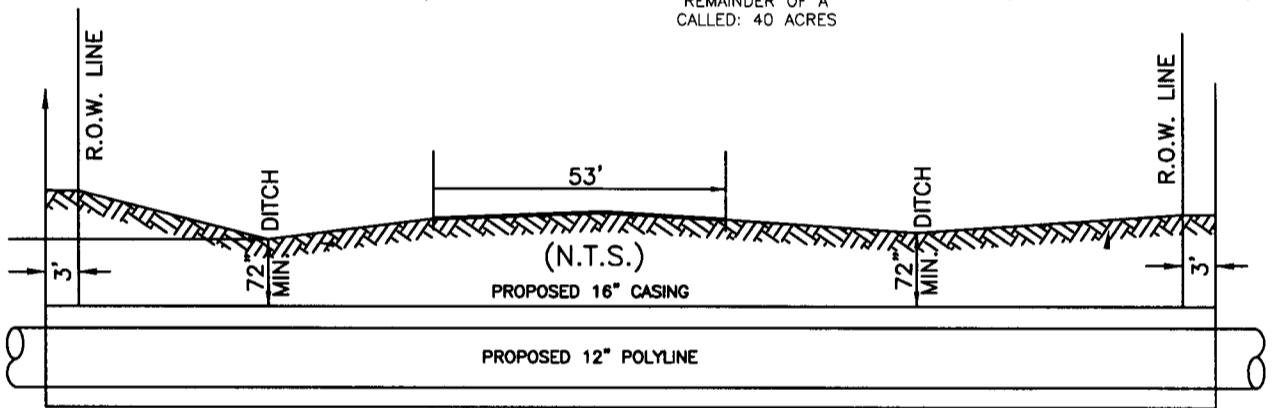
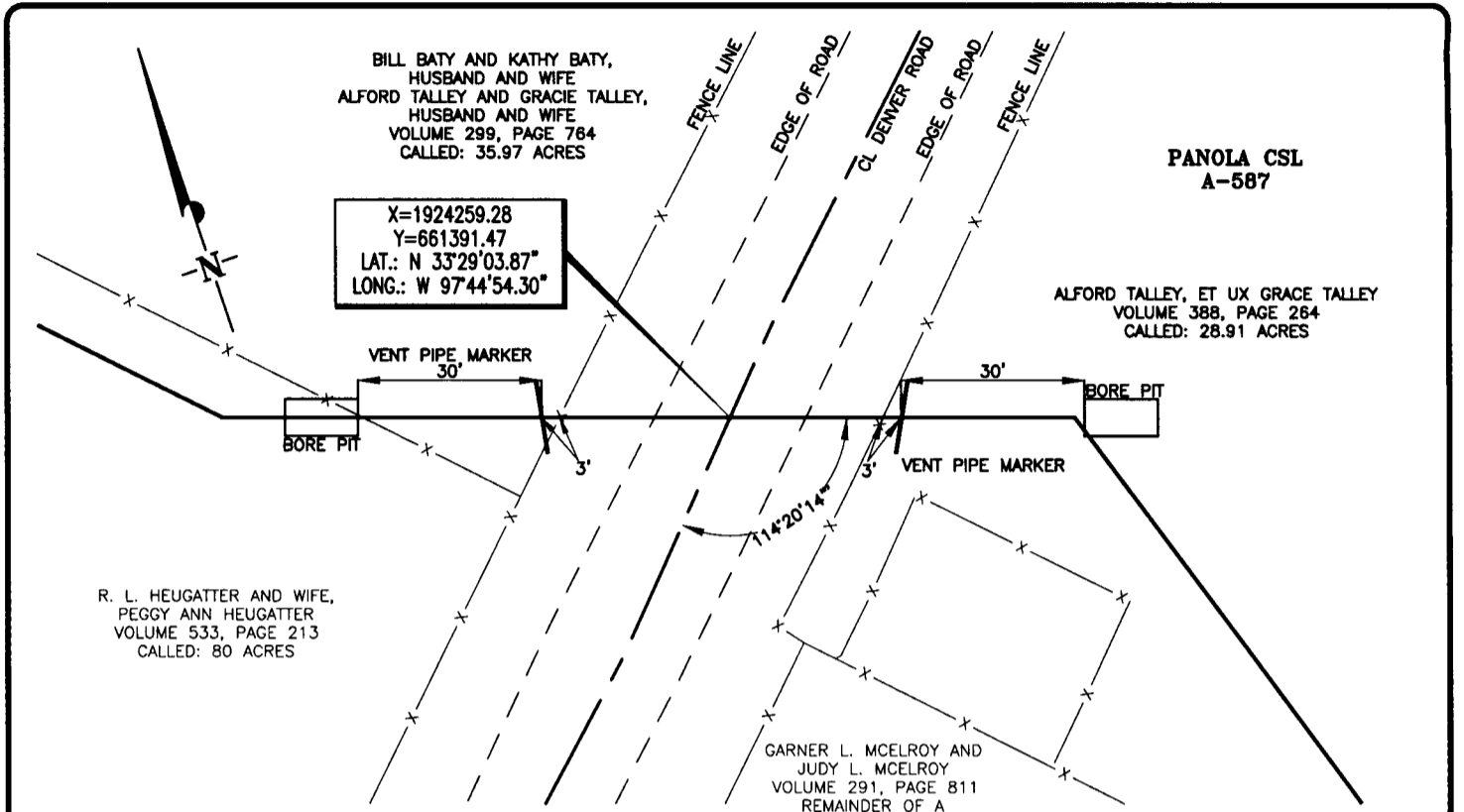
If yes, explain how the water was measured and include amount transported. N/A

AFFIRMATION

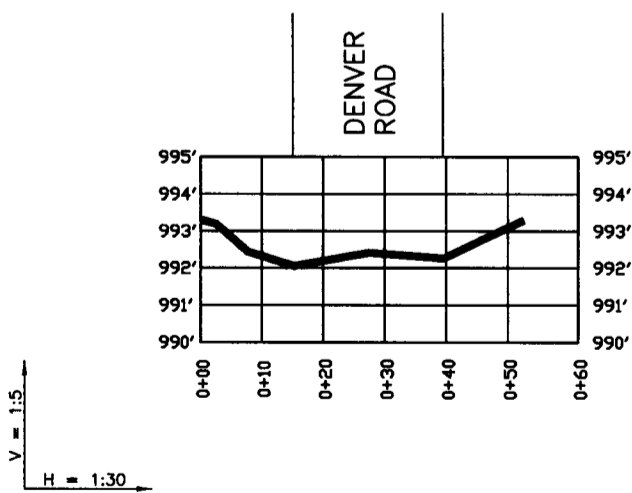
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 11-19-2012

SIGNATURE 



PLAN AND PROFILE OF
16" STEEL CASING
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

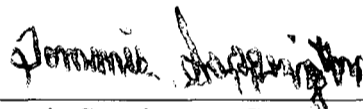
BOWIE SOUTH HARPER LATERAL PROPOSED PIPELINE CROSSING DENVER ROAD ± 1,296 FEET SOUTHWEST OF SWYRNA ROAD MONTAGUE COUNTY, TEXAS NOT TO SCALE = N.T.S.		
SCALE	DRAWN BY	DATE
1" = 30'	S.W.	10-31-12

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 10TH day DECEMBER, 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 SMYRNA 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.



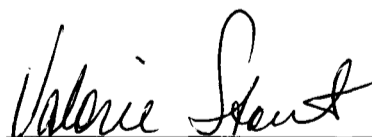
Tommie Sappington, County Judge

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

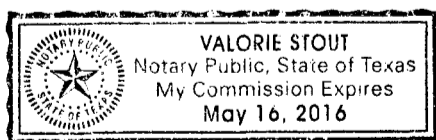
Before me, the undersigned authority, on this personally appeared Tommie Sappington, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 10TH day of DECEMBER, 2012.

My commission expires:



Notary Public in and for
Montague County, Texas



#1192050508

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

DATE: November 19, 2012

NAME: EOG Resources, Inc.

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

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

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

GPS Coordinates: Latitude N. 33° 29' 31.64 Longitude W. 97° 45' 05.48
 (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. proposes to bore Smyrna Rd. with a 12" Gas Polyline Cased within a 16" steel casing approximately 2630 ft SW of Curry Rd.

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)? Yes No

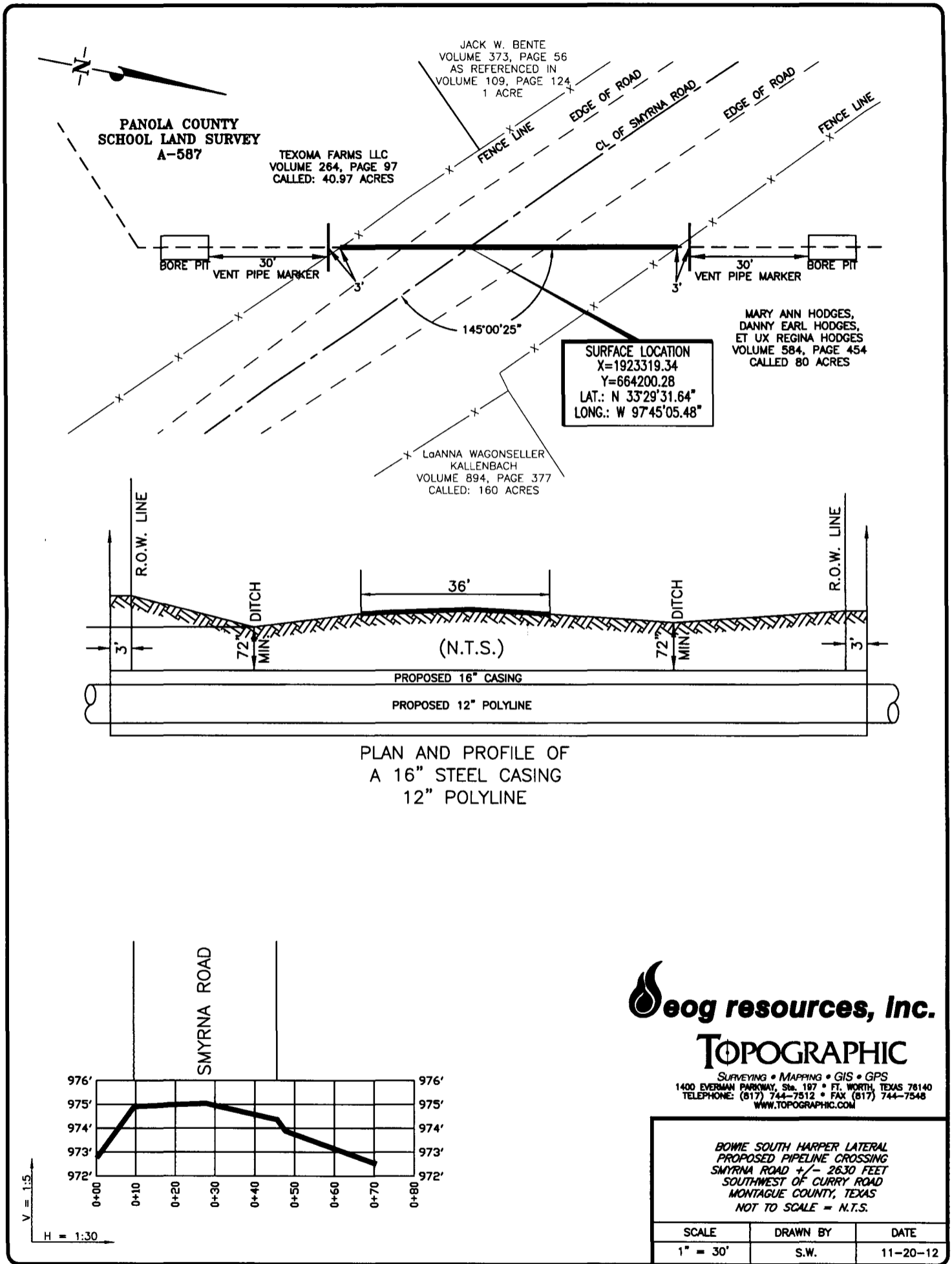
If yes, explain how the water was measured and include amount transported. N/A

AFFIRMATION

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

DATE 11-19-2012

SIGNATURE Wally W. Mann



PLAN AND PROFILE OF
A 16" STEEL CASING
12" POLYLINE

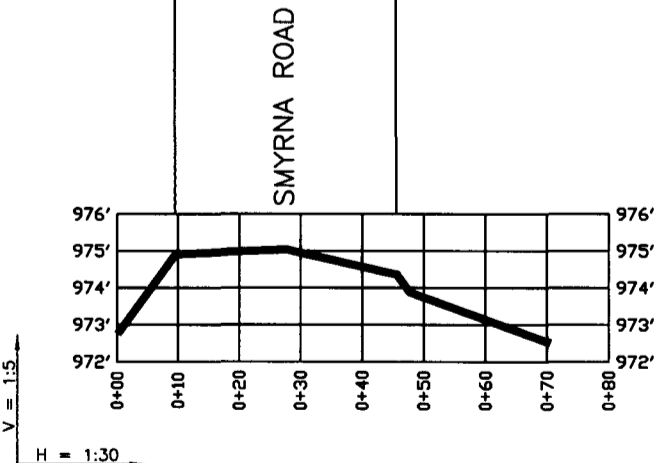
Geog resources, Inc.

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
SMYRNA ROAD +/- 2630 FEET
SOUTHWEST OF CURRY ROAD
MONTAGUE COUNTY, TEXAS
NOT TO SCALE = N.T.S.

SCALE	DRAWN BY	DATE
1" = 30'	S.W.	11-20-12



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 10th day DECEMBER, 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.

[Handwritten signature of Tommie Sappington]

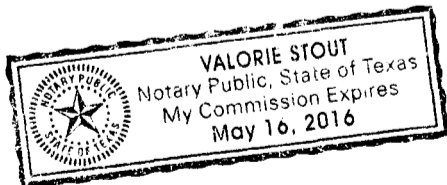
Tommie Sappington, County Judge

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 10th day of DECEMBER, 2012.

My commission expires:



[Handwritten signature of Valorie Stout]

Notary Public in and for Montague County, Texas

#1192050508

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

DATE: November 19, 2012

NAME: EOG Resources, Inc.

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

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

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

GPS Coordinates: Latitude N. 33° 26' 56.29" Longitude W. 97° 42' 01.56"
(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. Proposes to bore Lake Valley Rd. with a 16" steel casing for a 12" 50A-7 Adly ABE for the transportation of Gas approximately 11,166 Ft. SE of 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: **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> NA </u>	Percentage
Ground Water	<u> NA </u>	Percentage
Both	<u> NA </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)? Yes No

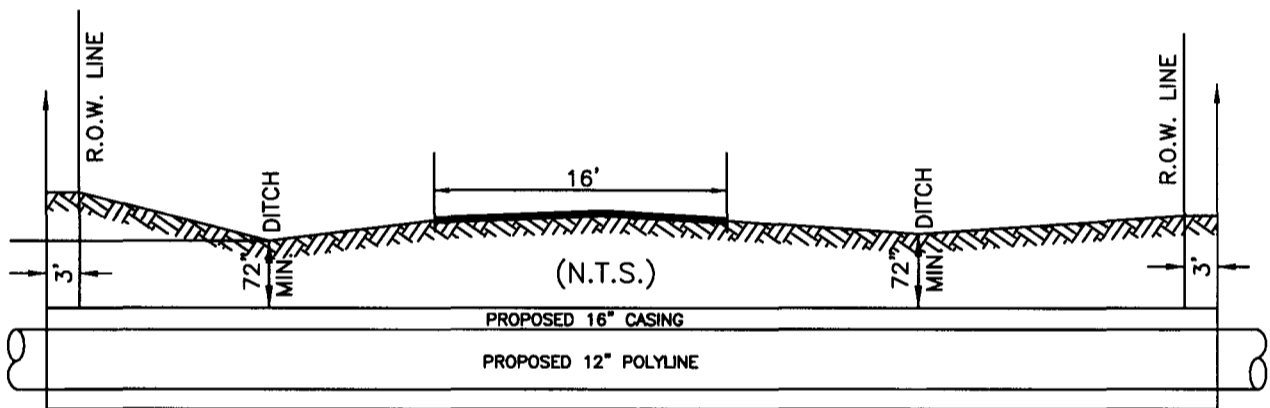
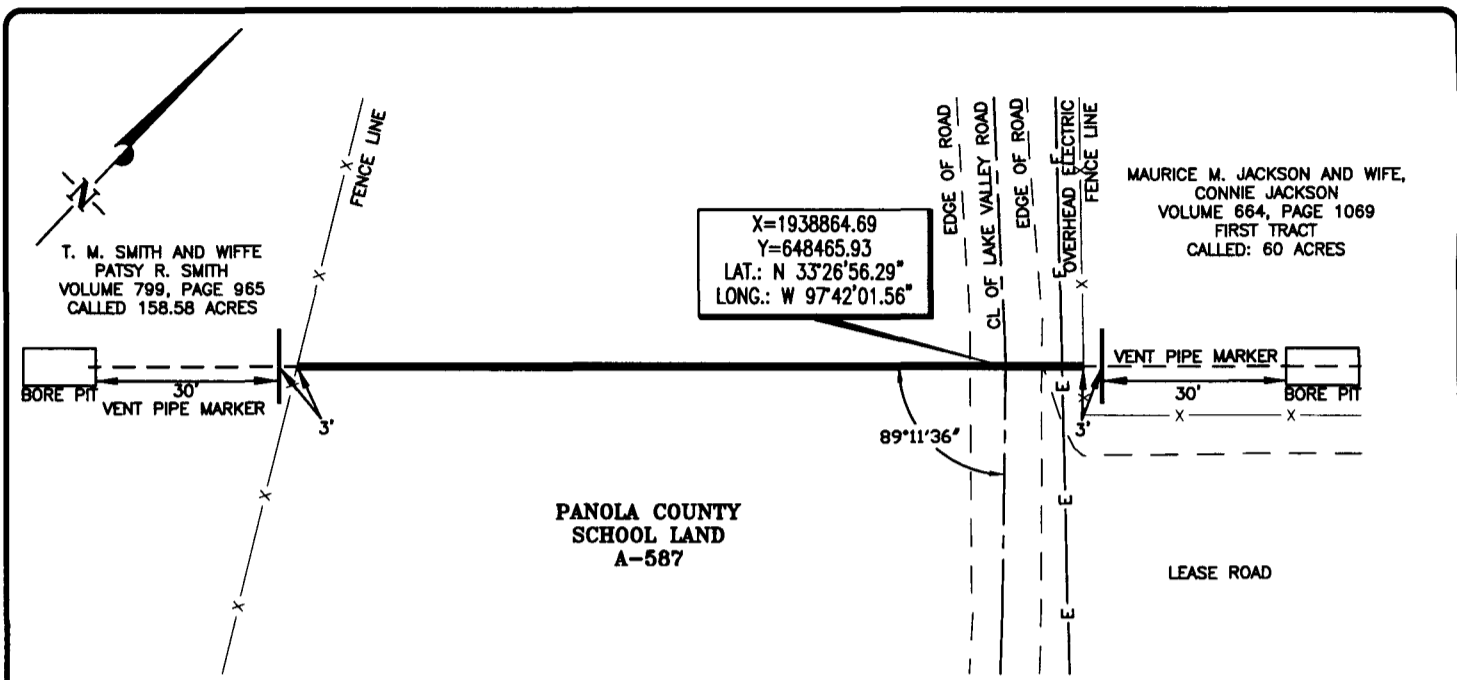
If yes, explain how the water was measured and include amount transported. N/A

AFFIRMATION

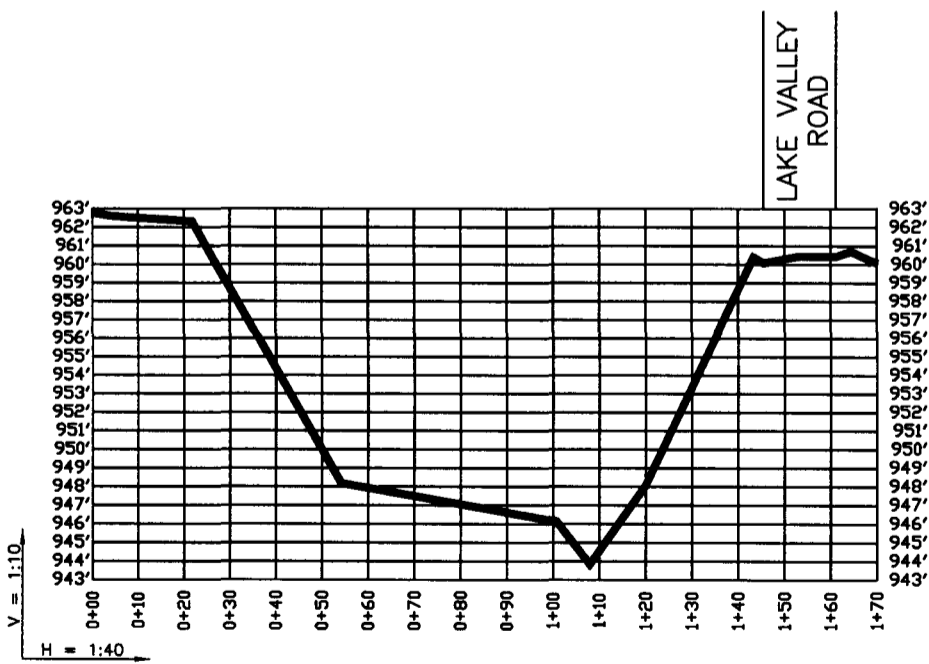
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 11-19-2012

SIGNATURE *Duby H. Mann*



PLAN AND PROFILE OF
A 16" STEEL CASING
12" POLYLINE



Geog resources, Inc.
TOPOGRAPHIC
SURVEYING • MAPPING • GIS • GPS
1400 EVERMAN PARKWAY, Ste. 187 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7312 • FAX (817) 744-7548
WWW.TOPOGRAPHIC.COM

*BOWIE SOUTH HARPER LATERAL
PROPOSED PIPELINE CROSSING
LAKE VALLEY ROAD +/- 11,166 FEET
SOUTHEAST OF F.M. 1749
MONTAGUE COUNTY, TEXAS
NOT TO SCALE = N.T.S.*

SCALE	DRAWN BY	DATE
1" = 40'	S.W.	11-02-12

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 10th day DECEMBER, 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.

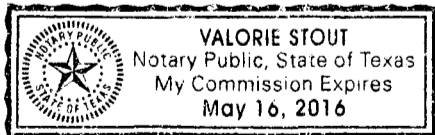
Signature of Tommie Sappington, County Judge

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 10th day of DECEMBER, 2012.

My commission expires:



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

#1192050518

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

DATE: November 19, 2012

NAME: EOG Resources, Inc.

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

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

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

GPS Coordinates: Latitude N. 33° 28' 12.82" Longitude W. 97° 43' 32.64"
(GPS Coordinates for Road Crossing)

_____ TEMPORARY X PERMANENT _____ PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done: EOG Resources, Inc. proposes to bore Lake Valley Rd. with a 12" Gas Poly. Line cased within a 16" steel casing approx. 241 Ft. SE of 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: **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

VOL 14 PAGE 678

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

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 11-19-2012

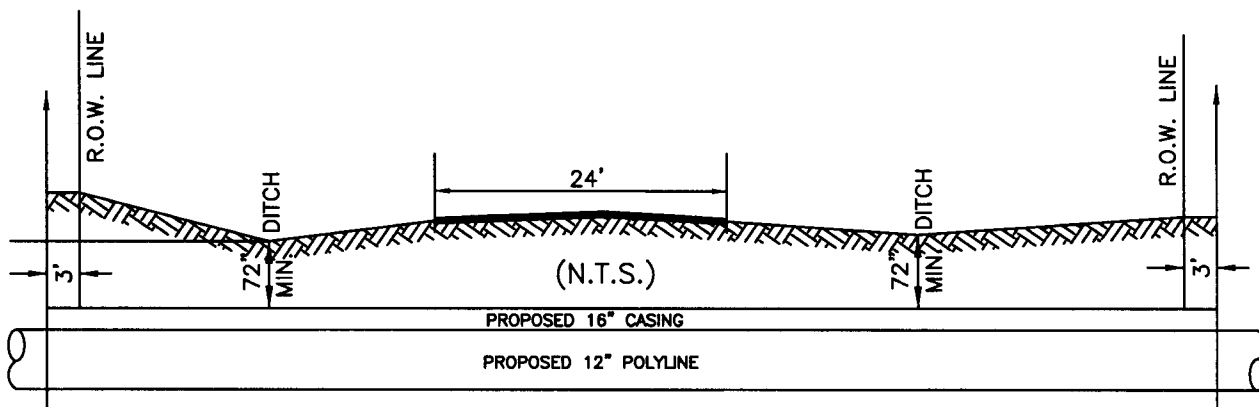
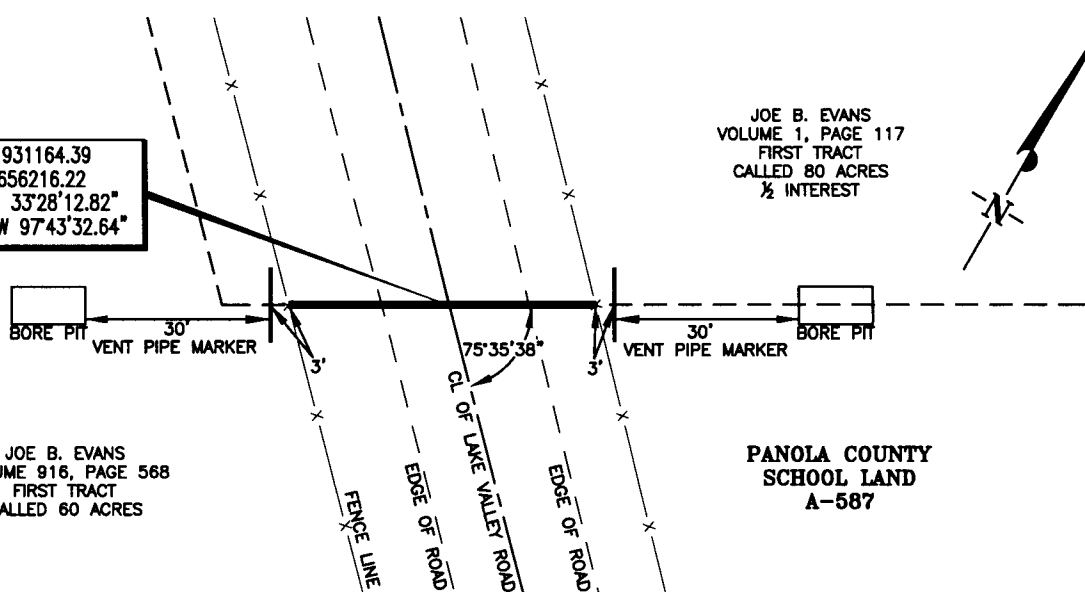
SIGNATURE Walter H. Maus

X=1931164.39
Y=656216.22
LAT.: N 33°28'12.82"
LONG.: W 97°43'32.64"

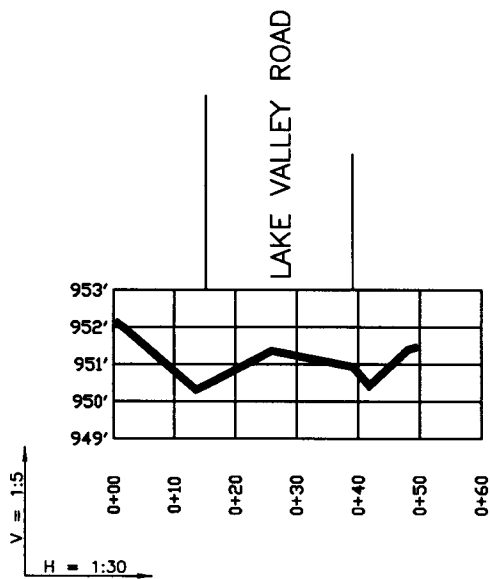
JOE B. EVANS
VOLUME 1, PAGE 117
FIRST TRACT
CALLED 80 ACRES
½ INTEREST

JOE B. EVANS
VOLUME 916, PAGE 568
FIRST TRACT
CALLED 60 ACRES

PANOLA COUNTY
SCHOOL LAND
A-587



PLAN AND PROFILE OF
A 16" STEEL CASING
12" POLYLINE



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 SOUTH HARPER LATERAL
PROPOSED PIPELINE CROSSING
LAKE VALLEY ROAD +/- 241 FEET
SOUTHWEST OF F.M. HIGHWAY 1749
MONTAGUE COUNTY, TEXAS
NOT TO SCALE = N.T.S.

SCALE	DRAWN BY	DATE
1" = 30'	S.W.	10-26-12

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

VOL 14 PAGE 681

DATE: 11/27/2012

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: ROCKY ROAD COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.35 56 58 Longitude 97.45 37 68

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 CULVERT CROSSING ON ROCKY 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: 3091

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

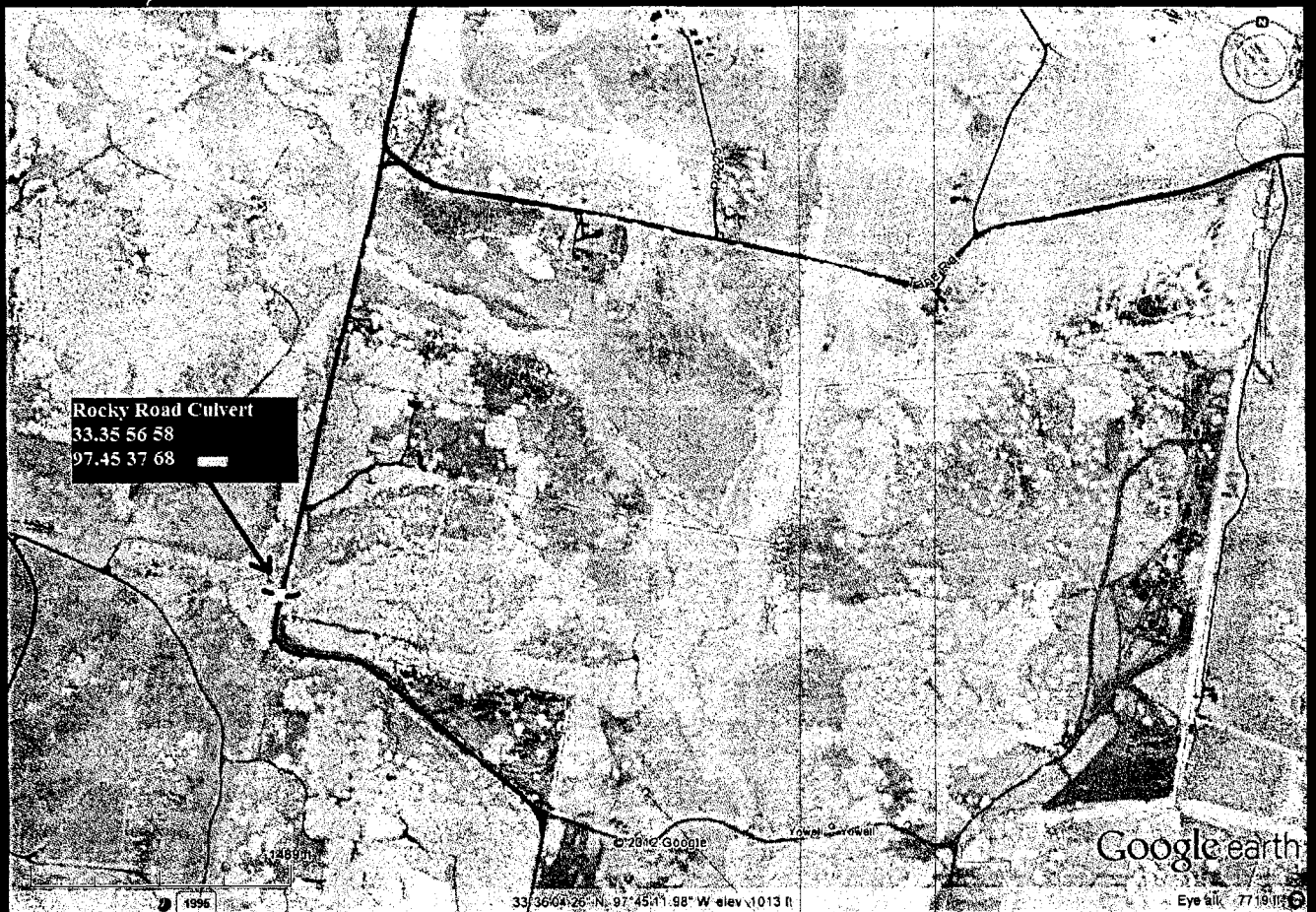
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

DATE 11/27/12

SIGNATURE [Handwritten Signature]



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

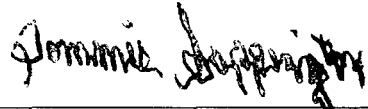
[Handwritten Signature]

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 10TH day of DECEMBER, 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 ROCKY ROAD AND TAGE 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 **ROCKY ROAD AND TAGE 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, Montague Co. Judge

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

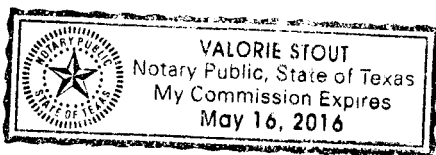
Before me, the undersigned authority, on this day personally appeared TOMMIE SAPPINGTON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein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

Given under my hand and seal of office this 10TH Day of DECEMBER, 2012.

My commission expires:



Notary Public in and for Montague County, Texas.



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

DATE: 11/27/2012

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: ROCKY ROAD/TAGE 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" ALUM FRAC LINE ROCKY ROAD APPROX 2950 FEET
10" ALUM FRAC LINE TAGE ROAD APPROX 2000 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: 3091

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

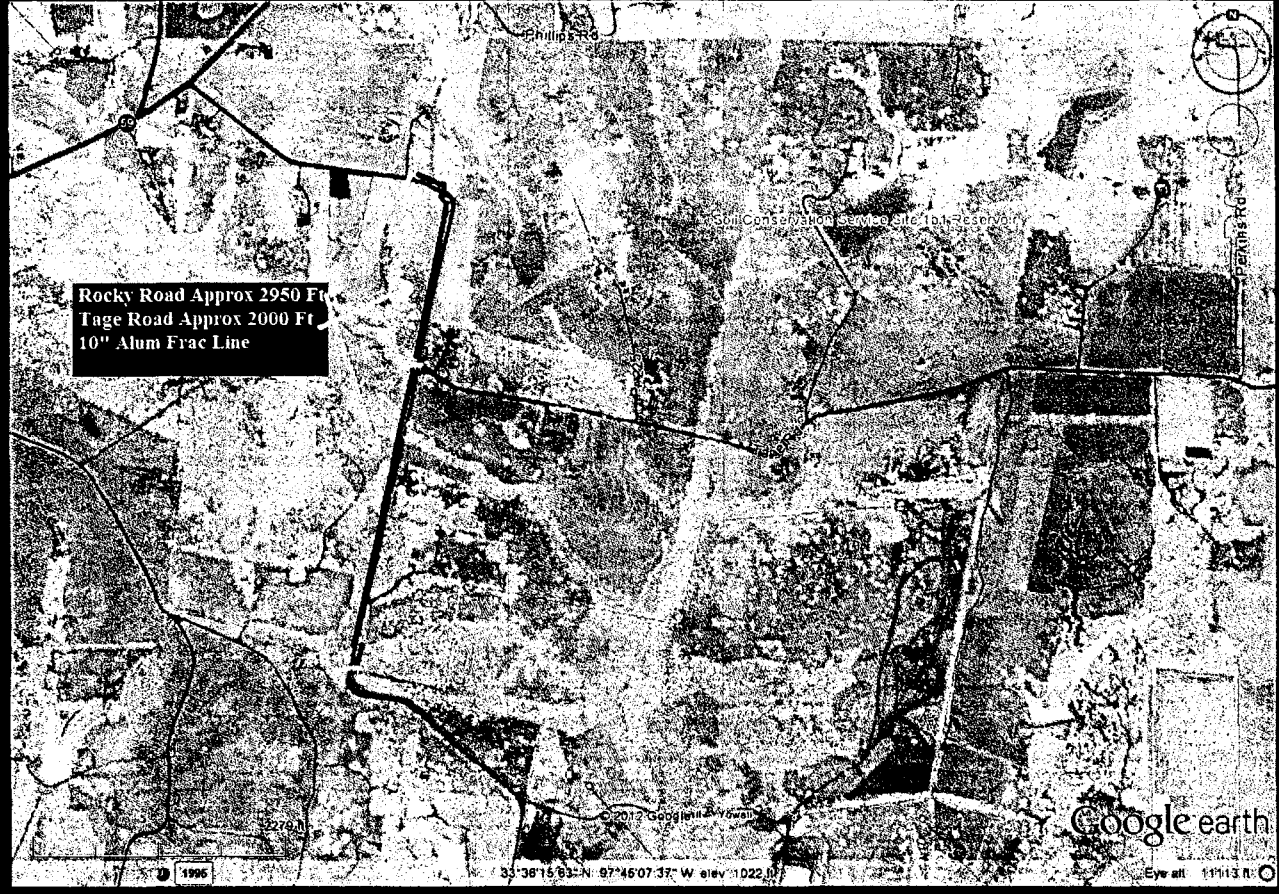
If yes, explain how the water was measured and include amount transported. _____

AFFIRMATION

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

DATE 11/27/12

SIGNATURE [Handwritten Signature]



Clerks Memo:
 Copies of this document are
 available and/or reproducible
 upon request, but recorded at
 the expense of the requester.

[Handwritten Signature]

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into as of December 19, 2012 (the "Effective Date") by and between **Palmer Mine Sampling LLC**, a Limited Liability Corporation (the "Consultant"), and **MONTAGUE COUNTY PRECINCT 3**, a Government entity (the "Company," and together with the Consultant, the "Parties")

RECITALS

WHEREAS, the Company is engaged in the business of Mining, and

WHEREAS, the Company wishes to engage the Consultant as an independent contractor for the Company for the purpose of providing the professional services set forth in Exhibit A attached hereto and made a part hereof (the "Services") on the terms and conditions set forth below; and

WHEREAS, the Consultant wishes to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

- (a) Of the Contractor. The Consultant agrees to do each of the following
- A Perform the Services set forth in Exhibit A attached hereto, provided, however, that if a conflict exists between this Agreement and any term in Exhibit A, the terms in this Agreement shall control.
 - B Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
 - C Perform the Services in a safe, good, and workmanlike manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order
 - D Communicate with the Company regarding progress the Consultant has made in performing the Services.

- E. Provide services (including the Services) that are satisfactory and acceptable to the Company
- (b) Of the Company The Company agrees to do each of the following:
- A. Engage the Consultant as an independent contractor to perform the Services set forth in Exhibit A to this Agreement
 - B. Provide relevant information to assist the Consultant with the performance of the Services
 - C. Satisfy all of the Consultant's reasonable requests for assistance in its performance of the Services

2. NATURE OF RELATIONSHIP.

- (a) Independent Contractor Status. The Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Consultant is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.
- (b) Indemnification of Company by Consultant. The Company has entered into this Agreement in reliance on information provided by the Consultant, including the Consultant's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant and/or the Company resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Consultant's earnings had the Consultant been on the Consultant's payroll and employed as an employee of the Company.

3. CONFIDENTIAL INFORMATION.

The Consultant agrees, during the Term and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any of the Company's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the Consultant by the Company, either directly or indirectly. The Consultant may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Company personnel or authorized representatives or for any other purpose the Company may hereafter authorize in writing.

4. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
- A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - B. This Agreement is a legal, valid, and binding obligation of each Party enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (b) The Consultant hereby represents and warrants as follows:
- A. The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
 - B. The Consultant has the right to perform the Services required by this Agreement at any place or location, and at such times as the Consultant shall determine, once it has been agreed upon by the Company.
 - C. The Services shall be performed in accordance with standards prevailing in the Company's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Consultant shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.

- D. The Services required by this Agreement shall be performed by the Consultant or the Consultant's staff, and the Company shall not be required to hire, supervise, or pay any assistants to help the Consultant perform such Services.
 - E. The Consultant is responsible for providing insurance coverage for itself and its staff.
 - F. The Consultant specifically does *not* warrant that the Services provided will in any way prevent any enforcement actions or penalties to be imposed on the Company by any regulatory body.
- (c) The Company hereby represents and warrants as follows:
- A. The Company will make timely payments of amounts earned by the Consultant under this Agreement.
 - B. The Company shall notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this Agreement at least 30 days prior to implementing such changes.
 - C. The Company shall provide such other assistance to the Consultant as it deems reasonable and appropriate.

5. COMPENSATION.

- (a) Terms and Conditions. The Company shall pay the Consultant in accordance with the terms and conditions set forth in Exhibit A.
- (b) Timing of Payment. Payments shall be made to the Consultant as defined in Exhibit A, for all Services performed to the Company's satisfaction in accordance with Exhibit A.
- (c) No Payments in Certain Circumstances. Notwithstanding the foregoing, no payment shall be payable to the Consultant under any of the following circumstances:
 - A. if prohibited under applicable government law, regulation, or policy;
 - B. if the Consultant did not directly perform or complete the Services described in Exhibit A;
 - C. if the Consultant did not perform the Services to the reasonable satisfaction of the Company; or

- D if the Services performed occurred after the expiration or termination of the Term of this Agreement, unless otherwise agreed in writing.
- (d) No Other Compensation. The compensation set out above shall be the Consultant's sole compensation under this Agreement.
- (e) Expenses. Any expenses incurred by the Consultant in the performance of this Agreement shall be the Consultant's sole responsibility.
- (f) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Company shall have no obligation to pay or withhold any sums for such taxes.

6. WORK FOR HIRE.

The Consultant expressly acknowledges and agrees that any work prepared by the Consultant under this Agreement shall be considered "work for hire" and the exclusive property of the Company unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Consultant hereby assigns to the Company all of its right, title, and interest in and to such work.

7. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Consultant hereby warrants to the Company that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined below), the Consultant is free to engage in other independent contracting activities; provided, however, the Consultant shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Company pursuant to this Agreement.

8. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for such Services (the "Term") as specified in Exhibit A.

9. TERMINATION.

This Agreement may be terminated:

- (a) By either Party on provision of seven (7) days written notice to the other Party, with or without cause
- (b) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within ten (10) days of receipt of written notice thereof
- (b) By the Company at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Company, or is guilty of serious misconduct in connection with performance under this Agreement

Following the termination of this Agreement for any reason, the Company shall promptly pay the Consultant according to the terms of Exhibit A for Services rendered before the effective date of the termination. The Consultant acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

10. RETURN OF PROPERTY

The Consultant is not required to return to the Company any copies of Company documents, products, samples or other property or notes relating to the Company's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials obtained by the Consultant during and in connection with its representation of the Company. All copies of files, records, documents, blueprints, specifications, information, letters, notes, media lists, and similar items relating to the Company's business, whether prepared by the Consultant or otherwise coming into its possession, shall remain in the Consultant's possession. Title and ownership in and to the Consultant's work that does not constitute work product relating to the Services shall also remain and belong to and be vested in the Consultant. A list of the Consultant's work product is attached as Exhibit B hereto, and made a part hereof.

11. INDEMNIFICATION.

- (a) Of Company by Consultant. The Consultant shall indemnify and hold harmless the Company and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Consultant arising from or connected with Consultant's carrying out of its duties under this Agreement, or (ii) the

Consultant's breach of any of its obligations, agreements, or duties under this Agreement

- (b) Of Consultant by Company. The Company shall indemnify and hold harmless the Consultant from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Company's operation of its business, (ii) the Company's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Company's breach of any of its obligations, agreements, or duties under this Agreement, provided, however, none of the foregoing result from or arise out of the actions or inactions of the Consultant with respect to the services specified in this Agreement

12. USE OF TRADEMARKS.

The Consultant recognizes the Company's right, title, and interest in and to all service marks, trademarks, and trade names used by the Company and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's right, title, and interest therein, nor shall the Consultant cause diminishment of value of said trademarks or trade names through any act or representation. The Consultant shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, whether by expiration or otherwise, the Consultant shall cease to use all of the Company's trademarks, marks, and trade names

13. MODIFICATION.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties

14. ASSIGNMENT.

Neither the Company nor the Consultant may, without the written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Consultant may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the Company of written notice of such assignment or transfer

15. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties

16. FORCE MAJEURE.

A Party shall not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control, including but not limited to serious illness or death of the Consultant or a member of his immediate family (each a "Force Majeure Event"), provided, however, if such an event occurs, the affected Party shall, as soon as practicable

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement, and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder

17. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation

18. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing using the mailing or email address listed on the signature page of this document, and shall be given in person, by overnight courier, by email with acknowledgement of receipt, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties

19. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled

20. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For

purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature

21. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein

22. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

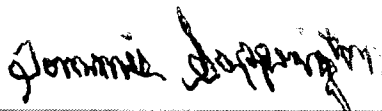
23. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

COMPANY

MONTAGUE COUNTY PRECINCT 3

By: 
Name: Tommie Sappington
Title: Montague County Judge

CONSULTANT

PALMER MINE SAMPLING L.L.C.


By: 
Name: Bruce B Palmer
Title: Member and Registered Agent

EXHIBIT A

DUTIES, SPECIFICATIONS, AND COMPENSATION

A. **DUTIES.** The Consultant will perform the following services

- 1 Measure and document real-time high dust levels throughout the sampling day at those areas of Company property determined by the Consultant, and provide a written discussion of feasible dust controls
 - 2 Measure and document real-time noise levels above 85 dBA (MSHA "Action Level") throughout the sampling day at those areas of Company property determined by the Consultant, and provide a written discussion of feasible noise controls
 - 3 Discuss with miners on the Company property their work performed, and hazards encountered routinely or intermittently
 - 4 Evaluate in writing of the effectiveness of the Company's program or activities related to "Operator Surveys" required by Code of Federal Regulations (CFR) Title 29 paragraph 56 5002 or 57 5002.
 - 5 Evaluate in writing the effectiveness of the Company's program or activities related to a noise "system of monitoring" required by Code of Federal Regulations (CFR) Title 29 Paragraph 62 110.
 - 6 Identify corrective actions needed to comply with MSHA requirements for a Hearing Conservation Program as defined in MSHA Code of Federal Regulations (CFR) Title 29 Part 62.150, Respiratory Protection Program as defined in MSHA Code of Federal Regulations (CFR) Title 29 Part 56 5005 and "written HazCom program" and actions related to "HazCom" as defined in MSHA Code of Federal Regulations (CFR) Title 29 Part 47, subpart D
 - 7 Perform an audit of the following Company property to evaluate current compliance with MSHA HazCom requirements specified in Code of Federal Regulations (CFR) Title 29 Part 47 Crusher operation under MSHA jurisdiction (Mine ID 41-04524).
 - 8 Provide recommendations on purchase of noise and dust sampling instruments and basic instruction in their use
- B. **(Optional) SPECIFICATIONS.** The Parties agree to the following additional specifications about the services to be provided. Consultant's services performed on the Company's property will be completed not later than 12/21/2012, and the

Consultant will furnish to the Company those written reports agreed upon in this Exhibit no later than 12/24/2012 (both parties will initial)

PR NO OTHER SERVICES OTHER THAN ABOVE - 822

C COMPENSATION.

As full compensation for the Services rendered pursuant to this Agreement, the Company shall pay the Consultant the sum of Two Hundred and Ninety-Nine and no hundredths Dollars [\$ 299 00] on the following terms: 50% on the day the Services are provided, prior to commencing the agreed Services, and 50% within 30 days of the initial payment.

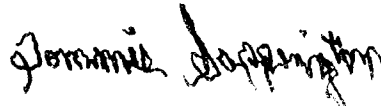
Payment will be only by cash, check, money order or PayPal (the latter with a 3% surcharge), at the option of the Consultant

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A.

Dated DEC 10 2012

COMPANY

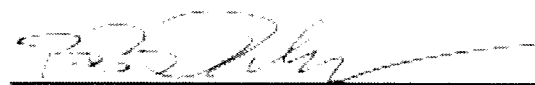
Montague County Precinct 3
PO Box 56
Montague, TX 76251
(940) 995-2667
Email: montagueip1@windstream.net



By _____
Name Tammie Sappington
Title Montague County Judge

CONSULTANT

PALMER MINE SAMPLING L.L.C.
5589 Ponte Verde Road
Pensacola, FL 32507
bpalmer@minesampling.com



By: _____
Name: **Bruce B. Palmer**
Title: **Member and Registered Agent**

EXHIBIT B

LIST OF CONSULTANT'S WORK PRODUCT

1. Reports of sampling performed on Company property, with interpretation, analysis, and recommendations
2. Evaluation of the effectiveness of Company programs pertaining to either Surveys of health hazards, or Hazard Communication, or both.

QUOTE

VOL 14 PAGE 698

Revised Dec 5, 2012

PALMER MINE SAMPLING LLC

5589 Ponte Verde Road

Pensacola, FL

(850) 483-0121

www.minesampling.com



Registered with Better Business Bureau

Attn: Rick Lewis, Commissioner

Montague County Precinct 3

PO Box 56

Montague, TX 76251

(940) 995-2667

Email: montaguejp1@windstream.net

As I mentioned on the phone, I was an MSHA inspector, supervisor, and health specialist (industrial hygienist) until my retirement from MSHA a year ago. I trained nearly 200 MSHA inspectors on how to conduct dust, noise and HazCom inspections. See my website at www.minesampling.com.

I understand that MSHA has given notice that you are expected to conduct your own "health surveys" (it is a regulatory requirement) and the County intends to purchase noise sampling equipment that your two precincts will share. I can advise you on the pros and cons of available new and used equipment, and help you avoid pitfalls in conducting your own sampling.

In the meantime I can do a "health survey" that will meet MSHA standards -- a "report card" on your crushing operations that will identify what a full-blown MSHA health inspection would find. This is because I have the same instruments MSHA inspectors use. Most importantly, I can show you how to lower any excessive noise and dust levels or fix other health-related problems to **avoid future citations**.

Per our verbal agreement today, I have scheduled Dec 19, 2012 to perform the services listed in this Quote and Exhibit A of my Consulting Services Agreement dated today. In case there is inclement weather, not conducive to crusher operation and/or conducting a health survey, I will perform the services on Dec 21.

Because all budgets are "tight" right now, if you wish to have my services THIS month, I can defer half my fee payment until Jan 2013.

Product / Services	Total Cost
Partial-shift (3-hour) Personal sampling for noise levels of all operating equipment at Precinct 3 CRUSHING OPERATIONS of up to 4 miners, to determine compliance with MSHA permissible limits. Includes written discussion of results and recommended remedial actions .	\$ 299.00
Survey of real-time microscopic ("respirable") dust levels throughout the area using laser counting technology.	INCLUDED
Review of the mine's Hearing Conservation Program, Respiratory Protection Program, and HazCom programs , to determine MSHA compliance .	INCLUDED
Written recommendations for Purchasing & Use of Sampling Equipment	INCLUDED
TOTAL	\$ 299.00

Thank You.

Bruce B. Palmer

Bruce B. Palmer, M.P.H.

P.S. If you would like references, feel free to contact Mike Davis, MSHA Southeastern District Manager at (205) 290-7294. He oversees all MSHA inspectors in the Southeast and knows me well. I can also provide you with names and phone numbers of recent clients.

ORDER RESTRICTING OUTDOOR BURNING

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

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

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

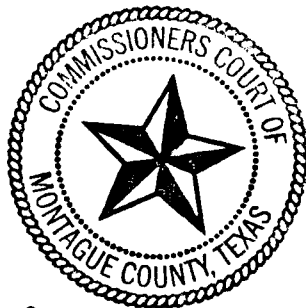
(5) outdoor cooking allowed with the restrictions listed below:

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

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

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

ADOPTED this 10th day of December, 2012.



Tommie Sappington

Tommie Sappington, Montague County Judge

ATTEST:

Glenda Henson

GLENDA HENSON,
County Clerk



Texas
Society of
Professional
Surveyors

WALTERS Land Surveying Co.

Registered Professional Land Surveyors

VOL 14 PAGE 701

109 N. Mason Street
P.O. Box 1166
Bowie, Texas 76230

FAX (940) 872-4555

OFFICE (940) 872-4718

November 23, 2012

0094-0084-1

Field Notes For:

A 4.92 acre tract of land in the T. E. & L. Co. Survey No. 2858 A-786, Montague County, Texas and being part of a tract of land described as tract seven in deed to Lyete Jackson and Barney Jackson recorded in Volume 401, Page 125, Real Records, Montague County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set in the northeast right of way of U. S. Highway No. 287 from which an iron rod found for the west corner of said Jackson tract seven bears North 55°32'01" West 1329.31 feet;

THENCE North 39°41'58" East 574.86 feet to an iron rod set for corner;

THENCE South 39°08'02" East 361.62 feet to an iron rod set for corner;

THENCE South 24°38'20" West 472.00 feet to an iron rod set in the northeast right of way of said highway and in the southwest line of said Jackson tract seven;

THENCE North 56°41'14" West with the northeast right of way of said highway 190.51 feet to a concrete right of way monument found for the beginning of a 5679.58 foot radius curve, the center of circle of said curve bears North 33°11'28" East;

THENCE Northwesterly along said curve through a central angle of 1°11'16" for an arc length of 117.74 feet to a concrete right of way monument found for corner;

THENCE North 55°32'02" West with the northeast right of way of said highway 171.70 feet to the POINT OF BEGINNING.

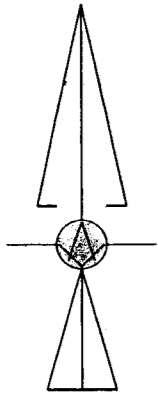
The foregoing field notes were prepared from a survey made on the ground under my supervision.

There are no visible easements or encroachments except as shown.

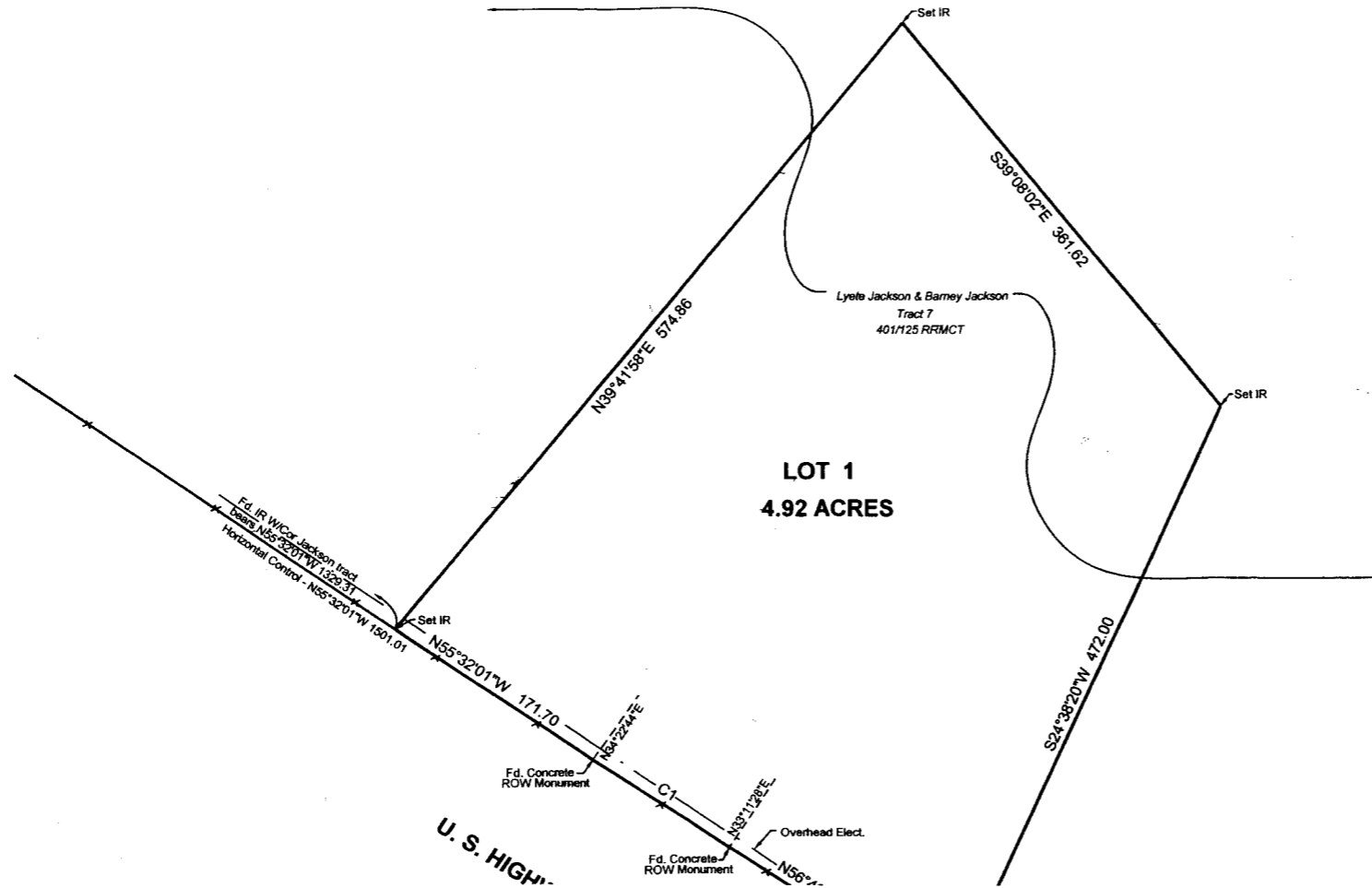
Surveyed October 29, 2012.
See plat dated 11-23-2012.


Patrick L. Walters
Registered Professional Land Surveyor



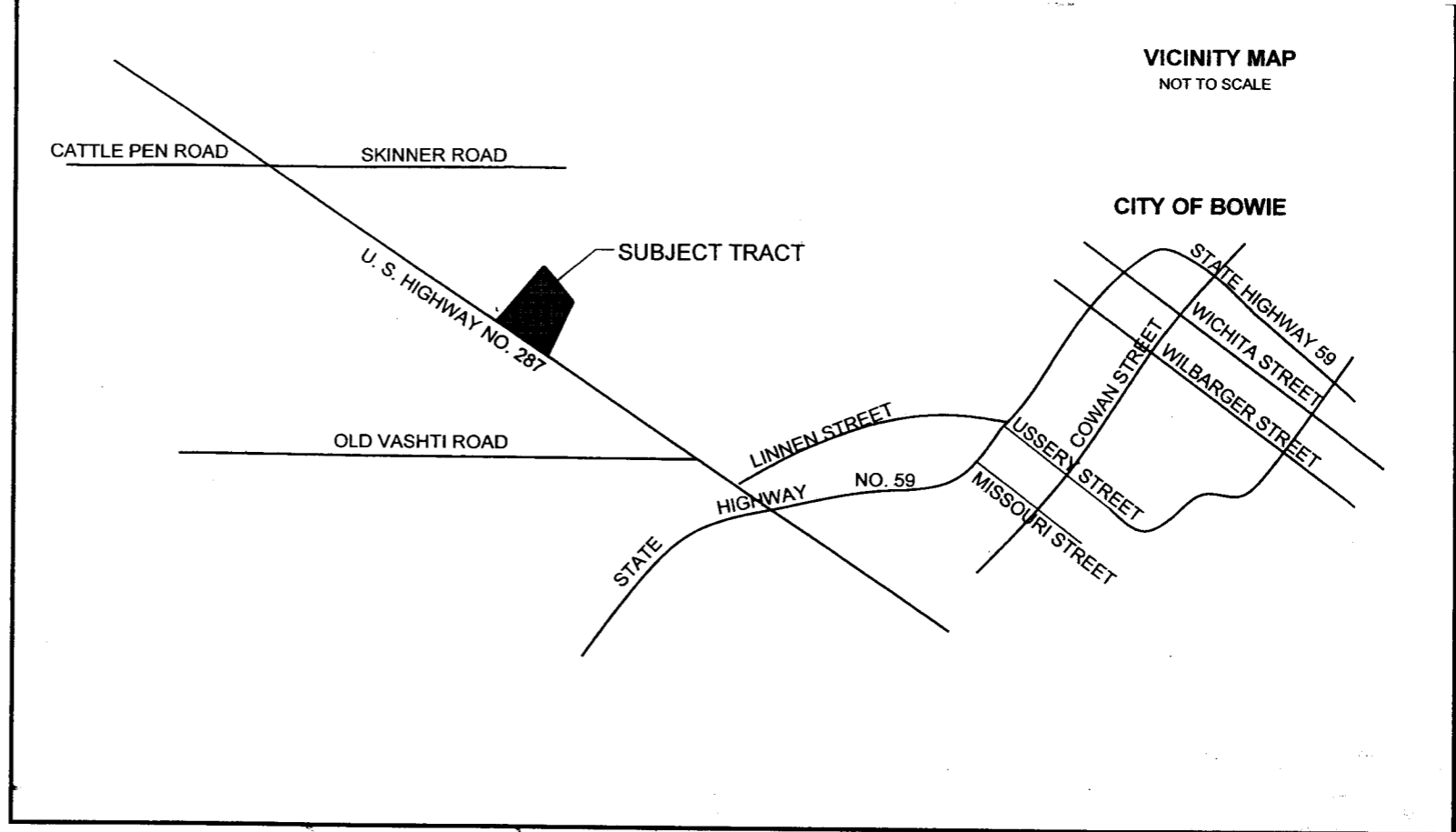


T. E. & L. CO. SURVEY NO. 2858 A-786



T. E

VICINITY MAP
NOT TO SCALE



T. E. & L. CO. SURVEY A-785

STATE OF TEXAS	}	<u>OWNER'S ACKNOWLEDGEMENT</u>
	}	
COUNTY OF MONTAGUE	}	<u>AND DEDICATION</u>

THE COMMISSIONERS COURT OF MONTAGUE COUNTY, TEXAS ON
12-10, 2012

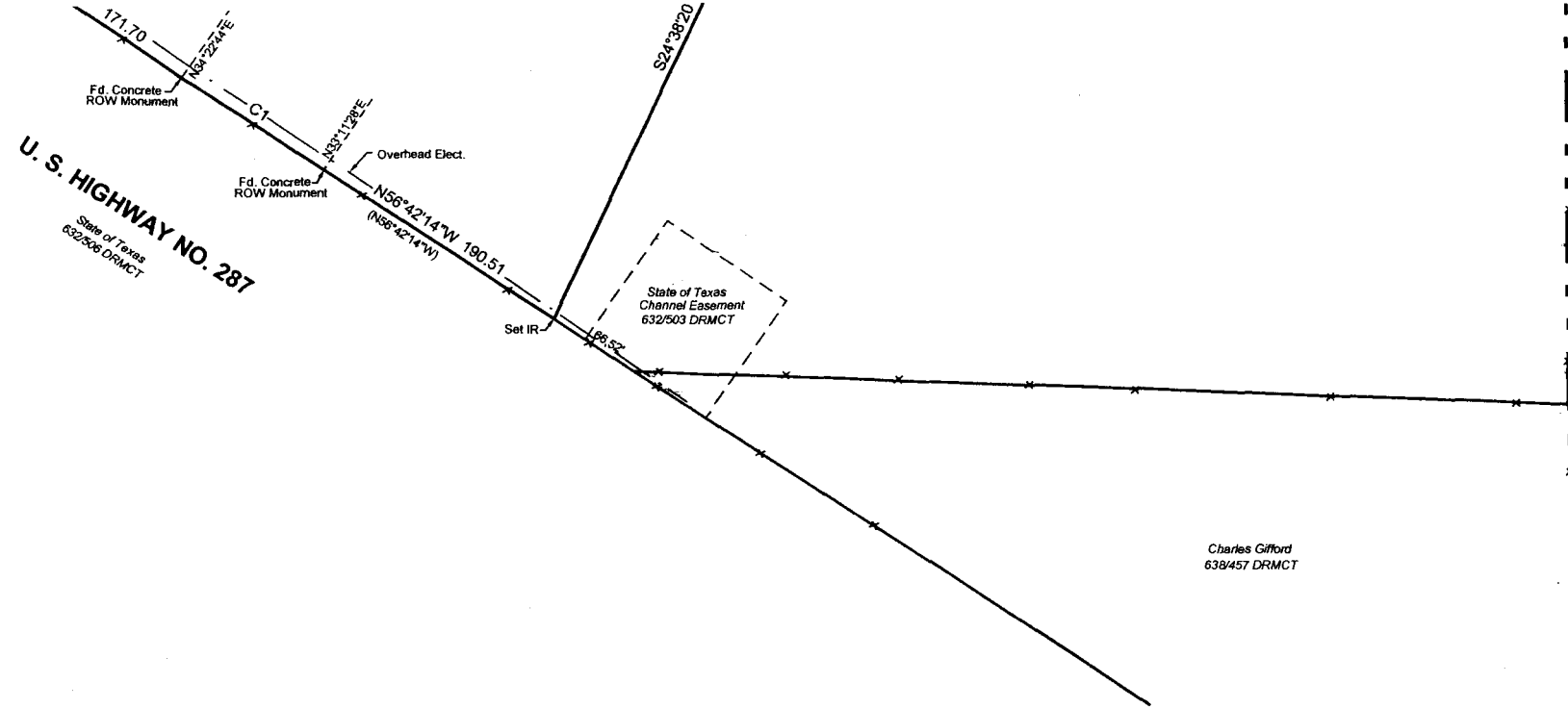
VOTED AFFIRMATIVELY TO ADOPT THIS PLAT AND APPROVE IT
FOR FILING RECORD

BY: _____

I, (we), the undersigned, owner(s) of the land shown on the plat within the area described by metes and bounds as follows:

A 4.92 acre tract of land in the T. E. & L. Co. Survey No. 2858 A-786, Montague County, Texas and being part of a tract of land described as tract seven in deed to Lyete Jackson and Barney Jackson recorded in Volume 401, Page 125, Real Records, Montague County, Texas and being more particularly described as follows:

BEGINNING at an iron rod set in the northeast right of way of U. S. Highway No. 287 from which an iron rod found for the west corner of said Jackson tract seven bears North 55°32'01" WEst 1329.31 feet;



NOTE:

1. Blocking the flow of water or construction improvements in drainage easements, and filling or obstruction of the flood way is prohibited.
2. The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
3. Montague County will not be responsible for the maintenance and operation of said drainage ways for or the control of erosion.
4. Montague County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.

OWNER/DEVELOPER:

Lyete Jackson
 1060 US HWY 287 S Access Rd.
 Bowie, Texas 76230
 (940) 872-0749

CURVE	DELTA	RADI US	ARC LENGTH	CHORD	TANGENT
C1	1° 11' 16"	5679.58	117.74	117.74	58.87

() = Record Call

Bearings based on "WGS84 datum" established by GPS

VOTED AFFIRMATIVELY TO ADOPT THIS PLAT AND APPROVE IT FOR FILING RECORD

BY: _____
 MONTAGUE COUNTY JUDGE
Joe Hermal
 COMMISSIONER, PRECINCT 1
James Samblin
 COMMISSIONER, PRECINCT 2
K. J. [Signature]
 COMMISSIONER, PRECINCT 3
Bob [Signature]
 COMMISSIONER, PRECINCT 4
 ATTEST: *Glenda Henson*
 COUNTY CLERK



STATE OF TEXAS }
 }
 } CERTIFICATE OF SURVEYOR
 }
 COUNTY OF MONTAGUE }

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervisions on the ground.

[Signature]
 Registered Professional Land Surveyor
 Date: 11.23.2012

A 4.92 acre tract of land in the T. E. & L. Co. Survey No. 2858 A-786, Montague County, Texas and being part of a tract of land described as tract seven in deed to Lyete Jackson and Barney Jackson recorded in Volume 401, Page 125, Real Records, Montague County, Texas and being more particularly described as follows:

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THENCE North 39°41'58" East 574.86 feet to an iron rod set for corner;

THENCE South 39°08'02" East 361.62 feet to an iron rod set for corner;

THENCE South 24°38'20" West 472.00 feet to an iron rod set in the northeast right of way of said highway and in the southwest line of said Jackson tract seven;

THENCE North 56°42'14" West with the northeast right of way of said highway 190.51 feet to a concrete right of way monument found for the beginning of a 5679.58 foot radius curve, the center of circle of said curve bears North 33°11'28" East;

THENCE Northwesterly along said curve throught a central angle of 1°11'16" for an arc length of 117.74 feet to a concrete right of way monument found for corner;

THENCE North 55°32'02" WEst with the northeast right of way of said highway 171.70 feet to the POINT OF BEGINNING.

and designated herein as the LOT 1 - PRECINCT SUBDIVISION to Montague County, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, right of way and public places thereon shown for the purpose and consideration therein expressed.

According to the Flood Hazard Boundary Map 48337C0415D provided by the Federal Emergency Management Agency dated August 16, 2011 this area lies in Zone X "Areas determined to be outside the 0.2% annual chance floodplain".

"Construction not completed within two(2) years of the recording date shall be subject to current County standards and regulations. The County may require the subdivision be replatted."

FINAL PLAT		
LOT 1 - PRECINCT SUBDIVISION		
4.92 ACRES IN THE		
T. E. & L. CO. SURVEY NO. 2858 A-786		
SCALE 1" = 100'	WALTERS LAND SURVEYING COMPANY REGISTERED PROFESSIONAL LAND SURVEYORS P. O. BOX 1166 BOWIE, TEXAS	DRAWN BY C. L.
DATE 11-23-2012		JOB NO 0094-01
MONTAGUE COUNTY - TEXAS		
SURVEY DATE 10-29-2012 FB 24		OFFICE PHONE (940) 872-4