

DECEMBER TERM, 2012

COUNTY OF MONTAGUE

CALLED SESSION

**BE IT REMEMBERED, That on this 26th day of Dec., 2012, Commissioners Court of Montague County, Texas met at a called 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 Tabled

#12-438-DISCUSS AND CONSIDER DONATION OF SICK TIME FROM ELIGIBLE COUNTY EMPLOYEES TO TAMMY BROWN

Motion by Commissioner Langford and seconded by Commissioner Lewis to allow eligible County Employees to donate their sick time to District Clerk Deputy Tammy Brown.

All Voted For

Motion Carried

#12-439-DISCUSS AND CONSIDER DONATION OF SICK TIME

Motion by Commissioner Langford and seconded by Commissioner Gamblin to allow each department to allow their employees to donate time to any County employee by submitting form to the County Treasurer stating so.

All Voted For

Motion Carried

#12-440- DISCUSS AND CONSIDER AMENDING BUDGET FOR THE ASSISTANT DISTRICT ATTORNEY SALARY TO INCLUDE STATE LONGEVITY

Motion by Judge Sappington and seconded by Commissioner Kernek to allow the budget amendment for the Assistant District Attorney's salary to include State Longevity

All Voted For

Motion Carried

#12-441-COMMISSIONER JON KERNEK TO PRESENT AN OVERVIEW OF BUDGET AND EQUIPMENT OF PRECINT # 1

Commissioner Kernek gave an overview of the Pct. # 1 budget and equipment.

No Action Taken

#12-442-COMMISSIONER RICK LEWIS TO PRESENT AN OVERVIEW OF BUDGET AND EQUIPMENT OF PRECINCT # 3.

Commissioner Lewis gave an overview of the Pct. # 3 budget and equipment.

No Action Taken

#12-443-DISCUSS AND CONSIDER APPROVING BONDS OF SHERIFF PAUL CUNNINGHAM, JUSTICE OF THE PEACE PCT # 2 KAREN REYNOLDS, COUNTY ATTORNEY CLAY RIDDLE, DISTRICT ATTORNEY PAIGE WILLIAMS, RESERVE DEPUTY SHERIFF KELLY MCNABB, CHIEF DEPUTY SHERIFF J.T. MITCHELL, CONSTABLE PCT # 1 STEFANIE HORTON, CONSTABLE PCT #

**AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 26th DAY OF DEC., 2012.**

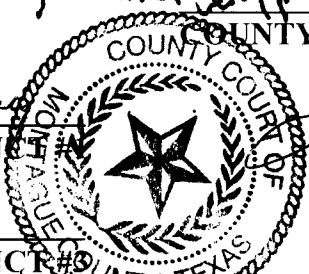
*Tommie Sappington*  
 \_\_\_\_\_  
 COUNTY JUDGE

*Herman Cowan*  
 \_\_\_\_\_  
 COMMISSIONER, PRECINCT #1

*James Gamblin*  
 \_\_\_\_\_  
 COMMISSIONER, PRECINCT #2

*Bob Langford*  
 \_\_\_\_\_  
 COMMISSIONER, PRECINCT #3

*Glenda Henson*  
 \_\_\_\_\_  
 COMMISSIONER, PRECINCT #4



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

DECEMBER TERM, 2012

COUNTY OF MONTAGUE

CALLED SESSION

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

2 RONALD REYNOLDS, COMMISSIONER PCT # 1 HERMAN CONWAY, COMMISSIONER PCT # 3 MARK MURPHEY, AND TAX ASSESSOR-COLLECTOR SYDNEY NOWELL

Motion by Commissioner Kernek and seconded by Commissioner Langford to approve the bonds for the following:

- Sheriff Paul Cunningham
- Justice of Peace Pct. # 2 Karen Reynolds
- County Attorney Clay Riddle
- District Attorney Paige Williams
- Reserve Deputy Sheriff Kelly McNabb
- Chief Deputy Sheriff J.T. Mitchell
- Constable Pct. # 1 Stefanie Horton
- Constable Pct # 2 Ronald Reynolds
- Commissioner Pct. # 1 Herman Conway
- Commissioner Pct. # 3 Mark Murphey
- Tax Assessor Collector Sydney Nowell

All Voted For Motion Carried

#12-444-DISCUSS AND CONSIDER REQUEST OF JRY ENTERPRISE, LLC TO ACCEPT BID FOR LOTS 1554, 1647 & 1648, AND 1177, NOCONA HILLS, MONTAGUE COUNTY

Motion by Commissioner Langford and seconded by Judge Sappington to accept the bid from JRY Enterprise, LLC in the amount of \$300.00 for lots 1554, 1647, 1648, and 1177 in Nocona Hills, giving Judge Sappington authority to sign such documents.

All Voted For Motion Carried

#12-445-DISCUSS AND CONSIDER MOBILE PHONE OF TEXAS INVOICE FOR THE INSTALLATION OF REPEATER


Motion by Commissioner Gamblin and seconded by Commissioner Lewis to approve the invoice from Mobile Phone of Texas in the amount of \$1700.00 for the installation of repeater, to be paid out of contingency.

All Voted For Motion Carried

#12-446-DISCUSS AND CONSIDER REQUEST OF SHERIFF CUNNINGHAM TO APPROVE PURCHASING SOFTWARE AND SERVER FROM PCNET

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

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 26th DAY OF DEC., 2012.


  
*Tommy Sappington*  
 COUNTY JUDGE  


---

*Herman Conway*  
 COMMISSIONER, PRECINCT #1  


---

*Mark Murphey*  
 COMMISSIONER, PRECINCT #3  


---

*James Gamblin*  
 COMMISSIONER, PRECINCT #2  


---

*Bob Langford*  
 COMMISSIONER, PRECINCT #4

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

DECEMBER TERM, 2012

COUNTY OF MONTAGUE

CALLED SESSION

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

All Voted For

Motion Tabled

#12-447-DISCUSS AND CONSIDER REQUEST OF ROCKWATER ENERGY SOLUTIONS TO APPROVE A TEMPORARY ROAD CROSSING AND A TEMPORARY POLY LINE ON CALHOUN ROAD IN PCT. # 1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow Rockwater Energy Solutions to cross Calhoun Road in Pct. # 1 with temporary poly line.

All Voted For

Motion Carried

#12-448-DISCUSS AND CONSIDER REQUEST OF SELECT ENERGY SERVICES TO APPROVE A TEMPORARY ROAD CROSSING AND A TEMPORARY FRAC LINE ON LAKE VALLEY ROAD IN PCT # 1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow Select Energy Services to cross Lake Valley Road in Pct # 1 with temporary frac line.

All Voted For

Motion Carried

#12-449-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC., TO APPROVE A TEMPORARY ROAD CROSSING ON WELL SERVICE ROAD PCT. # 2

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

All Voted For

Motion Carried

#12-450-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC. TO APPROVE A ROAD CROSSING ON RED BIRD LANE, PCT # 2

Motion by Commissioner Gamblin and seconded by Commissioner Lewis to allow EOG to cross Red Bird Lane in Pct. # 2.

All Voted For

Motion Carried

#12-451-DISCUSS AND CONSIDER REQUEST OF EOG RESOURCES INC. TO APPROVE TWO ROAD CROSSINGS ON EAST ALAMO ROAD AND TWO ROAD CROSSINGS ON DRY VALLEY ROAD IN PCT # 1

Motion by Commissioner Kernek and seconded by Commissioner Langford to allow EOG to cross two times on East Alamo Road in Pct # 1.

All Voted For

Motion Carried

Meeting Adjourned.....

AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 26th DAY OF DEC., 2012.


*Tommy Sappington*  
 COUNTY JUDGE

*Herman Comery*  
 COMMISSIONER, PRECINCT #1

*James Gamblin*  
 COMMISSIONER, PRECINCT #2

*Bob Langford*  
 COMMISSIONER, PRECINCT #3

*Glenda Henson*  
 COMMISSIONER, PRECINCT #4



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

DECEMBER TERM, 2012

COUNTY OF MONTAGUE

CALLED 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

#12-432-APPROVAL OF MINUTES

Motion by Commissioner Kernek and seconded by Commissioner Lewis to approve the minutes of Dec. 3<sup>rd</sup> and Dec. 10<sup>th</sup>, 2012

All Voted For

Motion Carried

#12-433-MONTHLY REPORTS

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

All Voted For

Motion Tabled

#12-434-PAY CLAIMS

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

All Voted For

Motion Carried

#12-435-PUBLIC HEARING TO VACATE RAMSEY ROAD IN PCT. # 4

No one to speak at the public hearing for vacating Ramsey Road in Pct. # 4. Motion by Commissioner Langford and seconded by Commissioner Kernek to allow the County to vacate Ramsey Road in Pct. # 4.

Commissioner Langford  
Commissioner Kernek  
Commissioner Lewis  
Commissioner Sappington  
All Voted For

Motion Carried

#12-436-DISCUSS AND CONSIDER APPROVING BLOCK TIME AGREEMENT FOR MONTAGUE COUNTY WITH NET ESSENTIALS, INC.

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

All Voted For

Motion Carried

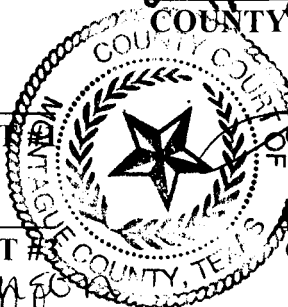
#12-437-DISCUSS AND CONSIDER APPROVING NETCARE HEALTH MONITORING AND REMEDIATION SERVICES FOR MONTAGUE COUNTY WITH NET ESSENTIALS, INC.

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

**AND IT IS SO ORDERED. WITNESS OUR HANDS, THIS THE 26th DAY OF DEC., 2012.**

*Tommie Sappington*  
\_\_\_\_\_  
COUNTY JUDGE

*Herman Conway*  
\_\_\_\_\_  
COMMISSIONER, PRECINCT #1



*Mark Mayberry*  
\_\_\_\_\_  
COMMISSIONER, PRECINCT #3

*Glenda Henson*  
\_\_\_\_\_  
COMMISSIONER, PRECINCT #4

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

2013 JAN -1 AM 9:35

MONTAGUE CNTY. CLERK  
MONTAGUE, TX

**STATEMENT OF ELECTED/~~APPOINTED~~ OFFICER**

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Ronnie Reynolds**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

1-1-13

Date

Ronnie Reynolds

Officer's Signature

**Montague County Constable Pct. # 2, Montague County, Texas**

*fax filed w/SOS, 1-2-13, 10:31 a.m*

In the name and by the authority of

# The State of Texas

2013 JAN -1 AM 9:46  
MONTAGUE CRIM. CLERK  
MONTAGUE, TX

## OATH OF OFFICE

I, Ronnie Reynolds, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague County Constable, Pct. # 2, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

*Ronnie Reynolds*  
\_\_\_\_\_  
Affiant

SWORN TO and subscribed before me by affiant on this 1<sup>st</sup> of January 2013.

*Tommie Sappington*  
\_\_\_\_\_  
Signature of Person Administering Oath

Tommie Sappington  
Montague County Judge

(Seal)





RLI Insurance Company VOL 14  
 P.O. Box 3967 Peoria IL 61612-3967  
 Phone: (309)692-1000 Fax: (309)683-1610

**Official Bond And Oath**

**Bond No. LSM0476382**

FILED FOR RECORD  
 Filed 12/13/12 at 9:43 a.m.  
 County Clerk  
 Montague, Texas

**KNOW ALL MEN BY THESE PRESENTS:**

That we, Ronald Reynolds, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Montague County Constable Precinct 1 in the penal sum of One Thousand Five Hundred and 00/100 DOLLARS (\$ 1,500.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 14th day of December, 2012.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly  elected  appointed to the office of Constable, State of Texas, for the term commencing on the 1st day of January, 2013.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.



Ronald Reynolds  
*[Signature]*  
 Principal

**RLI Insurance Company**  
*[Signature]*  
 Roy C. Die Vice President

Countersigned  
 \_\_\_\_\_

**OATH OF OFFICE  
 (COUNTY COMMISSIONERS and COUNTY JUDGE)**

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

\_\_\_\_\_  
 Principal

Sworn to and subscribed before me, at, \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL

\_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_ County, Texas

**OATH OF OFFICE  
 (GENERAL)**

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
 Principal

Sworn to and subscribed before me, at, \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL

\_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_ County, Texas

ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois  
County of Peoria } ss

On this 14th day of December, 2012, before me, the undersigned officer, personally appeared Roy C. Die  
who acknowledged himself to be the aforesaid Vice President of the RLI Insurance Company,  
a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by  
signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jacqueline M. Bockler Peoria  
Notary Public County  
Jacqueline M. Bockler







RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0476382

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Roy C. Die in the City of Peoria, State of Illinois, as Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Ronald Reynolds  
Obligee: Montague County Constable Precinct 1  
Type Bond: Constable  
Bond Amount: \$ 1,500.00  
Effective Date: January 1, 2013

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 14th day of December, 2012.

ATTEST:

Cynthia S. Dohm  
Cynthia S. Dohm Assistant Secretary



Roy C. Die  
RLI Insurance Company  
Roy C. Die Vice President

On this 14th day of December, 2012 before me, a Notary Public, personally appeared Roy C. Die and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



Form #2201 Rev. 10/2011

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



**STATEMENT OF OFFICER**

**Statement**

I, Ronald Reynolds, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: Constable

City and/or County: Montague County

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

Revised 10/2011

2013 JAN -1 AM 9:35

MONTAGUE CITY CLERK  
MONTAGUE, TX

# STATEMENT OF ELECTED/~~APPOINTED~~ OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Stefanie Horton**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

1-1-13  
Date

Stefanie Horton  
Officer's Signature

**Montague County Constable Pct. # 1, Montague County, Texas**

*fax filed w/SOS, 1-2-13, 10:31 a.m*

# The State of Texas

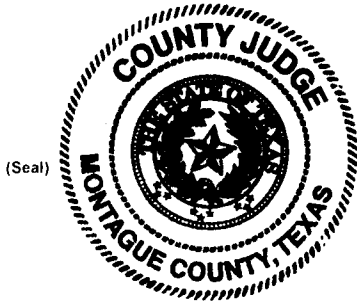
2013 JAN -1 AM 9:12  
MONTAGUE CNTY. CLERK  
MONTAGUE, TX

## OATH OF OFFICE

I, Stefanie Horton, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague County Constable Pct. # 1, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Stefanie Horton  
Affiant

SWORN TO and subscribed before me by affiant on this 1<sup>st</sup> of January 2013.



Tommie Sappington  
Signature of Person Administering Oath

Tommie Sappington  
Montague County Judge



OFFICIAL BOND AND OATH  
STATE FARM FIRE AND CASUALTY COMPANY  
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, STEFANIE HORTON of \_\_\_\_\_  
*Principal*

ATTN: RICK PERRY, MONTAGUE COUNTY AUDITOR, PO BOX 12428, AUSTIN TX 78711  
*Street Address City State zip*

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto MONTAGUE COUNTY PRECINCT 1

in the penal sum of ONE THOUSAND FIVE HUNDRED AND NO/100 Dollars

(\$ 1,500.00), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this 24TH day of DECEMBER, 2012.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of CONSTABLE

\_\_\_\_\_ for a term of FOUR YEARS  
\_\_\_\_\_ beginning on JANUARY 1, 2013 and  
ending on DECEMBER 31, 2016.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

X Stefanie Horton  
*Principal*

STATE FARM FIRE AND CASUALTY COMPANY  
By: Virginia Brant  
*Attorney-in-fact*



The within bond and the Surety thereon are hereby approved this 26th day of Dec., 2012.

OATH OF OFFICE

VOL 9 PAGE 10

STATE OF \_\_\_\_\_

SS

VOL 14 PAGE 719

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being  
*Principal (print name)*

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the  
duties of the office/position to which he/she has been appointed while he/she shall hold said office.

\_\_\_\_\_  
*Signature of Principal*

Sworn to by said \_\_\_\_\_  
*Principal (print name)*

before me, and subscribed in my presence this

\_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Notary Seal

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*Commission Date*

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Jennifer Bless, Eugina Brant, Amanda J. Clifton, Ceola Campbell, Pamela Chancellor, Julie Fehrman, Mark Fink, Julie Freed, Matthew J. Gibbons, John R. Horton, Cynthia Johnson, Susan K. Johnson, Connie S. Knox, Christine Macdonnell, Lori McDowell, Melissa L. Morris, Mary Ann Nix, Vicki Redman, Leann Rees, Suzanne M. Robertson, Alice Schuler, Karen Sparks, Mary A. Spotts, Steven M. Straub, Heidi Stevens, Perry Tracy, Karen Weber, Jennifer Wyant, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 8th day of June, 2009, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 8th day of June, 2009.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2013, UNLESS SOONER REVOKED AS PROVIDED.

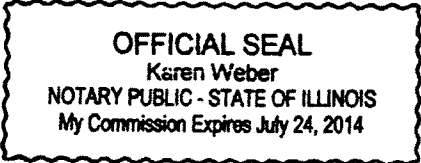


STATE FARM FIRE AND CASUALTY COMPANY

By: Bradley M. Weaver  
Assistant Secretary Treasurer

STATE OF ILLINOIS  
COUNTY OF McLEAN

On this 8th day of June 2009, before me personally came Bradley M. Weaver to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Karen Weber  
Notary Public  
My commission expires July 24, 2014

CERTIFICATE

I, the undersigned Officer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 24TH day of DECEMBER, 2012.



Susan K. Johnson  
Assistant Secretary Treasurer

2013 JAN -1 AM 9:34

MONTAGUE COUNTY CLERK  
MONTAGUE, TX

**STATEMENT OF ELECTED/~~APPOINTED~~ OFFICER**

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Mark Murphey**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

1-1-13

Date



Officer's Signature

**Montague County Commissioner Pct. # 3, Montague County, Texas**

*fax filed w/SOS, 1-2-13, 10:31 a.m.*



In the name and by the authority of

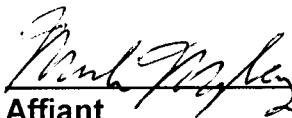
# The State of Texas

2013 JAN -1 AM 9:42

MONTAGUE CNTY. CLERK  
MONTAGUE, TX

## OATH OF OFFICE

I, Mark Murphey, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague County Commissioner Pct. # 3, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

  
Affiant

SWORN TO and subscribed before me by affiant on this 1<sup>st</sup> of January 2013.

(Seal)



  
Signature of Person Administering Oath

Tommie Sappington  
Montague County Judge

Glenda Henson Clerk  
County Court, Montague Texas

Texas



VOL 14 PAGE 723

# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Montague/Precinct 3 } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61547837

That we, Mark Murphey, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto County Treasurer, his successors in office, in the sum of Three Thousand and 00/100 DOLLARS (\$3,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 17th day of December, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 7th day of November, 2012, duly Elected (Elected—Appointed) to the office of County Commissioner in and for Montague/Precinct 3 County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2013.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup>

faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Mark Murphey Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

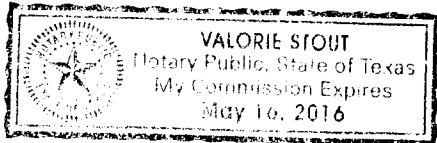
VOL 14 PAGE 724

County of Montague }<sup>ss</sup>

Before me, Valorie Stout on this day, personally appeared Mark Murphy, 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.

Given under my hand and seal of office at Montague, Texas, this 1st day of January, 2013.

SEAL



Valorie Stout  
Montague County, Texas

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

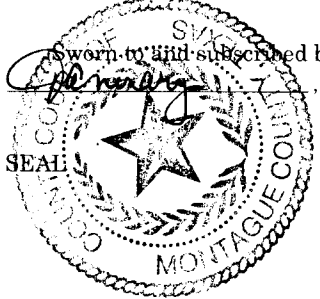
I, Mark Murphy, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Montague Co. Commissioner Pct # 3, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed Mark Murphy

Sworn to and subscribed before me at Montague, Texas, this 1st day of January, 2013.

Montague Co. Clerk  
Dorinda Benson County, Texas

SEAL



OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of Montague } ss

The foregoing bond of Mark Murphy as  
Co. Commissioner #3 in and for Montague County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:

Date 12-26, 2012

Brenda Henson

Clerk

[Signature]  
Montague

County Judge,

County Court

Montague

County

Montague

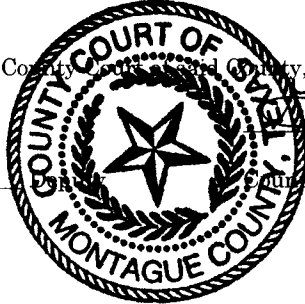
County, Texas

THE STATE OF TEXAS }  
County of Montague } ss

I, Brenda Henson, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 1st day of Jan, 2013, with its certificates of  
authentication, was filed for record in my office the 1st day of Jan, 2013, at  
9:42 o'clock A. M., and duly recorded the 3rd day of Jan, 2013, at  
9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume 9, on page  
12.

WITNESS my hand and the seal of the County Court of said County, at office in Montague,  
Texas, the day and year last above written.

Lym Jones

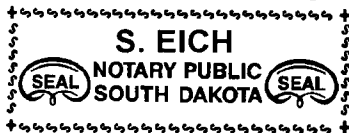


Brenda Henson  
Clerk  
Montague  
County Court Montague County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 17th day of December,  
2012, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich

Notary Public

My Commission Expires February 12, 2015

2013 JAN -1 AM 9:34

MONTAGUE CITY, CLERK  
MONTAGUE, TX

**STATEMENT OF ELECTED/~~APPOINTED~~ OFFICER**

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Herman Conway**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

1-1-13

Date

Herman Conway

Officer's Signature

**Montague County Commissioner Pct. # 1, Montague County, Texas**

*fax filed w/SOS, 1-2-13, 10:31 a.m.*

In the name and by the authority of

# The State of Texas

2013 JAN -1 AM 9:42

MONTAGUE COUNTY CLERK  
MONTAGUE, TX

## OATH OF OFFICE

I, Herman Conway, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague County Commissioner Pct. # 1, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

*Herman Conway*  
\_\_\_\_\_  
Affiant

SWORN TO and subscribed before me by affiant on this 1<sup>st</sup> of January 2013.

*Tommie Sappington*

\_\_\_\_\_  
Signature of Person Administering Oath

Tommie Sappington  
Montague County Judge

(Seal)





RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

# Official Bond And Oath

Bond No. LSM0476378

FILED FOR RECORD  
at 9:15 a.m. on  
13 1st day of  
Glenda Henson Clerk  
County Court, Montague, Texas

### KNOW ALL MEN BY THESE PRESENTS:

That we, Herman Conway, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the Montague County Treasurer in the penal sum of Three Thousand and 00/100 DOLLARS (\$ 3,000.00), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

Signed this 14th day of December, 2012.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly  elected  appointed to the office of County Commissioner, State of Texas, for the term commencing on the 1st day of January, 2013.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.



Herman Conway  
Herman Conway  
Principal

RLI Insurance Company  
Roy C. Die  
Vice President

Countersigned

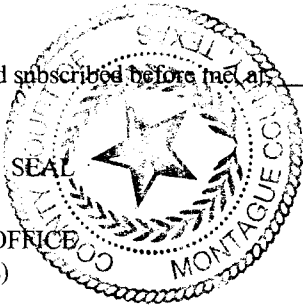
### OATH OF OFFICE (COUNTY COMMISSIONERS and COUNTY JUDGE)

I, Herman Conway do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague Co. Commissioner Pet #1 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrant as may issue to me as fees of office. So help me God.

Herman Conway  
Principal

Sworn to and subscribed before me, at Montague Texas, this 1st day of January, 2013

Glenda Henson, Co Clerk  
Notary Public  
Montague County, Texas



### OATH OF OFFICE (GENERAL)

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of \_\_\_\_\_ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
Principal

Sworn to and subscribed before me, at, \_\_\_\_\_ Texas, this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Texas

SEAL

ACKNOWLEDGEMENT OF SURETY

THE STATE OF Illinois  
County of Peoria } ss

On this 14th day of December, 2012, before me, the undersigned officer, personally appeared Roy C. Die who acknowledged himself to be the aforesaid Vice President of the RLI Insurance Company a corporation, and he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jacqueline M. Bockler  
Notary Public  
Jacqueline M. Bockler  
Peoria  
County







RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: (309)692-1000 Fax: (309)683-1610

# POWER OF ATTORNEY

## RLI Insurance Company

Bond No. LSM0476378

**Know All Men by These Presents:**

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Roy C. Die in the City of Peoria, State of Illinois, as Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Five Million and 00/100 Dollars (\$ 5,000,000.00) for any single obligation, and specifically for the following described bond.

**Principal:** Herman Conway  
**Obligee:** Montague County Treasurer  
**Type Bond:** County Commissioner  
**Bond Amount:** \$ 3,000.00  
**Effective Date:** January 1, 2013

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 14th day of December, 2012.

ATTEST:  
Cynthia S. Dohm  
Cynthia S. Dohm Assistant Secretary



Roy C. Die  
RLI Insurance Company  
Roy C. Die Vice President

On this 14th day of December, 2012 before me, a Notary Public, personally appeared Roy C. Die and Cynthia S. Dohm, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



Form #2201 Rev. 10/2011

This space reserved for office use

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
512-463-5569 - Fax  
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, Herman Conway, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Position to Which Elected/Appointed: County Commissioner

City and/or County: Montague County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

Revised 10/2011

2013 JAN -1 AM 9:33

MONTAGUE CRT. CLERK  
MONTAGUE, TX

**STATEMENT OF ELECTED/APPOINTED OFFICER**

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Paul Cunningham**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

1-1-13

Date



Officer's Signature

**Montague County Sheriff, Montague County, Texas**

*fax filed w/SOS, 1-2-13, 10:31 a.m.*

In the name and by the authority of

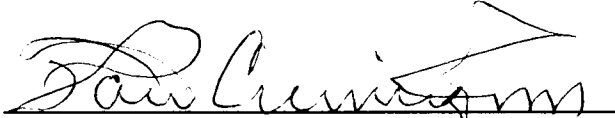
# The State of Texas

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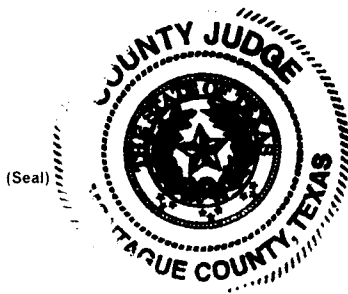
MONTAGUE COUNTY CLERK  
MONTAGUE, TX

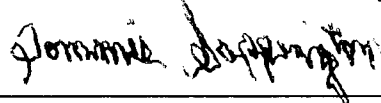
## OATH OF OFFICE

I, Paul Cunningham, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague County Sheriff, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

  
\_\_\_\_\_  
Affiant

SWORN TO and subscribed before me by affiant on this 1<sup>st</sup> of January 2013.





\_\_\_\_\_  
Signature of Person Administering Oath

Tommie Sappington  
Montague County Judge

Texas



# Western Surety Company

FILED FOR RECORD  
20 13 1st Day of July  
at 2:42 o'clock P.M.  
Glenda Henson Clerk  
County Court, Montague, Texas

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Montague } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15231577

That we, Paul Cunningham, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Montague, his successors in office, in the sum of Five Thousand and 00/100 DOLLARS ( \$5,000.00 ), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 20th day of August, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly elected to the office of Sheriff in and for Montague County, State of Texas, for a term of 4 years commencing on the 1st day of January, 2013.

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties he collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to him, and pay to the person to whom they are due or to the person's attorney the funds collected in virtue of the process or precept; and pay to the county any funds legally paid, voluntarily or otherwise, to him from county funds. then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

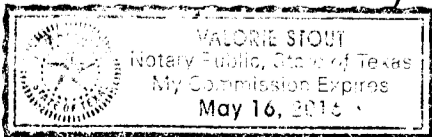
Paul Cunningham x  
Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Montague } ss

Before me, Valerie Stout on this day, personally appeared Paul Cunningham, 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.

Given under my hand and seal of office at Montague, Texas, this 1st day of January, 2013.



Valerie Stout  
Montague County, Texas

SEAL

(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE (General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

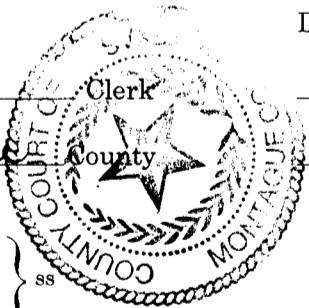
THE STATE OF TEXAS }  
County of Montague } ss

The foregoing bond of Sheriff Paul Cunningham as Sheriff in and for Montague County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Date 12-26, 2012

Arinda Benson \_\_\_\_\_ County Judge,  
County Court Montague \_\_\_\_\_ County, Texas

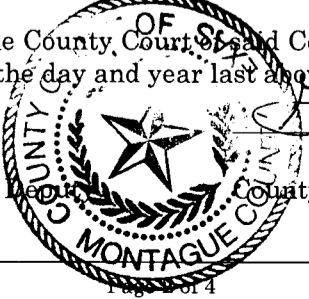


THE STATE OF TEXAS }  
County of Montague } ss

I, Arinda Benson, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 1st day of Jan, 2013, with its certificates of authentication, was filed for record in my office the 1st day of Jan, 2013, at 9:42 o'clock A. M., and duly recorded the 3rd day of Jan, 2013, at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume 9, on page 23.

WITNESS my hand and the seal of the County Court of said County, at office in Montague, Texas, the day and year last above written.

By Kym Jones \_\_\_\_\_ Clerk  
County Court Montague \_\_\_\_\_ County



## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.-10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.

4. Conditions.

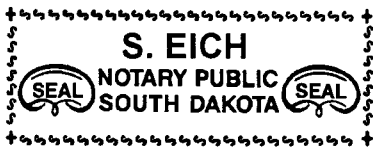
ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 20th \_\_\_\_\_ day of

\_\_\_\_\_ August \_\_\_\_\_, 2012, personally appeared \_\_\_\_\_ Paul T. Bruflat \_\_\_\_\_

to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



*S. Eich*

Notary Public

My Commission Expires February 12, 2015


 <b>Western Surety Company</b>	<b>OFFICIAL BOND AND OATH</b>	On Behalf of _____	Principal _____	Official Title _____	Filed the _____ day of _____,	at _____ o'clock _____ M.	Clerk _____	County Court _____ County, Texas
		_____	_____	_____	_____	_____	_____	_____



Figure: 28 TAC §1.601(a)(3)

VOL 14 PAGE 738

**1 IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

2013 JAN -1 AM 9:36

MONTAGUE CNTY. CLERK  
MONTAGUE, TX

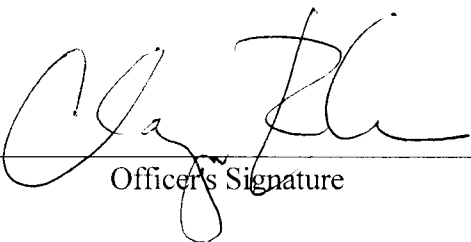
# STATEMENT OF ELECTED/~~APPOINTED~~ OFFICER

*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Clay Riddle**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

1-1-13  
Date

  
\_\_\_\_\_  
Officer's Signature

**Montague County Attorney, Montague County, Texas**

*fax filed w/SOS, 1-2-13, 10:31 a.m.*

In the name and by the authority of

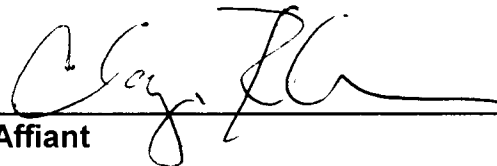
# The State of Texas

2013 JAN -1 AM 9:10

MONTAGUE CITY CLERK  
MONTAGUE, TX

## OATH OF OFFICE

I, Clay Riddle, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague County Attorney, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

  
\_\_\_\_\_  
Affiant

SWORN TO and subscribed before me by affiant on this 1<sup>st</sup> of January 2013.

\_\_\_\_\_  
Signature of Person Administering Oath

Jack McGaughey  
Montague County District Judge

(Seal)

FILED FOR RECORD  
Filed 1st Day of Jan  
20 13, at 9:43 o'clock am  
Glenda Henson Clerk  
County Court, Montague, Tex

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Montague } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 61551641

That we, Claburn V. Riddle, II, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto 1Governor of Texas, his successors in office, in the sum of 2Two Thousand Five Hundred and 00/100 DOLLARS (\$2,500.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 21st day of December, 2012.

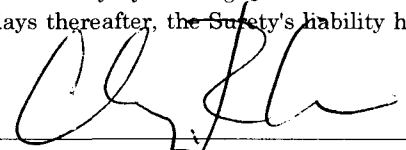
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 6th day of November, 2012, duly Elected (Elected—Appointed) to the office of County Attorney in and for 3Montague County, State of Texas, for a term of 4 year s commencing on the 1st day of January, 2013.

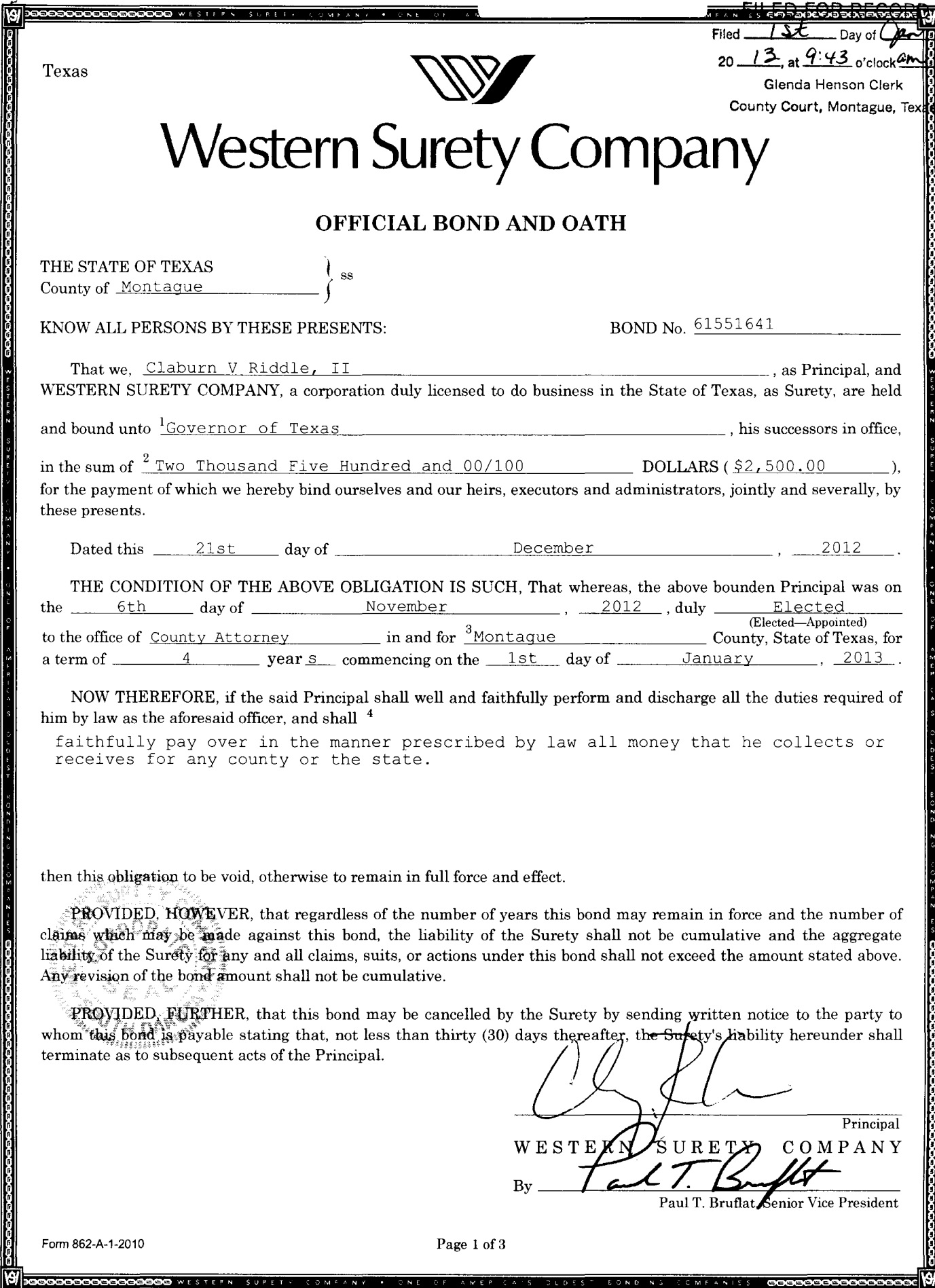
NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

  
Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Montague }<sup>ss</sup>

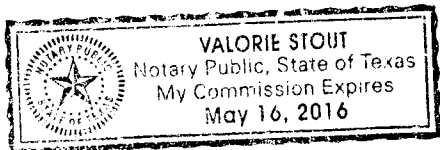
VOL 14 PAGE 742

Before me, Valorie Stout on this day, personally appeared Clayton V. Riddle, II, 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.

Given under my hand and seal of office at Montague, Texas, this 15<sup>th</sup> day of January, 2013.

Valorie Stout  
Montague County, Texas

SEAL



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_

SEAL

\_\_\_\_\_ County, Texas

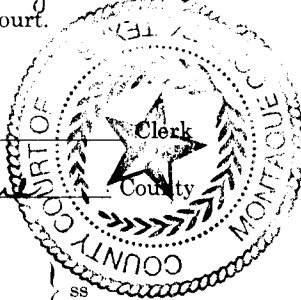
THE STATE OF TEXAS  
County of Montague } ss

The foregoing bond of Claburn V. Riddle II as  
County Attorney and for Montague County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:

Glenda Henson

County Court Montague



Date Dec 26, 2012

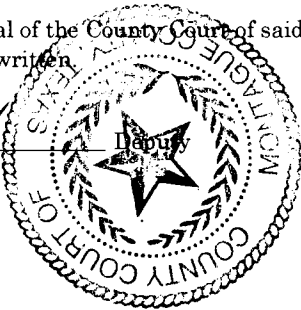
Thomas J. [unclear] County Judge,  
Montague County, Texas

THE STATE OF TEXAS  
County of Montague } ss

I, Glenda Henson, County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 1st day of Jan, 2013, with its certificates of  
authentication, was filed for record in my office the 1st day of Jan, 2013, at  
9:43 o'clock A. M., and duly recorded the 3rd day of Jan, 2013, at  
9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume 9, on page  
30.

WITNESS my hand and the seal of the County Court of said County, at office in Montague,  
Texas, the day and year last above written.

By [Signature]

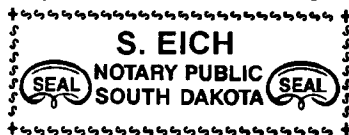


Glenda Henson Clerk  
County Court Montague County

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 21st day of December,  
2012, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



S. Eich  
Notary Public

My Commission Expires February 12, 2015

2013 JAN -1 AM 9: 34

MONTAGUE CITY CLERK  
MONTAGUE, TX

# STATEMENT OF ELECTED/~~APPOINTED~~ OFFICER

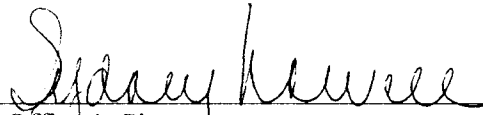
*(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)*

I, **Sydney Nowell**, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

***UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.***

1-1-13

Date

  
Officer's Signature

**Montague County Tax/Assr/Collector, Montague County, Texas**

*for filed w/SQS, 1-2-13, 10:31 a.m.*

In the name and by the authority of

# The State of Texas

2013 JAN -1 AM 9:42  
MONTAGUE COUNTY CLERK  
MONTAGUE, TX

## OATH OF OFFICE

I, Sydney Nowell, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Montague County Tax/Assessor/Collector, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Sydney Nowell  
Affiant

SWORN TO and subscribed before me by affiant on this 1<sup>st</sup> of January 2013.



(Seal)

Tommie Sappington  
Signature of Person Administering Oath

Tommie Sappington  
Montague County Judge



FILED FOR RECORD  
20 13 1st Day of  
at 9:42 o'clock A.M.  
Glenda Henson Clerk  
County Court, Montague, Texas

Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Montague } ss

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 69434361

That we, Sydney Nowell, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Montague County Commissioners Court, his successors in office, in the sum of One Hundred Thousand and 00/100 DOLLARS (\$100,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 17th day of August, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed to the office of Tax Assessor/Collector in and for Montague County, State of Texas, for a term of 1 year commencing on the 1st day of January, 2013.

NOW, THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithful performance of the person's duties as assessor - collector



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Sydney Nowell Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

### ACKNOWLEDGMENT OF PRINCIPAL

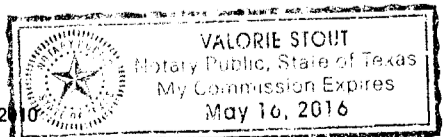
THE STATE OF TEXAS }  
County of Montague } ss

Before me, Valerie Stout on this day, personally appeared Sydney Nowell, 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.

Given under my hand and seal of office at Montague, Texas, this 1st day of January.

Valerie Stout  
Montague County, Texas

SEAL



Clerk OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_.

SEAL

\_\_\_\_\_ County, Texas

THE STATE OF TEXAS

County of Montague } ss

The foregoing bond of Sydney Howell as Co. Sec/Ass/Collector in and for Montague County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Henda Benson

County Court Montague



Date 12-26, 2012

Josanna [Signature] County Judge,

Montague County, Texas

THE STATE OF TEXAS

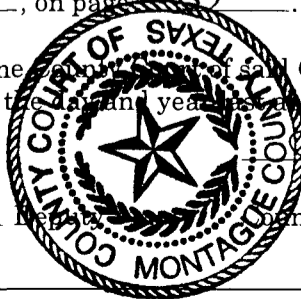
County of Montague } ss

I, Henda Benson, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 1st day of Jan, 2013, with its certificates of authentication, was filed for record in my office the 1st day of Jan, 2013, at 9:42 o'clock AM, and duly recorded the 3rd day of Jan, 2013, at 9:00 o'clock A M., in the Records of Official Bonds of said County in Volume 9, on page 25.

WITNESS my hand and the seal of the County of Montague, Texas, this 1st day of Jan, 2013.

Henda Benson Clerk

By [Signature] County Court Montague County



## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000.- 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given -- \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given -- \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given -- \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given -- \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given -- \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court -- \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given -- \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum -- \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 17th \_\_\_\_\_ day of

\_\_\_\_\_ August \_\_\_\_\_, 2012, personally appeared \_\_\_\_\_ Paul T. Bruflat \_\_\_\_\_


to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



*S. Eich*

Notary Public

My Commission Expires February 12, 2015

 <b>Western Surety Company</b>	<b>OFFICIAL BOND AND OATH</b>	On Behalf of _____	Principal _____	Official Title _____	Filed the _____ day of _____,	at _____ o'clock _____ M.	_____ Clerk	County Court _____ County, Texas
		_____	_____	_____	_____	_____	_____	_____

Texas



# Western Surety Company

2013 JAN -2 AM 10:40  
MONTAGUE COUNTY CLERK  
MONTAGUE, TX

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Montague } ss

VOL 14 PAGE 750

KNOW ALL PERSONS BY THESE PRESENTS: BOND No. 15307671

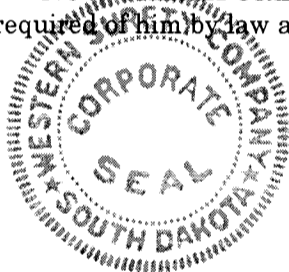
That we, Karen Reynolds, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto <sup>1</sup> Montague County Judge, his successors in office, in the sum of <sup>2</sup> Five Thousand and 00/100 DOLLARS ( \$5,000.00 ), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 20th day of August, 2012.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed to the office of Justice of The Peace in and for <sup>3</sup> Montague County, State of Texas, for a term of one year commencing on the 31st day of December, 2012.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup>

faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into her hands during the term of office.



then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

K Reynolds Principal  
WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

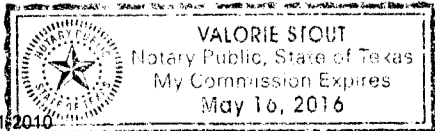
### ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }  
County of Montague } ss

Before me, Valorie Stout on this day, personally appeared Karen Reynolds, 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.

Given under my hand and seal of office at Montague, Texas, this 1st day of January, 2013.

Valorie Stout  
Montague County, Texas



SEAL

Form 862-A-1-2010

OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS  
County of Montague } ss

The foregoing bond of Karen Reynolds as Act #2 in and for Montague County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Glenda Henson

County Court Montague

Date Dec 26, 2012

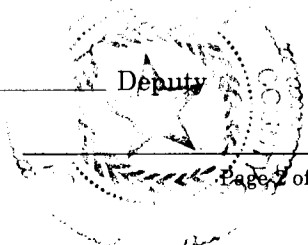
Montague County Judge,  
Montague County, Texas

THE STATE OF TEXAS  
County of Montague } ss

I, Glenda Henson, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 2nd day of Jan, 2013, with its certificates of authentication, was filed for record in my office the 2nd day of Jan, 2013, at 10:48 o'clock A. M., and duly recorded the 3rd day of Jan, 2013, at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume 9, on page 41.

WITNESS my hand and the seal of the County Court of said County, at office in Montague, Texas, the day and year last above written.

By Lynn Jones Deputy County Court Montague County  
Glenda Henson Clerk



## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this \_\_\_\_\_ 20th \_\_\_\_\_ day of

August \_\_\_\_\_, 2012, personally appeared Paul T. Bruflat  
to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY,  
Surety, to the foregoing instrument as the aforesaid officer and acknowledged to me that he executed the  
same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation  
for the uses and purposes therein set forth.



S. Eich  
Notary Public

My Commission Expires February 12, 2015


 <b>Western Surety Company</b>	<b>OFFICIAL BOND AND OATH</b>		Principal	Official Title	_____, Texas	Filed the _____ day of _____,	at _____ o'clock _____ M.	Clerk _____	County Court _____ County, Texas
	On Behalf of		_____	_____	_____	_____	_____	_____	_____



Figure: 28 TAC §1.601(a)(3)

### 1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



# Western Surety Company

2013 JAN -2 AM 10:40  
MONTAGUE COUNTY  
MONTAGUE, TX

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 15235357 briefly described as CHIEF DEPUTY SHERIFF MONTAGUE COUNTY

\_\_\_\_\_

for J T MITCHELL

\_\_\_\_\_, as Principal,

in the sum of \$ FIVE THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2013, and ending January 01, 2017, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 17 day of August, 2012.



WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Senior Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One CHIEF DEPUTY SHERIFF MONTAGUE COUNTY

bond with bond number 15235357

for J T MITCHELL

as Principal in the penalty amount not to exceed: \$5,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 17 day of August, 2012.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } SS

On this 17 day of August, 2012, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

D. KRELL  
NOTARY PUBLIC  
SOUTH DAKOTA

D. Krell

Notary Public

My Commission Expires November 30, 2012





# Western Surety Company

2015 JAN -2 PM 10:40  
MONTAGUE COUNTY CLERK  
MONTAGUE, TX

## CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 15235473 briefly described as RESERVE DEPUTY SHERIFF MONTAGUE COUNTY SHERIFF

\_\_\_\_\_ ,

for KELLY MCNABB

\_\_\_\_\_ , as Principal,

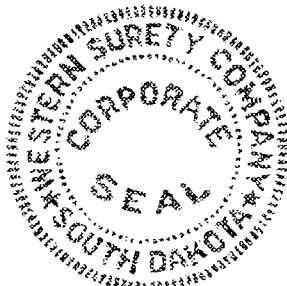
in the sum of \$ TWO THOUSAND AND NO/100 Dollars, for the term beginning January 01 , 2013 , and ending January 01 , 2017 , subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 17 day of August , 2012 .

WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



**THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.**

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Senior Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One RESERVE DEPUTY SHERIFF MONTAGUE COUNTY SHERIFF

bond with bond number 15235473

for KELLY MCNABB

as Principal in the penalty amount not to exceed: \$2,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 17 day of August, 2012.

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } SS

On this 17 day of August, 2012, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

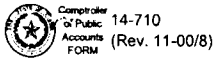
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

D. KRELL  
NOTARY PUBLIC  
SOUTH DAKOTA

D. Krell  
Notary Public

My Commission Expires November 30, 2012





**BOND OF TAX ASSESSOR AND COLLECTOR**  
(Required by TEX. TAX CODE ANN. sec. 6.28)

Glenda Henson Clerk  
County Court, Montague, Texas

STATE OF TEXAS

VOL 14 PAGE 759

Bond number 69434355

COUNTY Montague

PRINCIPAL: Sydney Nowell, Social Security number 569-92-1052,  
Assessor and Collector of Taxes for the County of Montague  
 elected  appointed on \_\_\_\_\_, \_\_\_\_\_, for the full term of office beginning  
January 1, 2013

Federal Employers Identification number

SURETY: WESTERN SURETY COMPANY 46-0204900

authorized and qualified to do business as a surety company in the State of Texas.

Surety's mailing address: 101 South Phillips Avenue  
Sioux Falls, South Dakota 57104-6703

AMOUNT OF BOND: One Hundred Thousand and 00/100 dollars ( \$100,000.00 )

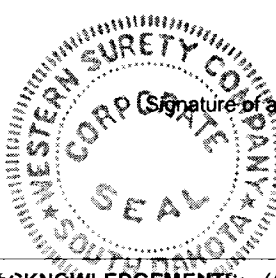
CONDITIONS: We, the Principal and Surety shown above, and our heirs, executors, successors and assigns, jointly and severally, are responsible to the Governor of the State of Texas, and successors in office, for the amount of this bond payable at the Comptroller of Public Accounts in the City of Austin.

If the Principal performs all the duties of the office of Tax Assessor and Collector and honestly accounts for all money that comes into the office during the Principal's full term of office, then this obligation shall be null and void. Otherwise, the obligation shall remain in full force for the full term.

An additional bond may be demanded if the Comptroller of Public Accounts determines that the amount of this bond is insufficient. The demand for additional bond shall not affect the validity of this or any other bond given by the Principal.

This bond shall be continuous for the full term of office and is executed according to the provisions of TEX. TAX CODE ANN. sec. 6.28.

SIGNATURES: Signature and seal of office of the Principal affixed:



Principal Sydney Nowell Date 1-1-13  
sign here ▶

Signature of a duly authorized officer of the Surety and Corporate seal affixed:

Surety WESTERN SURETY COMPANY  
Paul T. Bruflat Date August 20, 2012  
sign here ▶

Title Paul T. Bruflat, Senior Vice President

ACKNOWLEDGEMENTS: (Acknowledgements are necessary BEFORE this bond is filed for approval.)

**ASSESSOR - COLLECTOR**

STATE OF TEXAS, County of Montague

Before me, the undersigned authority, on this day personally appeared Sydney Nowell

Principal, and acknowledged to me that this bond was executed for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of January, 2013.  
Notary Public My commission expires on \_\_\_\_\_

Valerie Stout  
sign here ▶

**SURETY COMPANY**

STATE OF South Dakota, County of Minnehaha

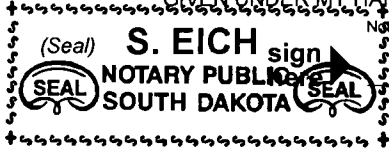
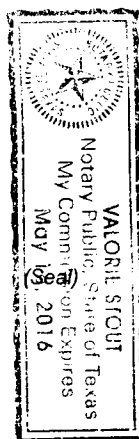
Before me, the undersigned authority, on this day personally appeared Paul T. Bruflat

known to me to be the person whose name is subscribed to this bond, and acknowledged to me that this bond was executed as the act and deed of WESTERN SURETY COMPANY

and as the Senior Vice President thereof, and for the purposes and considerations therein expressed and in the capacity therein stated.

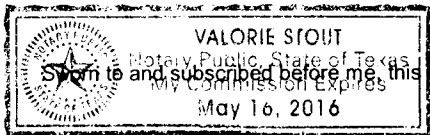
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of August, 2012.  
Notary Public My commission expires on \_\_\_\_\_

S. Eich Date February 12, 2015  
sign here ▶

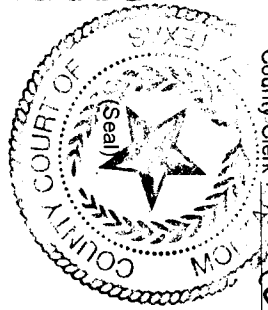


I, Sydney Nowell, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of County Tax Assessor - Collector of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward

- for the giving or withholding a vote of the election at which I was ELECTED.
- to secure my APPOINTMENT or the confirmation thereof.



Assessor - Collector  
 sign here Sydney Nowell  
 1<sup>st</sup> day of January, 2013  
 sign here Valorie Spout



sign here  
 COMPTROLLER OF PUBLIC ACCOUNTS  
 APPROVED BY  
 Comptroller of Public Accounts

County Clerk Montague County

Volume January 3rd 2013 Page 50  
 sign here Stanna Linner

RECORDED BY COUNTY CLERK

County Judge Montague County

sign here December 26 2012  
Montague

APPROVED IN OPEN COMMISSIONERS' COURT

OF Sydney Nowell  
 ASSESSOR and COLLECTOR OF  
Montague COUNTY

BOND AND OATH

**INSTRUCTIONS FOR COMPLETING BOND**

- BOND REQUIREMENT:** Each person elected or appointed Assessor-Collector must make a bond to the state within twenty days after receiving notice of election or appointment.
  - **ELECTED ASSESSOR-COLLECTOR** - Bond must be executed after the Commissioners' Court has canvassed the general election returns and Assessor-Collector has received notice of election.
  - **APPOINTED ASSESSOR-COLLECTOR** - Bond must be executed after official appointment.
- BOND AMOUNT:** Bond must be made for an amount equal to 5% of the net total of state motor vehicle sales and use tax and motor vehicle registration fees collected in the county during the twelve-month period ending August 31 immediately prior to the date the bond is executed. However, the bond shall not exceed \$100,000 nor be less than \$2,500.
- SIGNATURES:** The Assessor-Collector must sign the bond as Principal after the election or appointment. A duly authorized agent of the surety company must sign the bond for the surety company after the election or appointment.
- ACKNOWLEDGEMENTS:** The acknowledgement for the Assessor-Collector must be completed after the Assessor-Collector has signed as Principal. The acknowledgement for the surety company must be completed after the agent has signed as the surety.
- OATH OF OFFICE:** The oath of office must be completed after the election or appointment but before the bond is approved by the Commissioners' Court. Check the applicable box.
- APPROVAL BY COMMISSIONERS' COURT:** The bond must be approved by the Commissioners' Court and signed by the County Judge after the signatures, acknowledgements and the oath of office are completed.
- RECORDING BY THE COUNTY CLERK:** The bond must be recorded by the County Clerk after it has been approved by the Commissioners' Court and signed by the County Judge.
- APPROVED BY THE COMPTROLLER OF PUBLIC ACCOUNTS:** The completed bond should be sent to the Comptroller of Public Accounts for approval.

Send to:  
 COMPTROLLER OF PUBLIC ACCOUNTS  
 Account Maintenance Division  
 111 E. 17th Street  
 Austin, Texas 78774-0100

Figure: 28 TAC §1.601(a)(3)

**1 IMPORTANT NOTICE**

To obtain information or make a complaint:

2 You may contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America at 605-336-0850.

3 You may call Western Surety Company's, Surety Bonding Company of America's or Universal Surety of America's toll-free telephone number for information or to make a complaint at:

**1-800-331-6053**

4 You may also write to Western Surety Company, Surety Bonding Company of America or Universal Surety of America at:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6 You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**7 PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Western Surety Company, Surety Bonding Company of America or Universal Surety of America first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**8 ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Puede comunicarse con Western Surety Company, Surety Bonding Company of America o Universal Surety of America al 605-336-0850.

Usted puede llamar al numero de telefono gratis de Western Surety Company's, Surety Bonding Company of America's o Universal Surety of America's para informacion o para someter una queja al:

**1-800-331-6053**

Usted tambien puede escribir a Western Surety Company, Surety Bonding Company of America o Universal Surety of America:

P.O. Box 5077  
Sioux Falls, SD 57117-5077

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-Mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Western Surety Company, Surety Bonding Company of America o Universal Surety of America primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



## Road Closing Notice

### PUBLIC NOTICE

Montague County Commissioner's Court will hold a Public hearing on December 26, 2012, at 9:00 a.m., to discontinue and vacate the following road:

**Ramsey Road (1/2 mile South of Nocona, Texas, on the east side of State Highway 175).**

The roadway is located in Road & Bridge Precinct #4 in Montague County.

For more information call the County Judge's office, between 8 a.m. and 5 p.m. weekdays, 940-894-2401. 23-3tc

## Road Closing Notice

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For more information call the County Judge's office, between 8 a.m. and 5 p.m. weekdays, 940-894-2401. 23-3tc

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

STATE OF TEXAS

§  
§  
§

TAX RESALE DEED

COUNTY OF MONTAGUE

KNOW ALL MEN BY THESE PRESENTS that the NOCONA HOSPITAL DISTRICT, TRUSTEE, the PRAIRIE VALLEY INDEPENDENT SCHOOL DISTRICT, FARMER'S CREEK WATER DISTRICT and MONTAGUE COUNTY, acting by and through its duly elected officials by resolution duly proposed and adopted in the manner required by law ("GRANTORS") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of THREE HUNDRED DOLLARS AND NO/100 (\$300.00), in hand paid by JRY ENTERPRISE, LLC ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has conveyed and quitclaimed and by these presents do convey and quitclaim unto said grantee all right, title and interest of the NOCONA HOSPITAL DISTRICT, PRAIRIE VALLEY INDEPENDENT SCHOOL DISTRICT, FARMER'S CREEK WATER DISTRICT and MONTAGUE COUNTY in the property herein conveyed, acquired by tax foreclosure sale heretofore held in Cause No. 2011-0377M-CV, styled Prairie Valley Independent School District vs. Jon M. Hollowell, Cause No. 2011-0421M-CV, styled Prairie Valley Independent School District vs. Virginia Steele, and Cause No. 2011-0320M-CV, styled Prairie Valley Independent School District vs. Aaron Terry, said property being described as:

**Lot 1554, Nocona Hills, Montague County, Texas,  
Lots 1647 & 1648, Nocona Hills, Montague County, Texas,  
Lot 1177, Nocona Hills, Montague County, Texas**

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said JRY ENTERPRISE, LLC, their heirs and assigns forever, so that neither the NOCONA HOSPITAL DISTRICT, PRAIRIE VALLEY INDEPENDENT SCHOOL DISTRICT, FARMER'S CREEK WATER DISTRICT nor MONTAGUE COUNTY, nor any person claiming under it or them shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Grantee accepts the property without warranty and in "AS IS, WHERE IS" condition and subject to any environmental conditions that might have or still exist on said property, and subject to any title defects and deficiencies, and subject to the right of redemption, if any, provided under the Texas Property Tax Code.

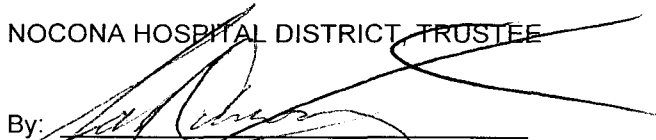
Taxes for the current year are assumed by Grantee.

This conveyance is made and accepted subject to the following matters to the extent that the same are in effect at this time: any and all rights of redemption, restrictions, covenants, conditions, easements, encumbrances and outstanding mineral interests, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any but only to the extent that they are still in effect, relating to the hereinabove described property.

IN TESTIMONY WHEREOF, THE NOCONA HOSPITAL DISTRICT, TRUSTEE, the PRAIRIE VALLEY INDEPENDENT SCHOOL DISTRICT, FARMER'S CREEK WATER DISTRICT and MONTAGUE COUNTY, has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

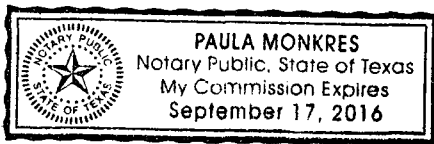
ATTESTED:

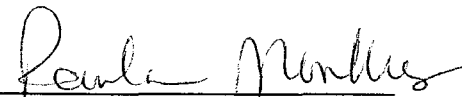
  
Secretary, Board of Trustees

NOCONA HOSPITAL DISTRICT, TRUSTEE  
By:   
Jack Cunningham, President, Board of Trustees

STATE OF TEXAS §  
COUNTY OF MONTAGUE §


This instrument was acknowledged before me on the 20 day of November, 2012, by Jack Cunningham, in his capacity as President of the Board of Trustees for the Nocona Hospital District as the act of the Nocona Hospital District.



  
Notary Public, State of Texas

ATTESTED:

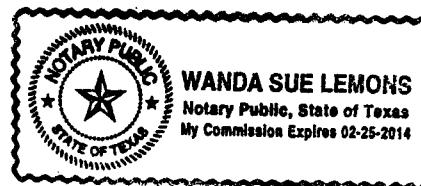
  
Secretary, Board of Trustees

PRAIRIE VALLEY INDEPENDENT SCHOOL DISTRICT  
By:   
Frank Glass, President Board of Trustees

STATE OF TEXAS §  
COUNTY OF MONTAGUE §

This instrument was acknowledged before me on the 3rd day of December, 2012, by Frank Glass, in his capacity as President of the Board of Trustees for the Prairie Valley Independent School District as the act of the Prairie Valley Independent School District.

  
Notary Public, State of Texas



ATTEST:

FARMER'S CREEK WATER DISTRICT

\_\_\_\_\_  
Secretary, Board of Trustees

By: \_\_\_\_\_  
Gary Don King, President, Board of Trustees

STATE OF TEXAS           §  
COUNTY OF MONTAGUE   §

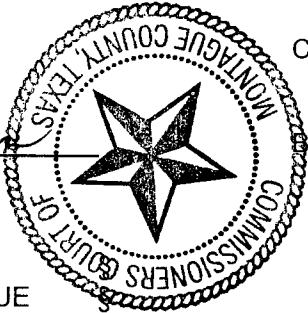
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by Gary Don King, in his capacity as President of the Board of Trustees for the Farmer's Creek Water District as the act of the Farmer's Creek Water District.

\_\_\_\_\_  
Notary Public, State of Texas

ATTESTED:

COUNTY OF MONTAGUE

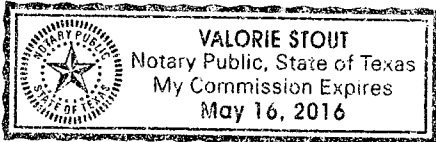
Denda Benson  
County Clerk



Tommie Sappington  
Tommie Sappington, County Judge

STATE OF TEXAS  
COUNTY OF MONTAGUE

This instrument was acknowledged before me on the 26<sup>th</sup> day of December, 2012, by Tommie Sappington, in his capacity as Judge of the County of Montague as the act of the County of Montague.



Valorie Stout  
Notary Public, State of Texas

**GRANTEE'S ADDRESS:**

JRY ENTERPRISE, LLC  
2793 VALENCIA LANE  
SCHERTZ, TX 78154

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

STATE OF TEXAS                                §                ROCKWATER ENERGY SOLUTIONS  
    §  
COUNTY OF MONTAGUE                    §

Now, on this the 26<sup>th</sup> day of DECEMBER, 2012, at a Regular Term and Session of the Commissioners' Court of Montague County, Texas, came to be considered the application for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY ROAD CROSSING AND A TEMPORARY POLY LINE, along, over, and across or under the County Right-of-way, of CALHOUN ROAD, PCT. #1 the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY ROAD CROSSING AND A POLY LINE should be granted, it is accordingly ordered by the Court:

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

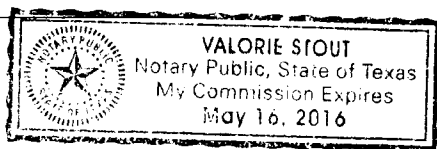
*Tommie Sappington*  
\_\_\_\_\_  
TOMMIE SAPPINGTON,  
Montague County Judge

STATE OF TEXAS                                X                ROCKWATER ENERGY SOLUTIONS  
    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 26<sup>TH</sup> Day of DECEMBER, 2012

My commission expires:



*Valerie Stout*  
\_\_\_\_\_  
Notary Public in and for Montague  
County, Texas.

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

#30661

DATE: 12/14/2012

NAME: Rockwater Energy Solutions

ADDRESS: 401 Boyd Business Park, Boyd TX 76102

CONTACT PERSON: Edward Rodriguez TELEPHONE NO. 817-320-7056

ROAD NAME: Calhoun Road COMMISSIONER PCT. ~~XX~~ 2 3 4

GPS Coordinates: Latitude 33 26' 24.88 N Longitude 97 29' 28.70 W  
(GPS Coordinates for Road Crossings)

TEMPORARY  PERMANENT  PLAT ATTACHED

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

Enter County ROW off of FM 730 on south side of Calhoun Road and run single 3" poly line to cattle guard and cross under to cattle guard to north side of Calhoun Road. Line will continue traveling west to pad sit entrance. Total distance traveled is 515 feet with one crossing.

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

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

Source of the water:

Full Name and Address of Property Owner: Gary Gardner - (940) 393-5524

Well Site Physical Address: FM 730 just south of Montague County border (exact address unknown) UTGCD ID#: Unknown - Contact Gary Gardner

Type of Water Used:

Surface Water	_____	Percentage
Ground Water	100%	Percentage
Both	_____	Percentage

GPS Coordinates: Latitude 33 25' 22.25 N Longitude 97 29' 25.62 W

Meter Serial Number: NA

Beginning Meter Reading (as displayed on meter): NA

Ending Meter Reading (as displayed on meter): NA

Location of the use of the water: Calhoun Road County: Montague

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

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

**AFFIRMATION**

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

DATE 12-14-2012

SIGNATURE 

**Rockwater Energy Solutions, Inc. Temp ROW request**  
**Calhoun Road**

Run single 3" poly line along south edge of Calhoun Road to cattle guard and cross over to north side and continue west to pad entrance. Total distance travelled is 515 feet with one crossing.



Exit County  
ROW

Crossing

Enter County  
ROW

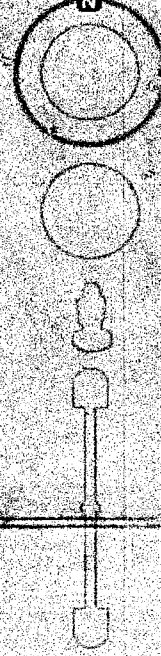
Farm to Market 730

Calhoun Dr

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Google earth

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and/or reproduction  
has not recorded at  
request.





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

STATE OF TEXAS § SELECT ENERGY SERVICES  
                                  §  
COUNTY OF MONTAGUE §

Now, on this the 26TH day of DECEMBER, 2012, at a Regular Term and Session of the Commissioners' Court of Montague County, Texas, came to be considered the application for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY ROAD CROSSING AND TEMPORARY FRAC LINE, along, over, and across or under the County Right-of-way, of **LAKE VALLEY ROAD, PCT. #1** the County of Montague, State of Texas, and the court having considered such application which was filed on 26<sup>TH</sup> DAY of DECEMBER, 2012, and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such TEMPORARY ROAD CROSSING AND TEMPORARY 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 **SELECT ENERGY SERVICES**, to lay, construct, maintain, and operate a TEMPORARY ROAD CROSSING AND TEMPORARY FRAC LINE, along, over, across, beside or under the County Right-a-way of **LAKE VALLEY ROAD, PCT. #1**, the County of Montague, State of Texas as described as a four week permit only.
2. That such TEMPORARY ROAD CROSSING AND TEMPORARY 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 ROAD CROSSING AND TEMPORARY FRAC LINE, required for any County Right-of-way or any other improved County Road would be at 100 per cent cost to **SELECT ENERGY SERVICES**.
4. That all the rights, privileges and right-of-way herein above mentioned are by this order duly vested in said **SELECT ENERGY SERVICES**, its successors and assigns, without further grant or procedure.
5. That Montague County **DOES NOT ALLOW** any above ground lines to be laid on or beside roadways, that are used to transfer Oil, Gas, or Salt Water Products.

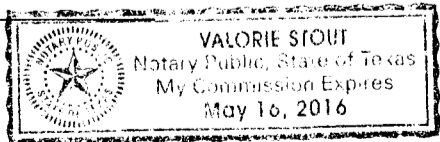
*Tommie Sappington*  
\_\_\_\_\_  
TOMMIE SAPPINGTON,  
Montague County Judge

STATE OF TEXAS X SELECT ENERGY SERVICES  
                                  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 26<sup>TH</sup> Day of DECEMBER, 2012

My commission expires:



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

14000677

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

DATE: 12-7-12

NAME: Select Energy Services

ADDRESS: 3593 Hwy 51 S. Decatur Tx 76234

CONTACT PERSON: Shane Burlason TELEPHONE NO (940) 366-1123

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

GPS Coordinates: Latitude 33° 26' 59.23" N Longitude 97° 42' 05.75" W  
(GPS Coordinates for Road Crossings)

TEMPORARY  PERMANENT  PLAT ATTACHED

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

We will install a single 10" temporary water line on right-of-way of Lake Valley Rd. and set a crossing on Lake Valley Rd. Water line will be about 100' on Lake Valley 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:

Full Name and Address of Property Owner: Maurice Jackson 8599 F.m. 1749 Sunset Tx 76270

Well Site Physical Address: \\ UTGCD ID#: \_\_\_\_\_

Type of Water Used:

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

GPS Coordinates: Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

Meter Serial Number: \_\_\_\_\_

Beginning Meter Reading (as displayed on meter): \_\_\_\_\_

Ending Meter Reading (as displayed on meter): \_\_\_\_\_

Location of the use of the water: \_\_\_\_\_ County: \_\_\_\_\_

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

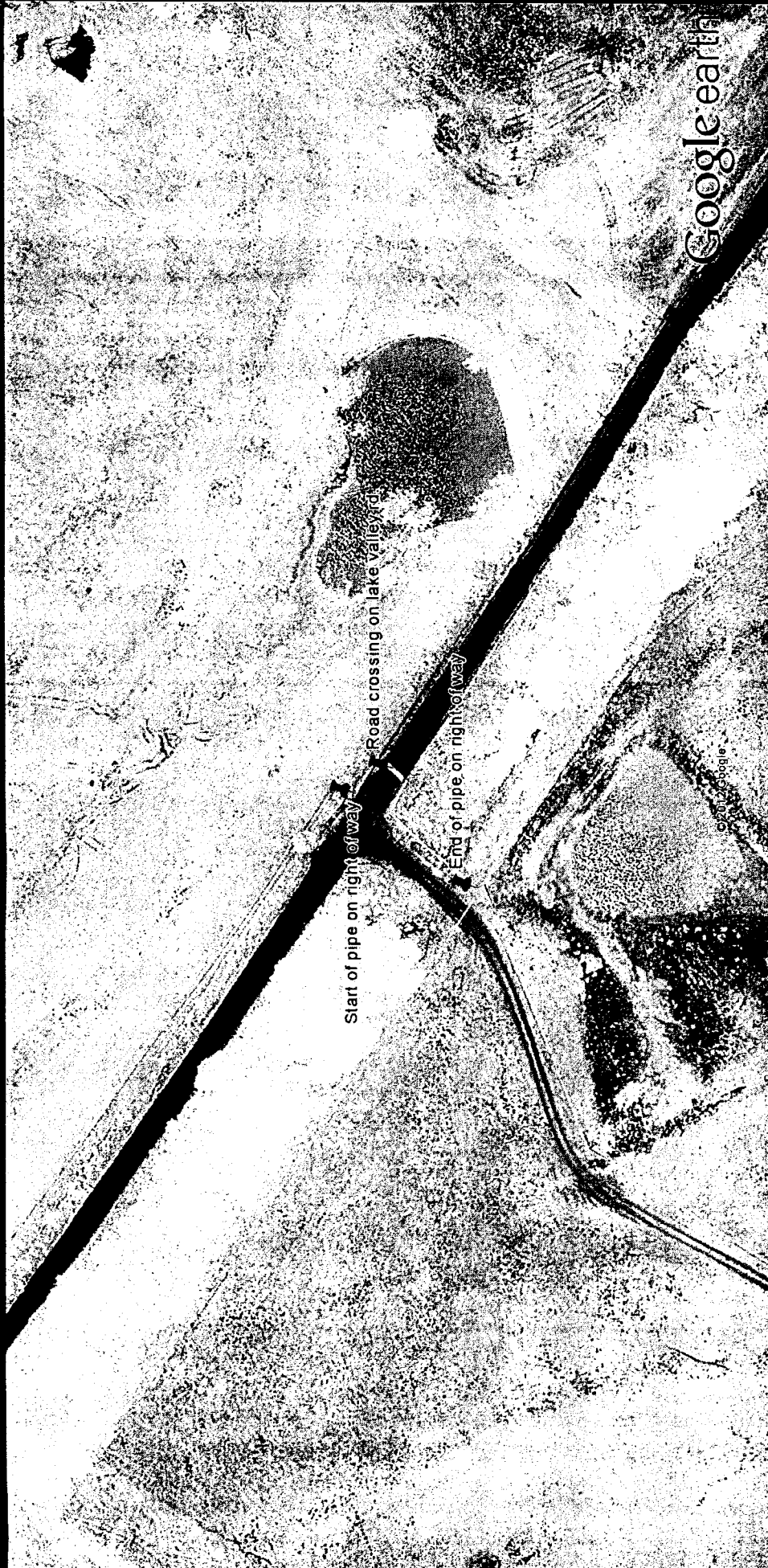
If yes, explain how the water was measured and include amount transported. \_\_\_\_\_

**AFFIRMATION**

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

DATE 12-7-12

SIGNATURE 



Google earth

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


*[Handwritten Signature]*  
 Deputy

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

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

Now, on this the 26<sup>th</sup> day of DECEMBER, 2012, at a Regular Term and Session of the Commissioners' Court of Montague County, Texas, came to be considered the application for a permit and right-of-way to lay, construct, maintain, and operate a TEMPORARY ROAD CROSSING, along, over, and across or under the County Right-of-way, of WELL SERVICE 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 ROAD CROSSING should be granted, it is accordingly ordered by the Court:

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

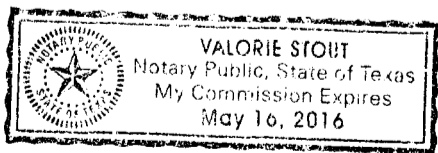
  
\_\_\_\_\_  
TOMMIE SAPPINGTON,  
Montague County Judge


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

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

Given under my hand and seal of office this 26<sup>TH</sup> 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: 12/10/2012

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: WELL SERVICE ROAD COMMISSIONER PCT. 2

GPS Coordinates: Latitude 33.33 47 50 Longitude 097.45 01 61

TEMPORARY  PERMANENT  PLAT

ATTACHED

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

ROAD CROSSING WELL SERVICE ROAD  
10" ALUM FRAC LINE

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

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

Source of the water:

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

Well Site Physical Address: \_\_\_\_\_ UTGCD ID: 2274

Type of Water Used:

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

GPS Coordinates: Latitude \_\_\_\_\_ N/A \_\_\_\_\_ Longitude \_\_\_\_\_ N/A \_\_\_\_\_

Meter Serial Number: \_\_\_\_\_ N/A \_\_\_\_\_

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

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

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

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

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

**AFFIRMATION**

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

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_



County Clerk's Office  
 Portions of this document are  
 not legible and/or reproducible  
 and are recorded, but recorded at  
 the request of \_\_\_\_\_  
 (Signature)

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

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

Now, on this the 26TH 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 RED BIRD LANE located in Precinct #2 of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

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

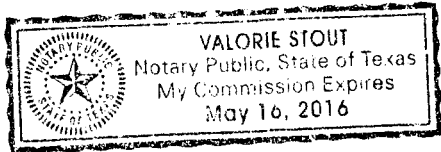
Tommie Sappington, County Judge

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

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

Given under my hand and seal of office this 26TH day of DECEMBER, 2012.

My commission expires:



Valorie Stout
Notary Public in and for Montague County, Texas



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

# 1192063605

DATE: 12-11-2012

NAME: EOG Resources, Inc.

ADDRESS: 1451 W. Bus. 380  
Comp.3 / Bld.1  
Decatur, TX 76234

CONTACT PERSON: Brett Melton TELEPHONE NO. (903) 641- 6970

ROAD NAME: Red Bird Lane COMMISSIONER PCT. 1 (2) 3 4

GPS Coordinates: Latitude 33 36'44.06" Longitude 97 49'27.26"  
(GPS Coordinates for Road Crossing)

\_\_\_\_\_ TEMPORARY      X   PERMANENT      X   PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done: **EOG Resources, Inc. requests to bore under Red Bird Lane Rd. approximately 1,593 feet South of Applegate Rd. with a twenty four (24) inch steel casing for one twelve (12) inch poly Gas line and one eight (8) inch Produced Water Poly line.**

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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

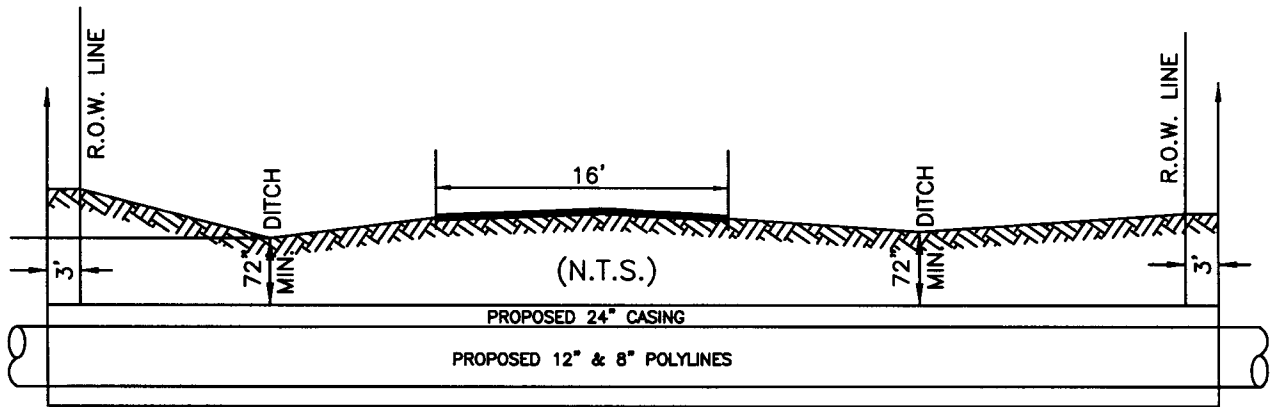
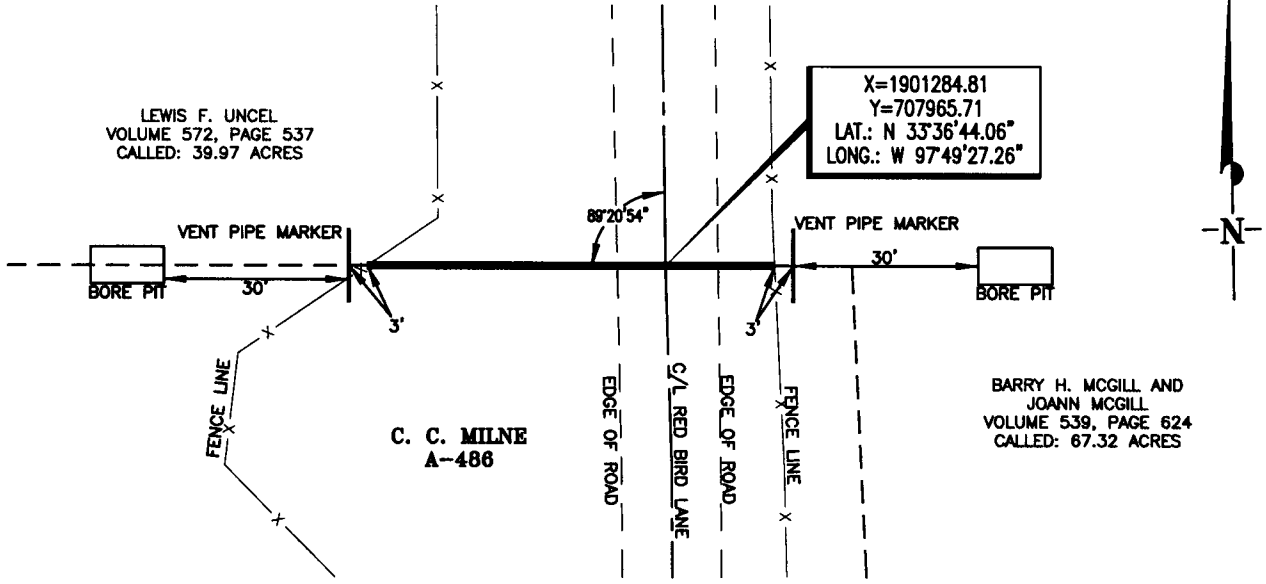
Full Name and Address of Property Owner: N/A

Well Site Physical Address: N/A

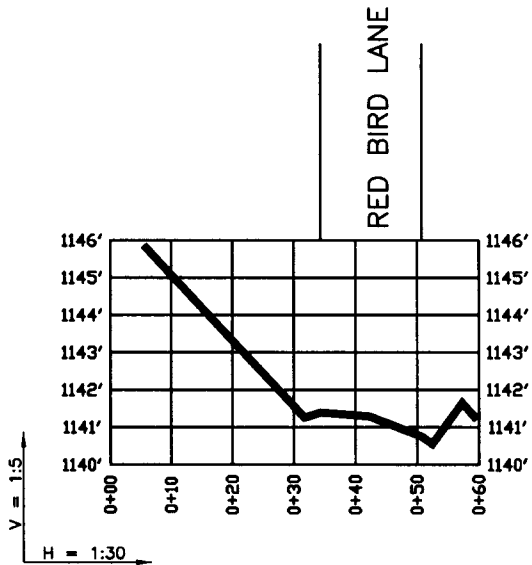
UTGCD ID#: N/A

Type of Water Used: N/A





PLAN AND PROFILE OF  
A 24" STEEL CASING  
WITH 12" & 8" POLYLINES



**Geog resources, Inc.**

**TOPOGRAPHIC**

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

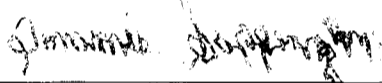
BOWIE EAST GGS WASHINGTON LATERAL PROPOSED PIPELINE CROSSING RED BIRD LANE +/- 1600 FEET SOUTH OF APPLIGATE ROAD MONTAGUE COUNTY, TEXAS NOT TO SCALE = N.T.S.		
SCALE	DRAWN BY	DATE
1" = 30'	C.E.S.	11-19-12

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 26<sup>TH</sup> 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 EAST ALAMO 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.

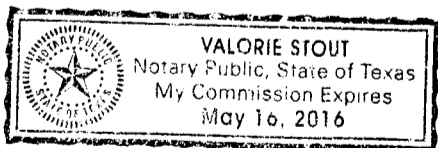
  
\_\_\_\_\_  
Tommie Sappington, County Judge

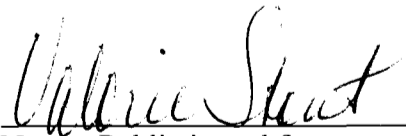
STATE OF TEXAS X EOG RESOURCES, INC.  
X  
COUNTY OF MONTAGUE X

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 26<sup>TH</sup> day of DECEMBER, 2012.

My commission expires:



  
\_\_\_\_\_  
Notary Public in and for  
Montague County, Texas

11/19/2016 6:66/1

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

DATE: 12/19/2012

NAME: EOG Resources, Inc.

ADDRESS: 1451 W. Bus. 380  
Decatur, TX 76234

CONTACT PERSON: Chuck Speck TELEPHONE NO. (903) 312-6534

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

GPS Coordinates: Latitude 33 33' 44.29" Longitude 97 41' 59.06"  
(GPS Coordinates for Road Crossing)

\_\_\_\_\_ TEMPORARY       PERMANENT       PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done: EOG Resources, Inc. requests to bore under East Alamo Rd. approximately 3270 feet Southeast of Dow Lane with a fourteen (14) inch steel casing for a ten (10) inch poly produced waterline.

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: 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	_____	Percentage
Ground Water	_____	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

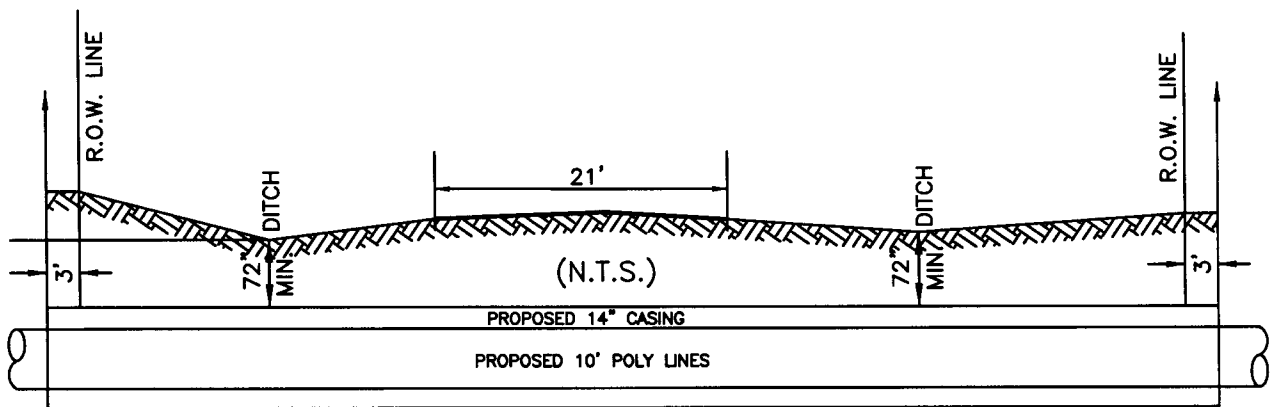
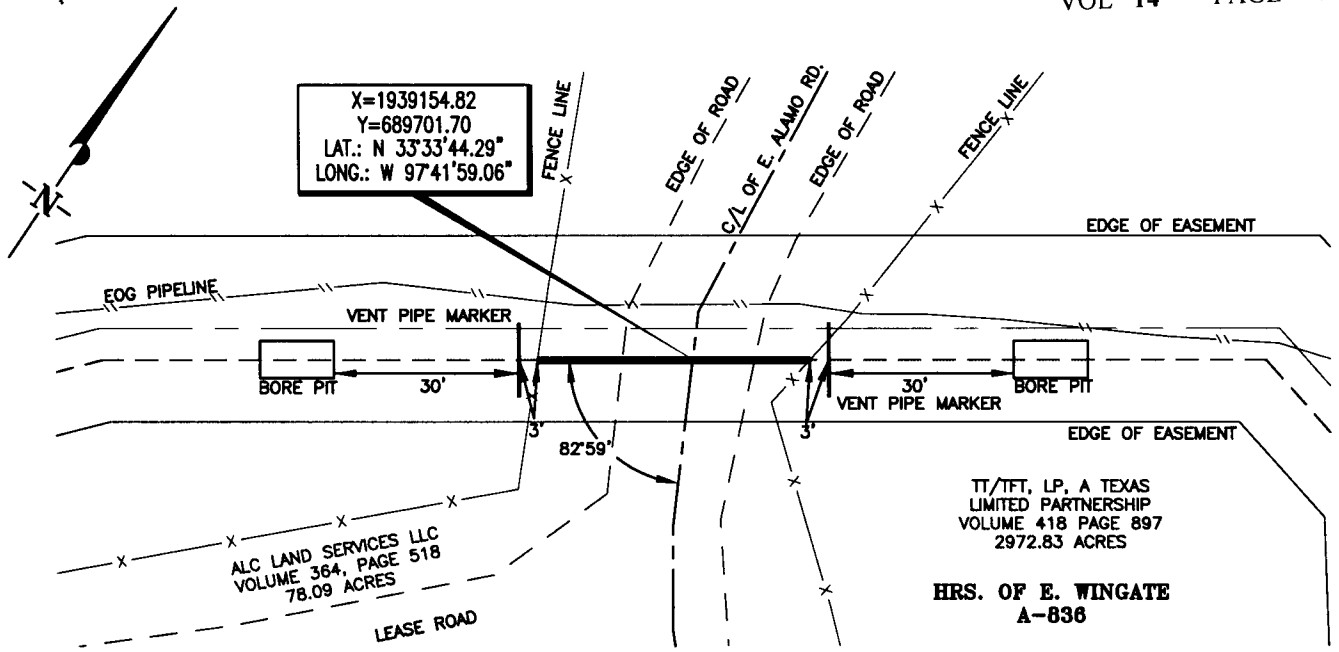
If yes, explain how the water was measured and include amount transported.

**AFFIRMATION**

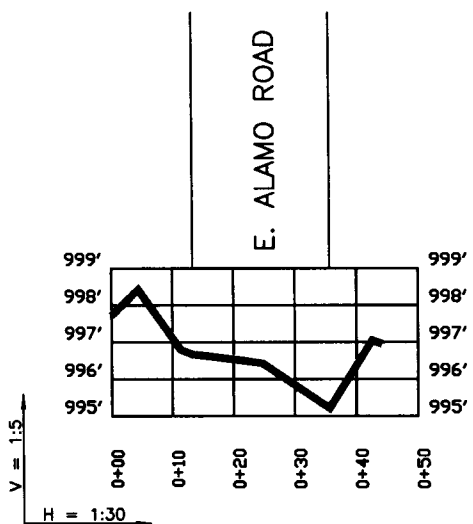
I HEREBY SWEAR OR AFFIRM THAT THE INFORMATION INCLUDED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE 12/19/12

SIGNATURE 



PLAN AND PROFILE OF  
10" POLYLINES  
& A 14" STEEL CASING



**Geog resources, Inc.**  
**TOPOGRAPHIC**

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

JACKSON WGS BILLY HENDERSON  
TO KRAMER LATERAL  
PROPOSED PIPELINE CROSSING  
E. ALAMO ROAD +/- 3270 FEET  
SOUTHEAST OF DOW LANE  
MONTAGUE COUNTY, TEXAS  
NOT TO SCALE = N.T.S.

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

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 26<sup>TH</sup> 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 EAST ALAMO 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.

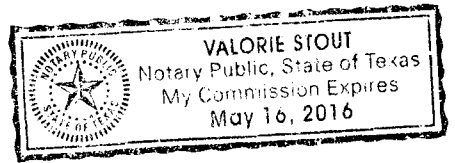
Tommie Sappington  
Tommie Sappington, County Judge

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 26<sup>TH</sup> day of DECEMBER, 2012.

My commission expires:



Valorie Stout  
Notary Public in and for  
Montague County, Texas



1192066661

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

DATE: 12/19/2012

NAME: EOG Resources, Inc.

ADDRESS: 1451 W. Bus. 380  
Decatur, TX 76234

CONTACT PERSON: Chuck Speck TELEPHONE NO. (903) 312-6534

ROAD NAME: East Alamo Rd COMMISSIONER PCT. 1 2 3 4

GPS Coordinates: Latitude 33 33' 30.37" Longitude 97 41' 20.52"  
(GPS Coordinates for Road Crossing)

\_\_\_\_\_ TEMPORARY      ✓ PERMANENT      ✓ PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done: EOG Resources, Inc. requests to bore under East Alamo Rd. approximately 2414 feet Northwest of Dry Valley Rd. with a twelve (12) inch steel casing for an eight (8) inch poly produced waterline.

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: 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	_____	Percentage
Ground Water	_____	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

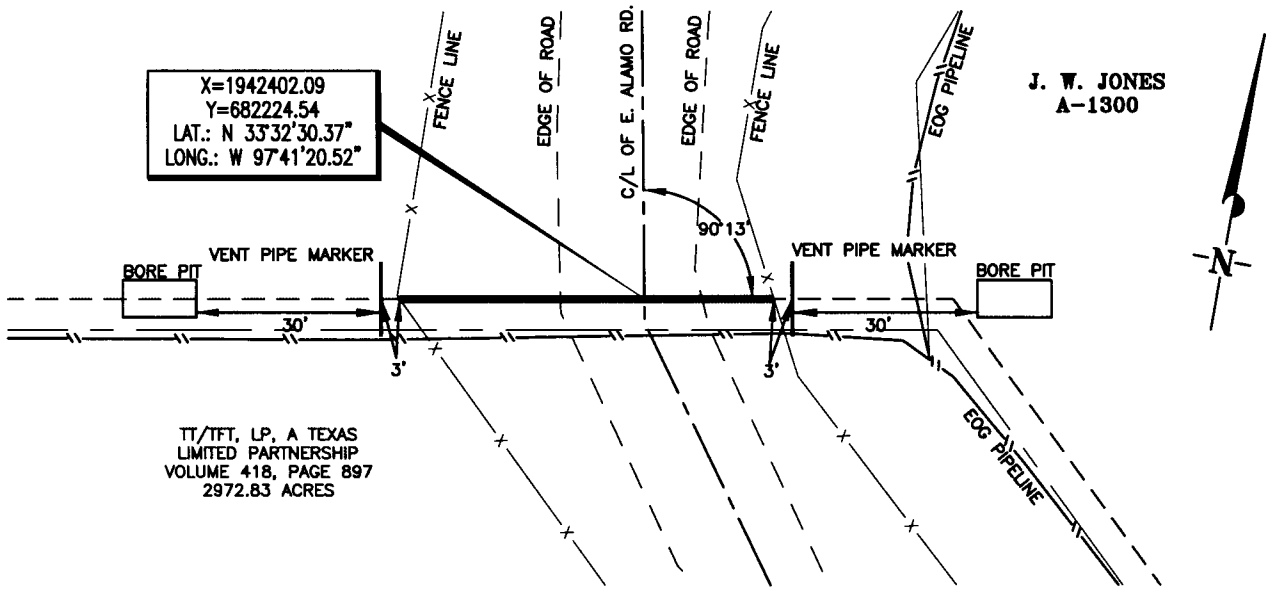
If yes, explain how the water was measured and include amount transported. \_\_\_\_\_

**AFFIRMATION**

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

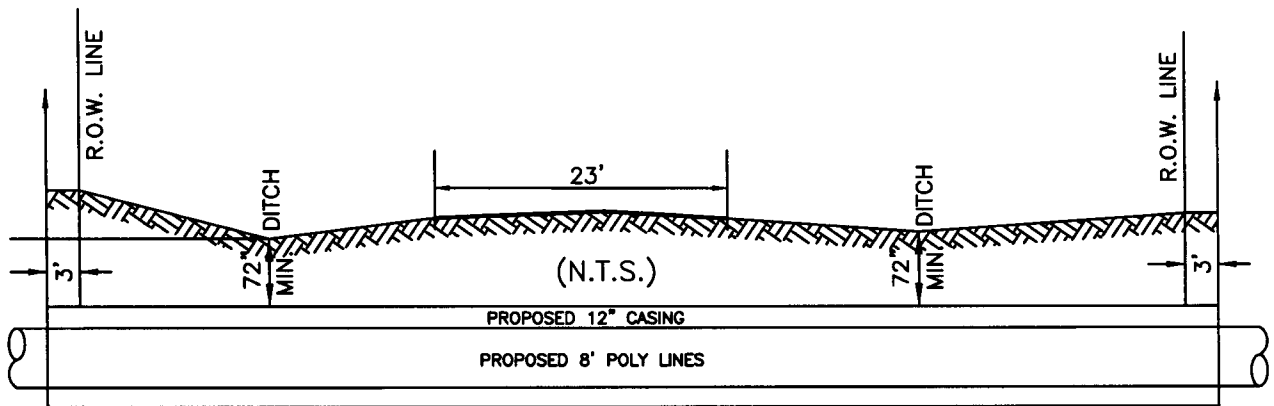
DATE 12/19/12

SIGNATURE *Chad Spivey*



TT/TFT, LP, A TEXAS LIMITED PARTNERSHIP  
VOLUME 418, PAGE 897  
2972.83 ACRES

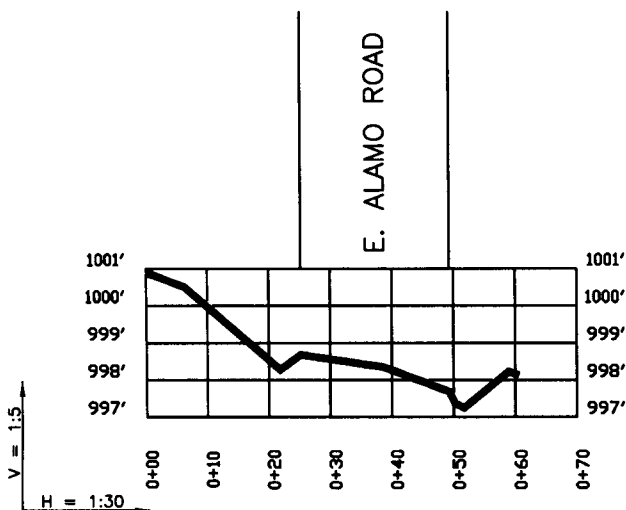
J. W. JONES  
A-1300



PLAN AND PROFILE OF  
8" POLYLINES  
& A 12" STEEL CASING

**Geog resources, Inc.**  
**TOPOGRAPHIC**

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



JACKSON WGS BILLY HENDERSON TO KRAMER LATERAL PROPOSED PIPELINE CROSSING E. ALAMO ROAD +/- 2414 FEET NORTHWEST OF DRY VALLEY ROAD MONTAGUE COUNTY, TEXAS NOT TO SCALE = N.T.S.		
SCALE	DRAWN BY	DATE
1" = 30'	S.W.	12-10-12

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 26<sup>TH</sup> 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 DRY VALLEY ROAD located in Precinct #1 of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

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

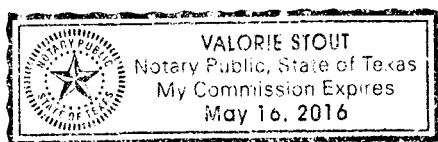
*Tommie Sappington*  
\_\_\_\_\_  
Tommie Sappington, County Judge

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 26<sup>TH</sup> day of DECEMBER, 2012.

My commission expires:



*Valorie Stout*  
\_\_\_\_\_  
Notary Public in and for  
Montague County, Texas

1192066661

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

DATE: 12/19/2012

NAME: EOG Resources, Inc.

ADDRESS: 1451 W. Bus. 380  
Decatur, TX 76234

CONTACT PERSON: Chuck Speck TELEPHONE NO. (903) 312-6534

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

GPS Coordinates: Latitude 33 31' 39.79" Longitude 97 40' 13.98"  
(GPS Coordinates for Road Crossing)

\_\_\_\_\_ TEMPORARY       PERMANENT       PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done: EOG Resources, Inc. requests to bore under Dry Valley Rd. approximately 2566 feet Northeast of Jones Valley Rd. with a fourteen (14) inch steel casing for a ten (10) inch poly produced waterline.

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: 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	_____	Percentage
Ground Water	_____	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

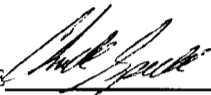
Will any of this water be transported for use outside of the District (Montague, Parker, Wise, and Hood Counties)? Yes  No

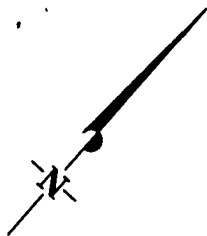
If yes, explain how the water was measured and include amount transported. \_\_\_\_\_

**AFFIRMATION**

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

DATE 12/19/12

SIGNATURE 

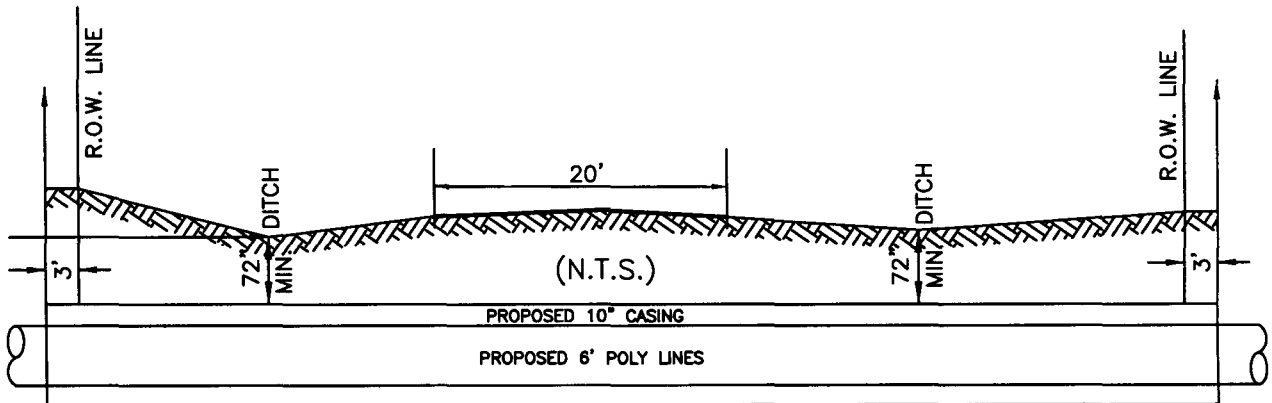
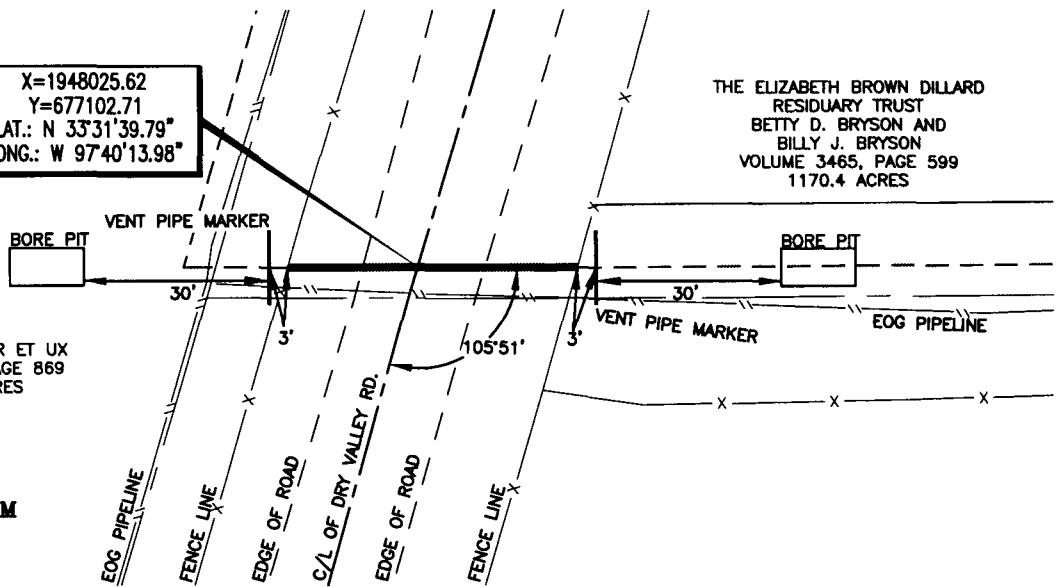


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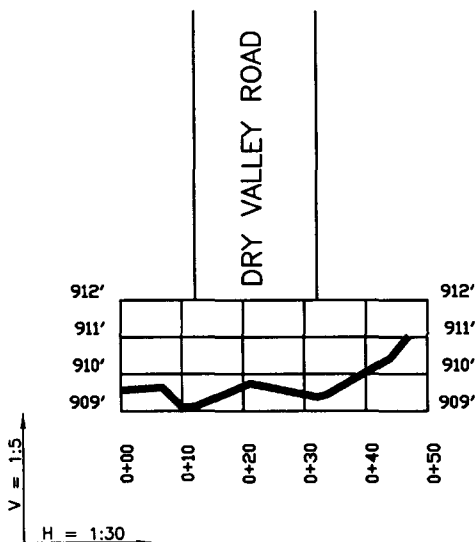
THE ELIZABETH BROWN DILLARD  
 RESIDUARY TRUST  
 BETTY D. BRYSON AND  
 BILLY J. BRYSON  
 VOLUME 3465, PAGE 599  
 1170.4 ACRES

TERRY J BREWER ET UX  
 VOLUME 420 PAGE 869  
 296.85 ACRES

W. R. WILLINGHAM  
 A-878



PLAN AND PROFILE OF  
 10" POLYLINES  
 & A 14" STEEL CASING



**Geog resources, Inc.**

**TOPOGRAPHIC**

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

JACKSON WGS BILLY HENDERSON  
 TO KRAMER LATERAL  
 PROPOSED PIPELINE CROSSING  
 F.M. DRY VALLEY ROAD +/- 2566 FEET  
 NORTHEAST OF JONES VALLEY ROAD  
 MONTAGUE COUNTY, TEXAS  
 NOT TO SCALE = N.T.S.


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

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 26<sup>TH</sup> 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 DRY VALLEY ROAD located in Precinct #1 of the County of Montague, State of Texas, and the court having considered such application and is here referred to and made a part hereof, and having determined that the permit and right-of-way for such pipeline should be granted, it is accordingly ordered by the Court:

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

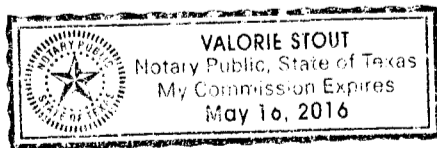
  
\_\_\_\_\_  
Tommie Sappington, County Judge

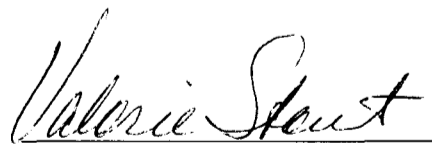
STATE OF TEXAS	X	EOG RESOURCES, INC.
	X	
COUNTY OF MONTAGUE	X	

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

Given under my hand and seal of office this 26<sup>TH</sup> day of DECEMBER, 2012.

My commission expires:



  
\_\_\_\_\_  
Notary Public in and for  
Montague County, Texas



1192066661

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

DATE: 12/19/2012

NAME: EOG Resources, Inc.

ADDRESS: 1451 W. Bus. 380  
Decatur, TX 76234

CONTACT PERSON: Chuck Speck TELEPHONE NO. (903) 312-6534

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

GPS Coordinates: Latitude 33 32' 18.81" Longitude 97 40' 52.29"  
(GPS Coordinates for Road Crossing)

\_\_\_\_\_ TEMPORARY      ✓ \_\_\_\_\_ PERMANENT      ✓ \_\_\_\_\_ PLAT ATTACHED

This document is an application for a permit and right-of-way. Please give a descriptive explanation of the work to be done: EOG Resources, Inc. requests to bore under Dry Valley Rd. approximately 2400 feet Northeast of East Alamo Rd. with a fourteen (14) inch steel casing for a ten (10) inch poly produced waterline.

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.
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5. Notice of all applications will be sent to the Upper Trinity Groundwater Conservation District.

Source of the water: 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	_____	Percentage
Ground Water	_____	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

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

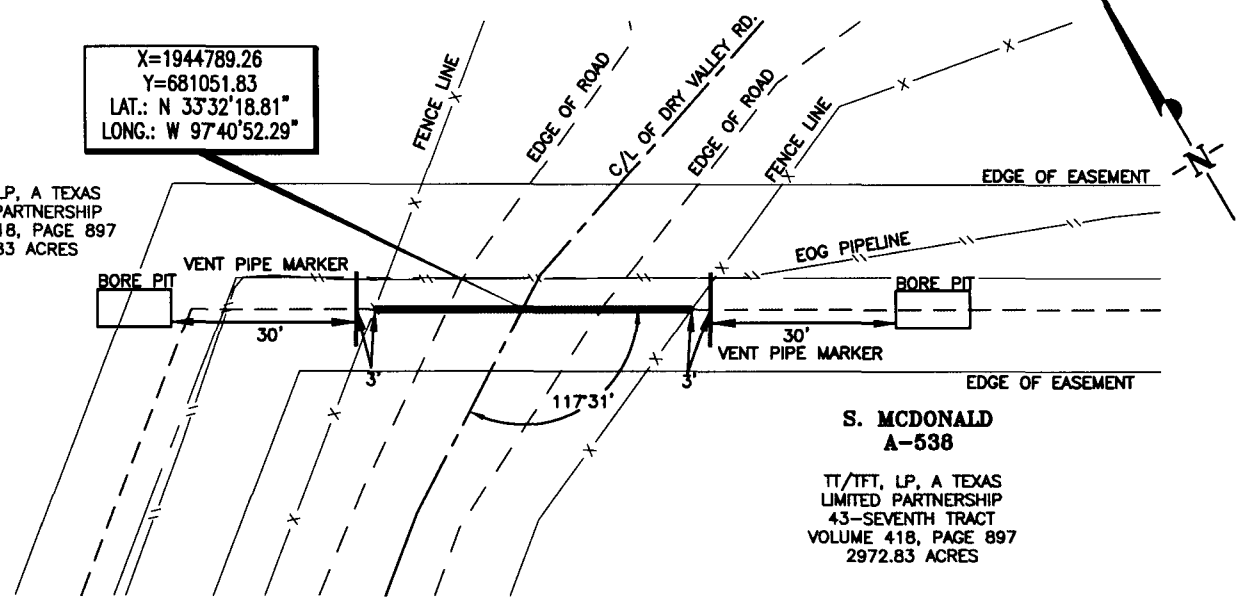
**AFFIRMATION**

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

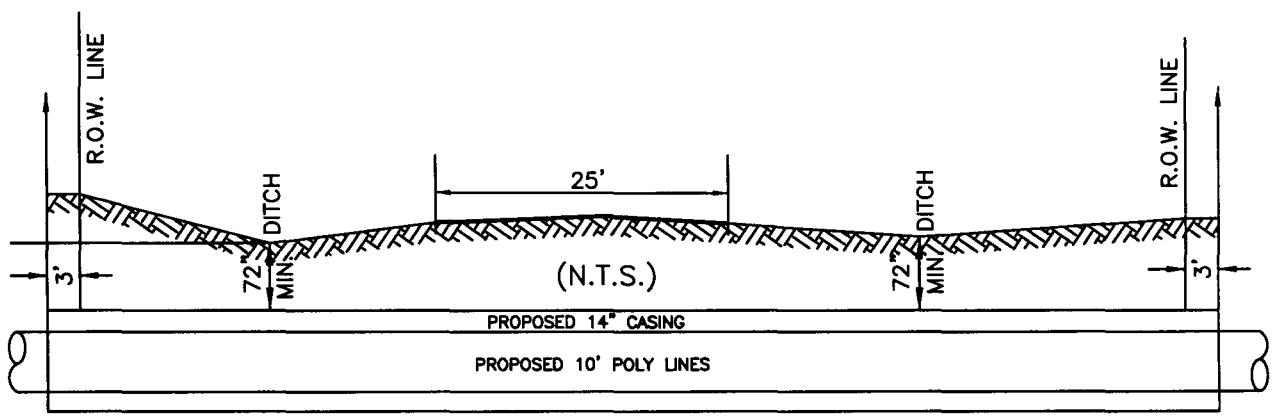
DATE 12/19/12

SIGNATURE 

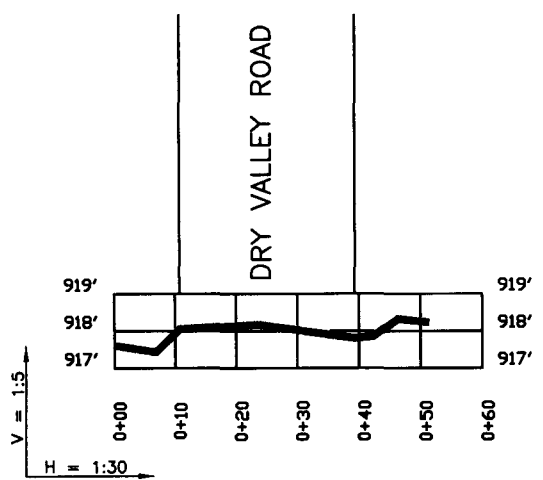
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 TT/TFT, LP, A TEXAS  
 LIMITED PARTNERSHIP  
 VOLUME 418, PAGE 897  
 2972.83 ACRES




**S. McDONALD**  
**A-538**  
 TT/TFT, LP, A TEXAS  
 LIMITED PARTNERSHIP  
 43-SEVENTH TRACT  
 VOLUME 418, PAGE 897  
 2972.83 ACRES



PLAN AND PROFILE OF  
 10" POLYLINES  
 & A 14" STEEL CASING




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JACKSON WGS BILLY HENDERSON  
 TO KRAMER LATERAL  
 PROPOSED PIPELINE CROSSING  
 F.M. DRY VALLEY ROAD +/- 2400 FEET  
 NORTHEAST OF E. ALAMO ROAD  
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 NOT TO SCALE = N.T.S.

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