

**NOTICE OF MEETING (•) OF THE  
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

**• Assistive Listening Devices Available on Request for Use During Court Session**

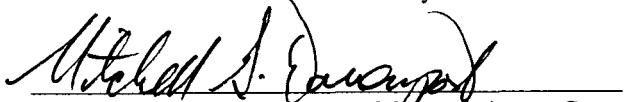
Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday, the 13<sup>th</sup> day of February, 2012, at 10:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects\* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

1. **PUBLIC FORUM;**
2. **PAYMENT OF ACCOUNTS AND CLAIMS;**
3. **CONSENT AGENDA ITEMS:**
  - (a) Approval of Minutes of Meeting of January 23, 2012;
  - (b) Authorization for Use of County Road Right-of-Way by Senate Wind, LLC for Utility Crossing on 5 locations in Precinct 3;
4. **TIMED AGENDA – 10:00 a.m.**  
Approval of execution of Agreement for Continuing Disclosure Services as required by the Securities & Exchange Commission with FSC Continuing Disclosure Services, a division of First South west Company;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2011 details;
7. Update on County's application for Round VII Courthouse Restoration Grant – County Judge;
8. Introduction and interview of Mr. John Villalba, Prospective Candidate for Jack County Extension Office vacancy as the Ag and Natural Resource Agent – Ms. Alinda Cox;
9. **EXECUTIVE SESSION** in compliance with Section 551.071 of the Texas Government Code, to seek the advice of its attorney regarding pending or contemplated litigation or consultation with its attorney regarding matters protected by the attorney-client privilege regarding the filing of eminent domain proceedings against Squaw Mountain Ranch Outfitters, LLC for easement to 0.66 acres or less out of the B.B.B. & C. RR Survey, Abstract No. 106 for benefit of construction of replacement bridge on Squaw Mountain Road at the West Fork of the Trinity River;
10. Action, if any, on Item 9 above to include approval of final offer prior to condemnation proceedings being filed;
11. Acceptance of written resignation by Shelly Clayton, County Clerk of Jack County and consideration of appointment of interim County Clerk and determination of method of appointment and discussion of election to fill unexpired term;
12. Discussion with Larry Roberts of Diversified Land Management regarding possible seismic work under county roads of Jack County for Pioneer Natural Resources in Precincts 3 and 4;
13. Designation of voting proxy to Nortex Regional Planning Commission in the event of the inability or absence of the County Judge;
14. Receive report by Sheriff's Department on repair/replacement of sewer pump and grinder for LEC operations;
15. Consider clarification of county policy on hourly rate for part time labor and temporary labor positions in any office;
16. **FUTURE AGENDA ITEMS; AND,**
17. **ADJOURNMENT.**

Dated this the 10<sup>th</sup> day of February, 2012.

Commissioners Court of Jack County, Texas

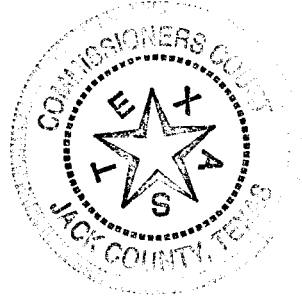
  
\_\_\_\_\_  
Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned, County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the 10<sup>th</sup> day of February, 2012, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Dated this the 10<sup>th</sup> day of February, 2012

*Shelly Clayton*  
\_\_\_\_\_  
Shelly Clayton, County Clerk of Jack County, Texas

By: *Janessa James*  
\_\_\_\_\_  
Deputy Clerk



SCANNED

FILED FOR RECORD  
O'CLOCK M.

MINUTES

FEB 27 2012

On this the 13<sup>TH</sup> of February, 2012 the Commissioners Court of Jack County, Texas Regular session at 10:00 am with the following elected officials present:

SHELLY CLAYTON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

James A. Logan, Commissioner Pct. #1  
James L Brock, Commissioner Pct. #2  
James L. Cozart, Commissioner Pct #3  
Terry Ward, Commissioner Pct #4  
Mitchell G. Davenport, County Judge

INTRODUCTION OF EXTENSION AGENT CANDIDATE

Hurley Miller, District Extension Administrator introduced John Villalba prospective candidate for Jack County Extension Agent. Mr. Villalba spoke to the Court about his experience and plans for Jack County. Motion was made by Commissioner Cozart to accept Mr. Villalba for the position of Jack County Extension Agent. Commissioner Logan seconded the motion. The motion carried unanimously.

FSC DISCLOSURE SERVICES

A representative from First South West Company spoke to the Court about the services they provide in preparing mandatory reports on behalf of Jack County for the Securities & Exchange Commission. Commissioner Cozart made the motion for execute the contract for services. A second to the motion was made by Commissioner Brock and the motion passed.

DIVERSIFIED LAND MANAGEMENT

Larry Roberds with DLM / Pioneer Natural Resources addressed the Court regarding charges the county charges for them to run their seismic lines across county roads. He asked the Court to consider putting a cap on the amount they could be charged for the permits. Commissioner Cozart expressed that he felt that it would not be fair for the County to charge them less than they have charged companies in the past doing the same type of work. Commissioner Cozart made the motion to stand by the policy the County already has. Second was made by Commissioner Brock. The motion passed unanimously.

CONSENT AGENDA ITEMS:

- (a) Approval of Minutes of Meeting of January 23, 2012
- (b) Authorization for use of County Road Right-of-Way by Senate Wind, LLC for Utility Crossing on 5 locations in Precinct 3;

Judge Davenport made a motion to approve Consent Agenda Items (a) and (b). Motion was seconded by Commissioner Cozart. The motion passed unanimously.

UPDATE ON COURTHOUSE REPAIR PROJECT 2011

Paul Fahrenbruck, Project Superintendent for Nedderman & Associates, handed out a rough schedule and budget to the Court. There was some discussion about the insurance claim for water damage and the repairs still to be done for completion of the project.

SHERIFF'S REPORT ON REPAIR ON SEWER PUMP, GRINDER AND GENERATOR

Deputy Mayo spoke of concerns he has about charges received from Cantwell Equipment for repairs on the generator for the Courthouse. He will call to speak with them about the last bill received and ask that someone come to speak in Commissioner's Court about this matter. Deputy Mayo gave an update on repairs / replacement of a sewer pump and grinder at the Law Enforcement Center. He will report back when he has more information and will have to ask the Court for the funds needed since these parts and repairs were not in the budget. No action was taken in this matter.

ACCEPTANCE OF THE RESIGNATION OF SHELLY CLAYTON

The Court received written resignation by Shelly Clayton effective March 1, 2012. Judge Davenport spoke of how the Election Code explained how the vacancy could be filled by Special Election held during the General Election. Judge Davenport made the Motion to accept Mrs. Clayton's resignation effective March 1, 2012. Commissioner Cozart made a second to the motion. The motion passed with a vote of 3 for and 1 against. No action was taken on appointment of interim County Clerk at this time.

CLARIFICATION OF PART TIME AND TEMPORARY RATE OF PAY

Commissioner Logan made a motion for the part time rate of pay to be an hourly rate according to the rate of pay for the position they hold not to exceed that of the highest paid in the department. The motion received a second from Commissioner Brock. The Motion passed unanimously.

Motion was made by Commissioner Logan for the temporary rate of pay to be an hourly rate according to the rate of pay for the position they hold not to exceed that of the highest paid employee in the department. The motion was seconded by Commissioner Cozart. The motion passed.

Court took a recess for lunch at 12:15 p.m. to return at 1:30 p.m.

Court went back into Open Session at 1:22 p.m.

**EXECUTIVE SESSION** compliance with Section 551.071 of the Texas Government Code, to seek the advice of its attorney regarding pending or contemplated litigation or consultation with its attorney regarding matters protected by the attorney-client privilege regarding the filing of eminent domain proceedings against Squaw Mountain Ranch Outfitters, LLC for easement to 0.66 acres or less out of the B.B.B. & C. RR Survey, Abstract No. 106 for benefit of construction of replacement bridge on Squaw Mountain Road at the West Fork of the Trinity River;

Entered into Executive Session at 1:29 p.m. and came out at 2:05 p.m.

In open session, motion was made by Commissioner Ward and seconded by Commissioner Cozart to have the County Attorney send a final offer of \$500 plus the old bridge to be moved by a contractor at the landowners cost. The motion passed unanimously.

PUBLIC FORUM

Mike Mask informed the Court that his office had received the \$6,000 settlement from Chubb Insurance for damage to a front end loader in Precinct 4 from an accident involving Field Trucking Services;

FUTURE AGENDA ITEMS

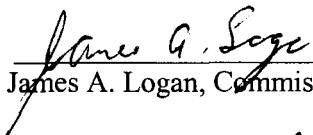
The Clerk's Office vacancy and proceedings against Squaw Mountain Outfitters, LLC will be added to a future agenda.

Various precinct operations were discussed; no action was taken on this matter.


UPDATE ON ROUND VII COURTHOUSE RESTORATION GRANT

Jack County was not awarded the grant. Judge Davenport informed the Court that he would bring copies of the breakdown of points to show the Commissioners at a later date.

There being no further business Commissioner Cozart made a motion to adjourn and was seconded by Commissioner Brock.

  
James A. Logan, Commissioner Pct. #1

  
James Brock, Commissioner Pct. #2

  
James L. Cozart, Commissioner Pct. #3

  
Terry Ward, Commissioner Pct. #4

*Mitchell G. Davenport*  
Mitchell G. Davenport, County Judge

ATTEST:

*Shelly Clayton*  
Shelly Clayton  
County Clerk

*Carla Marley*  
deputy



FILED FOR RECORD

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD ~~FEB~~ 13 2012  
TO CONSTRUCT PIPELINE OR UTILITY

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS

THE STATE OF TEXAS  
COUNTY OF JACK

BY \_\_\_\_\_ DEPUTY

NOW COMES Senate Wind, LLC, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company a permit for authorization to lay a pipeline or place a utility across and under the public roads of the County of Jack, State of Texas, conditioned as follows:

1. That said Company, in consideration for the grant by said County, does hereby agree that said pipeline/utility of the following description, crossing a county road in Precinct - 3, Jack County, Texas, at a point hereinafter indicated, will be constructed in such a manner that the construction of same will not interfere with public travel, and that no construction will begin until the Commissioner of said precinct, his agents, or employee approves said location by an on-site inspection.

DESCRIPTION AND LOCATION (Map must be attached):

**See attached maps.**

2. The Company assures the County that it has obtained authorization, if any is required, from any landowners adjoining the crossing to cross whatever portion of their land, if any, lies beneath the roadway.

3. Such pipeline/utility shall be encased, so buried, covered, constructed and maintained as not to interfere with the use and occupancy of such roads by the public or the County. That a pipeline shall be buried to the depth of at least three (3) feet below the surface of the borrow ditch, that the pipeline/utility shall be situated no closer than three (3) feet from the edge of the roadway, and that the road will be restored at the time of construction to its original condition.

4. In the event it becomes necessary to build a Farm-to-Market Road or other road across such roads, it will become the duty of said the Company to adjust its pipeline with such construction without compensation from the County.

5. If said crossing is accomplished by crossing the traveled portion of said road, then the Company agrees it shall, that at its expense, bore under the road as its means of crossing and not cut or trench said road for a crossing. Said boring shall be at a depth of at least three (3) feet below the depth of the borrow ditch.

**(Senate Wind, LLC would prefer to open trench the crossing if at all possible.)**

6. The Company shall fill and level ditches using appropriate fill material or gravel so as to return the road and/or borrow ditch in same condition as before construction so far as possible. Company shall remove any large rocks unearthed at construction at its expense.

7. The Company shall pay, at the time of application, the sum of \$500.00 for each crossing unto the Treasurer of Jack County, Texas. In the event that the permit is not granted, the application fee will be returned.

8. Said access herein granted may be assigned by the Company without further grant or procedure but grantee shall be bound by the same conditions.

9. In the event that the Company abandons its line, the Company shall remove its line from the roadway and this grant is vacated.

10. The Company is responsible to present this application to the Commissioner of the Precinct involved and obtain his signature evidencing the fact that he has seen the application and discussed the location with the Company. The Company shall then present the Application with the appropriate check to the County Judge's Office to then make arrangements for placing the matter on the Commissioners Court Agenda for approval.

11. The Company shall call the County Commissioner 48 hours prior to starting the actual work.

DATED THIS 17th day of January, 2012.

Recommended by:

APPLICANT: Senate Wind, LLC -

Phone No. (281) 210-0351 or (512) 293-7715 -

- Cozart -

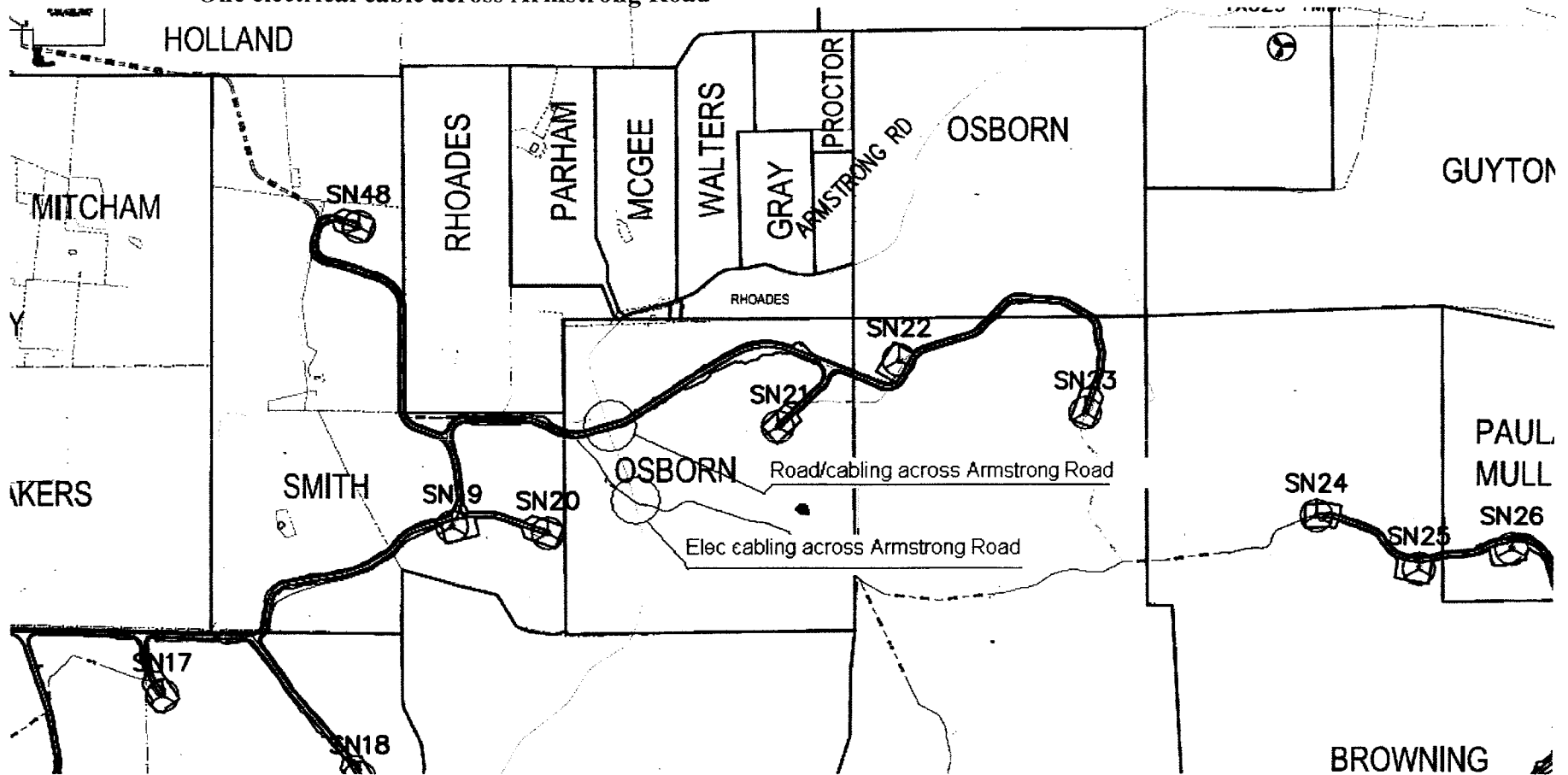
By: Wade Green, Project Developer -

COMMISSIONER:  
PRECINCT # - 3 -

APPROVED: Mitchell S. Dowling -  
County Judge of Jack County, Texas

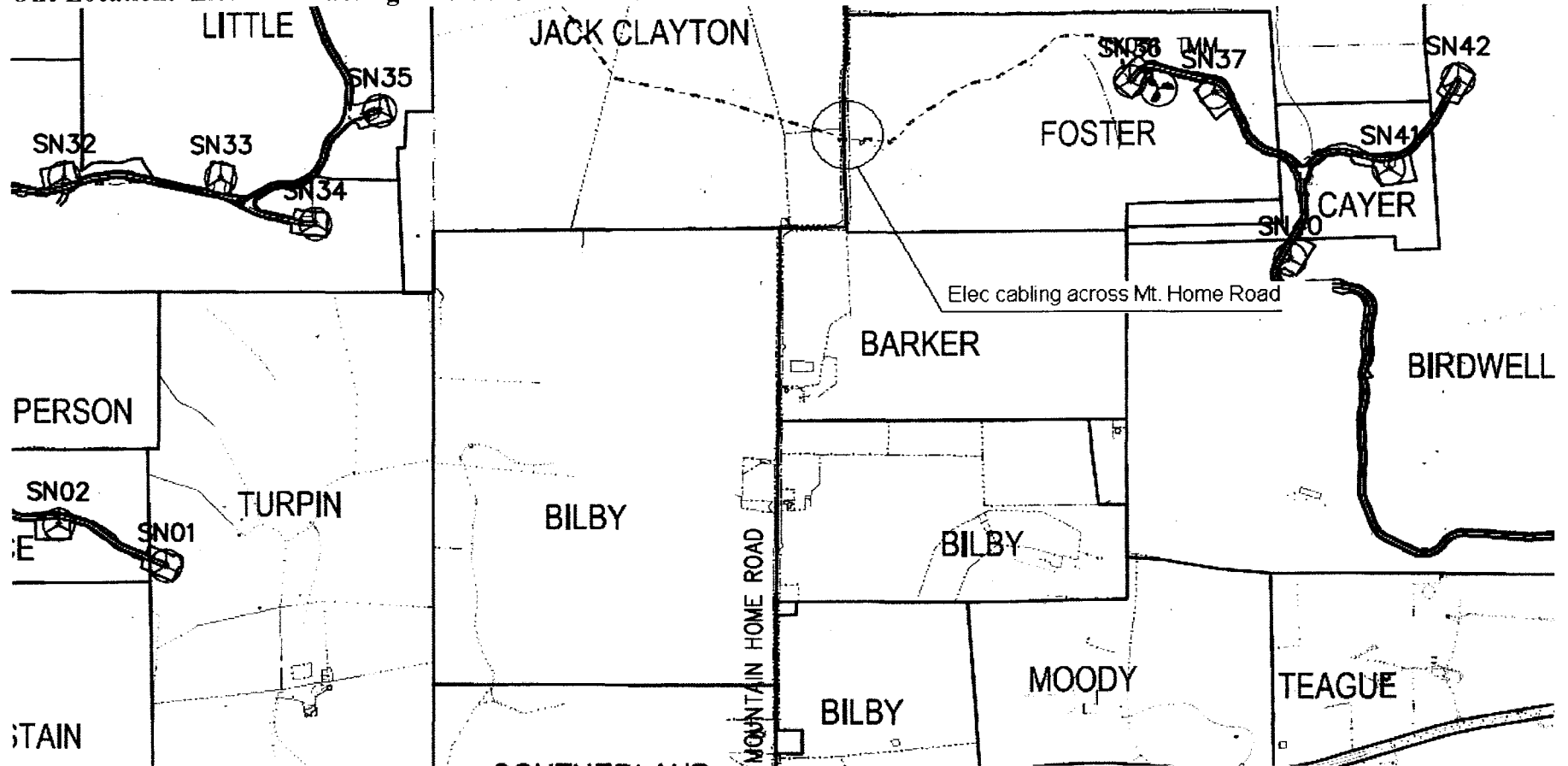
Jack County Utility Crossing Permit Application  
Senate Wind, LLC – Maps of Locations  
January 17, 2012

Two Locations: One road & electrical cable across Armstrong Road  
One electrical cable across Armstrong Road

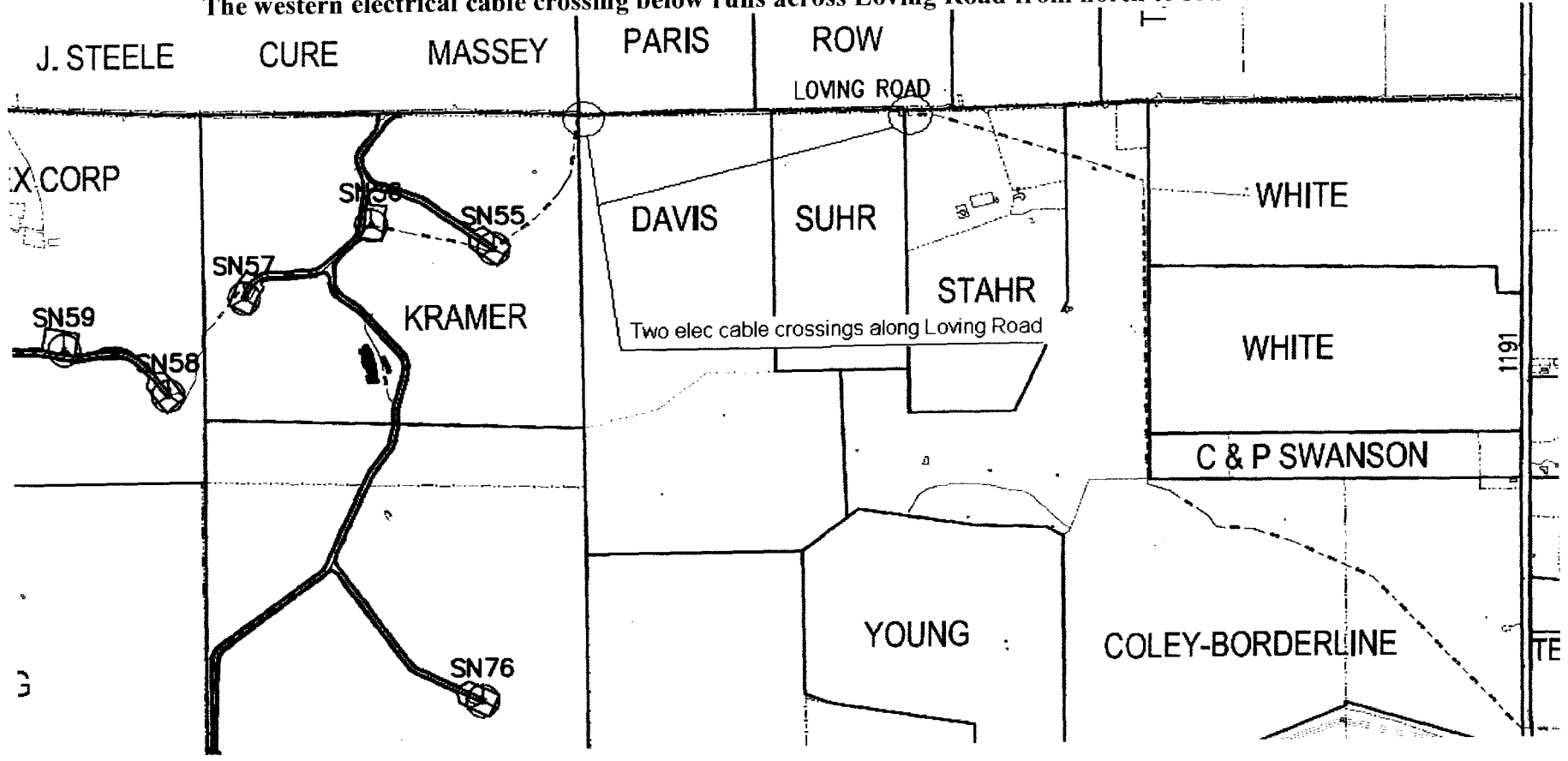




One Location: Electrical Cabling across Mountain Home Road



Two Locations: The eastern electrical cable crossing below runs across Loving Road from south to north  
The western electrical cable crossing below runs across Loving Road from north to south



**AGREEMENT  
FOR  
CONTINUING DISCLOSURE SERVICES  
BY AND BETWEEN**

**JACK COUNTY, TEXAS  
(HEREINAFTER REFERRED TO AS THE "ISSUER")**

**AND  
FSC CONTINUING DISCLOSURE SERVICES,  
A DIVISION OF FIRST SOUTHWEST COMPANY**

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

The Issuer has agreed to engage FSC Continuing Disclosure Services, a Division of First Southwest Company ("Continuing Disclosure Services"), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the "Annual Reports") and the reporting of certain specified events (the "Events"), which are set forth in the Issuer's undertakings, the Rule and in Subsection 2c. below.

This agreement (the "Agreement") between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.
2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer's continuing disclosure obligations:
  - a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;
  - b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;
  - c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and notices concerning the occurrence of the specified Events and other items listed below:
    - 1) Principal and interest payment delinquencies
    - 2) Non-payment related defaults
    - 3) Unscheduled draws on debt service reserves reflecting financial difficulties

- 4) Unscheduled draws on credit enhancements reflecting financial difficulties
  - 5) Substitution of credit or liquidity providers, or their failure to perform
  - 6) Adverse tax opinions or events affecting the tax-exempt status of the security
  - 7) Modifications to rights of security holders
  - 8) Bond calls
  - 9) Defeasances
  - 10) Release, substitution, or sale of property securing repayment of the securities
  - 11) Rating changes
  - 12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Issuer
  - 13) Tender offers
  - 14) Bankruptcy, insolvency, receivership or similar proceeding
  - 15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
  - 16) Appointment of a successor or additional trustee or the change of the name of a trustee
  - 17) Noncompliance with the Rule
- d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), which is the Municipal Securities Rulemaking Board ("MSRB"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.
- e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

- a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:
  - 1) \$2,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is exempt from requirements other than filing with the SID, or  
  
\$3,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with the SID and NRMSIR, plus
  - 2) \$100 minimum fee for assistance in preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of \$125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule.

- b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.
  - c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the issuer has a continuing disclosure obligation.
  - d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.
  - e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.
  - f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.
  - g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.
  - h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.
  - i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.
4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses) which Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs and expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

In order to provide for just and equitable contribution, if a claim for indemnification pursuant to the foregoing indemnification provision is made, but it is determined in an appropriate proceeding that such indemnification may not be enforced, even though the express provisions hereof provide for indemnification in such case, then the Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, shall contribute to the claims, damages, losses, liabilities, costs and expenses to which Continuing Disclosure Services may be subject in accordance with the relative benefits received by Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, and also the relative fault of Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, in connection with the acts or omissions which resulted in such claims, damages, losses, liabilities, costs or expenses; and relevant equitable considerations shall also be considered. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice, except that the fees for the first year's service will be invoiced and be payable upon acceptance of this Agreement.

In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

**8. Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

#### **Provision of Notices**

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Jack County, Texas  
100 Main Street  
Jacksboro, Texas 76458  
Honorable Mitchell G. Davenport  
County Judge  
Phone: (940) 567-2241  
Fax: (940) 567-5502  
Email: countyjudge@jackcounty.org

FSC Continuing Disclosure Services, a Division of First Southwest Company

325 North St. Paul Street, Suite 800  
Dallas, Texas 75201  
Attention: Julie James  
Vice President for Continuing Disclosure  
Phone: (214) 953-8701  
Fax: (214) 953-4050  
Email: julie.james@firstsw.com

**Acceptance of Agreement**

9. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

FSC Continuing Disclosure Services, a Division of First Southwest Company

By Hill A. Feinberg  
Hill A. Feinberg  
Chairman and Chief Executive Officer

By Jillie James  
Jillie James  
Vice President

Date \_\_\_\_\_

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Jack County, Texas, on this the 13<sup>th</sup> day of February, 2012.

By Michael A. Donaghy  
Authorized Representative

County Judge - Jack County, Texas  
Title



FILED FOR RECORD

\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

FEB 13 2012

SHELLY CLAYTON, County Clerk  
JACK COUNTY, TEXAS

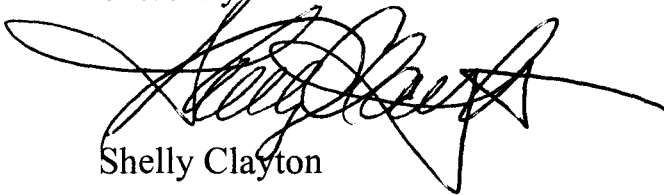
BY \_\_\_\_\_ DEPUTY

01-28-2012

Dear Commissioners and County Judge

Please accept this as my official resignation effective March 1, 2012 for the County Clerk position. I appreciate all of your unending support over the last 13 years and your friendship as well. I will always be available by phone to help with any problems or questions that arise. Thanks again for all you have done.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shelly Clayton', with a large, stylized flourish extending to the right.

Shelly Clayton

FILED FOR RECORD  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

**NORTEX REGIONAL PLANNING COMMISSION  
PROXY/ALTERNATE DESIGNATION  
2012**

FEB 27 2012

SHELLY CLAYTON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

These designations are the actions of our governing body.

**Mitchell G. Davenport**, is the designated representative from The County of Jack.

Date: February 12, 2012

In his/her absence, proxy is assigned as follows:

1. James Hogan
2. \_\_\_\_\_
3. \_\_\_\_\_

Signatures:

Mitchell G. Davenport  
James Hogan  
James Gant  
James Brant

Larry Wood  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please remit to:  
Chairman  
Nortex Regional Planning Commission  
P O Box 5144  
Wichita Falls, Texas 76307

Janice McAnear Robinson  
1927 State Hwy 59 • Jacksboro • Texas • 76458  
Home: (940) 567-5015 • Cell: (940) 507-1233 • janmcanear@hotmail.com

February 13, 2012

County of Jack  
Judge Mitchell Davenport and Commissioners  
100 N. Main, Ste. 206  
Jacksboro, Texas 76458

RE: County Clerk's Position

Dear Judge Davenport and Commissioners:

I would like to reconfirm to each of you my interest in the position of County Clerk with the recent resignation of Shelly Clayton.

As secretary to Judge Davenport for almost seven years I have learned a lot of valuable information. Our office works in some way with most offices in the Courthouse and the Sheriff's office.

I work most closely with the County Clerk's office because of Commissioners Court, Probate, and Criminal records. I have some knowledge about land records from working at Spiller & Spiller for several years. I have a computer background that will help me with the automation and election process that is used extensively in the Clerk's office.

I consider myself a responsible and dependable employee. I welcome this new challenge and the opportunity to work with a great group of employees in the Clerk's office. I am willing to give any extra time necessary to make this transition as seamless as possible for the County and the public.

Thank you for your time and consideration.

Sincerely,

  
Janice Robinson

FILED FOR RECORD  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

FEB 13 2012

JANICE ROBINSON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

FILED FOR RECORD  
\_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

FEB 13 2012

SHELLY CLAYTON, County Clerk  
JACK COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

# Jack County Courthouse

## Commissioners' Court

### Meeting #02      Date: 02.13.2012      10:00 AM

To: Judge Davenport, Commissioners, Jeff Cummings, Howard Nedderman and Paul Fahrenbruch

- Budget/Expense Estimate
 

|                                    |                    |
|------------------------------------|--------------------|
| ○ <b>Original Contract Amount:</b> | <b>\$1,397,085</b> |
| ○ CO #1-Revised Roofing Materials  | \$ 27,427          |
| ○ CO #2-Additioanl Marble Panel    | \$ 5,709           |
| ○ <b>Revised Contract Amount:</b>  | <b>\$1,430,221</b> |
| ○ Replace Penthouse Door:          | \$ 4,278           |
| ○ Additional Glass                 | \$ 4,500 e         |
| ○ Painting A/C Units               | \$ 2,710 e         |
| ○ Additional Metal                 | \$ 6,100           |
| ○ Re-grout West Steps & Seal       | \$ 1,700           |
| ○ Additional Roofing               | \$ 1,000           |
| ○ Water-proof NE corner            | \$ 1,500 e         |
| ○ Additional Charge for lift       | \$ 2,900           |
| ○ Additional Electrical on Roof    | \$ 382             |
| ▪ Total Additional Expenses        | \$ 25,070          |
| ○ Contingency                      | \$ -59,462         |
| ○ Landscape & Tree Removal         | \$ -10,300         |
| ▪ <b>Current Estimate</b>          | <b>\$1,385,529</b> |
  
- Completion Schedule
  - Temporary fencing schedule removal today (?)
  - Glass & Painting A/C -2 weeks weather permitting
  - Re-installing Electrical conduit back side of Parapet -1 day this week
  - Water-proofing NE corner-this week weather permitting
  - Replacing curb and sidewalk-3 days after NE corner complete
  - Roof inspection has been requested. Should be from 1-3 weeks as only on inspector in region
  
- Insurance Claim
  - Our contact person is Howard Stansell with Bituminous Insurance, Irving, TX
  - I have sent in all info included: Contracts, photographs, all correspondence
  - He has requested documentation from Gulf Coast
  - I have requested authorization to proceed with the refinishing of the District Courtroom Benches ASAP.