

**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 25th day of January, 2016 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.

FILED FOR RECORD

_____ O'CLOCK _____ M.

JAN 21 2016

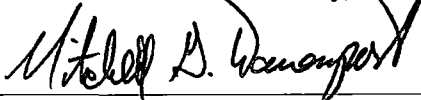
JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
 - (a) Approval of Minutes of Meetings of January 11th & January 18th, 2016;
 - (b) Review and Acceptance of Treasurer's and Auditor's Monthly Reports for period ending December 31, 2015;
 - (c) Approval/Renewal of Performance Bond for Deputy Sheriff Jimmy Campbell II;
 - (d) Approval/Renewal of Performance Bond for Reserve Constable James D. Richardson;
 - (e) Authorization for use of County Road Right-of-Way for Utility Crossings (3) by:
Road Boring – Champion Lease Service on Salt Creek – Precinct #3;
 - (f) Authorization for use of County Road Right-of-Way for Utility Crossing on
Burwick Road by Resource Water Transfer – Precinct #3;
4. **Timed Agenda:** None.
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2016 details, if any;
7. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;
8. Reports, if any, by other Department Heads;
9. Update on plan for installation of Grant-Paid Repeater – County Judge;
10. Consider adding HCSS Imaging and PDF Generator Module to Budgetary Accounting Software Plan – Lisa Perry;
11. Consider proposals by Databank to begin the process of digitizing the old deed records – County Clerk;
12. FUTURE AGENDA ITEMS; AND;
13. ADJOURNMENT.

Dated this the 21st day of January, 2016

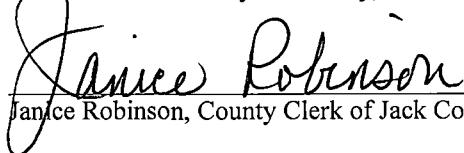
Commissioners Court of Jack County, Texas



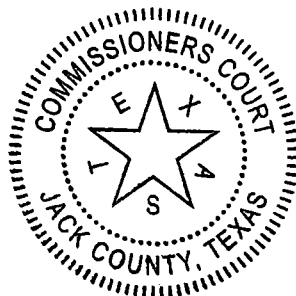
Mitchell G. Davenport, Judge of Commissioners Court

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 21st day of January, 2016, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 21st day of January, 2016



Janice Robinson, County Clerk of Jack County, Texas



MINUTES

On this the 25th day of January, 2016 the Commissioners Court of Jack County, Texas met in Regular session at 10:04 a.m. with the following elected officials present:

Keith Umphress, 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

FILED FOR RECORD

_____ O'CLOCK _____ M.

FEB 09 2016

PUBLIC FORUM

Wes Lindsey spoke on behalf of Primrose Oil explaining their products.

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer.

Commissioner Umphress made a motion to pay all the bills. Judge Davenport seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings of January 11, 2016 and January 18, 2016;
- (b) Review and Acceptance of Treasurer's and Auditor's Monthly Reports for period ending December 31, 2015;
- (c) Approval/Renewal of Performance Bond for Deputy Sheriff Jimmy Campbell II;
- (d) Approval/Renewal of Performance Bond for Reserve Constable James D. Richardson;
- (e) Authorization for use of County Road Right-of-Way for Utility Crossings (3) by: Road Boring – Champion Lease Service on Salt Creek – Precinct #3;
- (f) Authorization for use of County Road Right-of-Way for Utility Crossing on Burwick Road by Resource Water Transfer – Precinct #3;

Judge Davenport made a motion to adopt the Consent Agenda items. Commissioner Brock seconded and the motion carried unanimously.

TIMED AGENDA - None

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Roads in Precinct 2 are still pretty rough. Precinct 4 continues to use Jackson Construction for hauling rock. Precinct 1 is using Jackson Construction for larger road projects.

REPAIR PROJECT 2015

Update on Courthouse Repair Project 2015 details, if any;

Nothing new to report.

CTIF GRANT

Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;

Nothing new to report.

DEPARTMENT HEAD REPORTS

Reports, if any, by other Department Heads;

Nothing new to report.

GRANT-PAID RADIO REPEATER

Update on plan for installation of Grant-Paid Radio Repeater – County Judge;

Installation of the Radio Repeater is complete and bills have been submitted to the Auditor for payment and submitted to the State for Grant re-imbursement.

HCSS IMAGING AND PDF GENERATOR

Consider adding HCSS Imaging and PDF Generator Module to Budgetary Accounting Software Plan – Lisa Perry;

Judge Davenport made a motion to TABLE this item. Commissioner Ward seconded and the motion carried unanimously.

COUNTY CLERK DEED RECORDS IMAGING AND INDEXING PROJECT

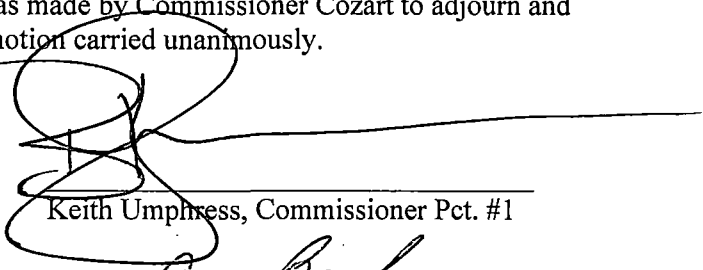
Consider proposals by DataBank to begin the process of digitizing the old deed records – County Clerk;

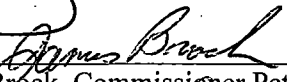
County Clerk Janice Robinson made a presentation on several proposals from DataBank to have deed record images scanned and/or indexed. Pricing is subject to change because of the estimates on pages may vary according to documents. DataBank has a state contract which eliminates the bidding process. Funds from the County Clerk's Records Management and/or Archive accounts will be used to pay for this project.

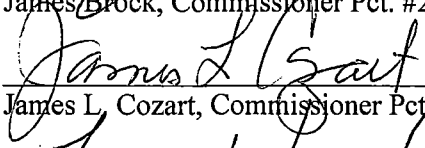
Commissioner Ward made a motion to approve an agreement from DataBank for scanning 560 Deed book record images showing volume and page. Indexing will be added showing the Grantor/Grantee and any additional necessary information by the County Clerk's office. Funds from this project will be paid for out of the County Clerk's Records Management and/or Archive accounts. Commissioner Umphress seconded and the motion carried unanimously.

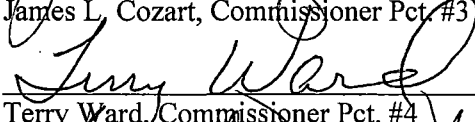
ADJOURNMENT

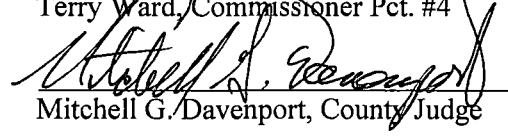
There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.
Meeting was adjourned at 11:02 a.m.


Keith Umphress, Commissioner Pct. #1



James Brock, Commissioner Pct. #2


James L. Cozart, Commissioner Pct. #3


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:

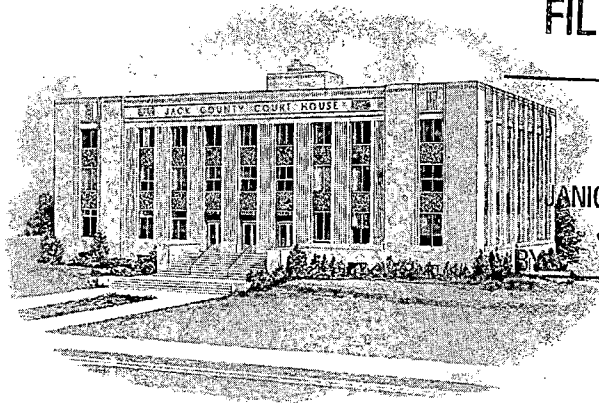

Janice Robinson, County Clerk



JAN 25 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
DEPUTY

JACK COUNTY



JACKSBORO, TEXAS

KIM GIBBY


County Treasurer
100 N. Main St., Ste. 201
Jacksboro, Texas 76458

AUDITOR & TREASURER'S CERTIFICATE

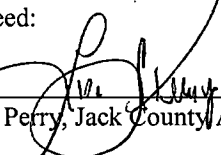
I hereby certify that the following constitutes the Jack County Treasurer's Report for the monthly period ending on Dec. 31, 2015.

This report was prepared for the purposes of comparing and reconciling the actual balances of the County's cash accounts and investments, if any, to its general ledger for the period stated.

Respectfully submitted,

-  -
Kim Gibby, Jack County Treasurer

Agreed:

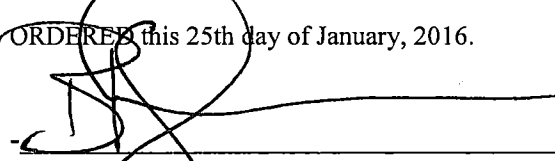
-  -
Lisa Perry, Jack County Auditor


ORDER APPROVING TREASURER'S REPORT

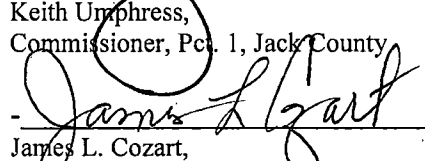
After comparing and examining the Treasurer's Report for the monthly period ending Dec. 31, 2015, and determining that the report is correct, the Court finds that the report should be approved. It is therefore ORDERED that the report is approved.

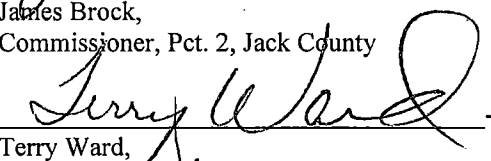
It is FURTHER ORDERED that the amounts received and paid from each fund, and the cash balance remaining in the Treasurer's custody are as indicated in the report itself.


ORDERED this 25th day of January, 2016.

-  -
Keith Umphress,
Commissioner, Pct. 1, Jack County

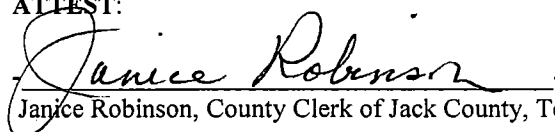
-  -
James Brock,
Commissioner, Pct. 2, Jack County

-  -
James L. Cozart,
Commissioner, Pct. 3, Jack County

-  -
Terry Ward,
Commissioner, Pct. 4, Jack County

-  -
Mitchell G. Davenport
County Judge of Jack County, Texas

ATTEST:

-  -
Janice Robinson, County Clerk of Jack County, Texas



| TREASURER'S REPORT DECEMBER 2015 | | | | | |
|----------------------------------|------------|----------------------------|------------|-----------------|----------------|
| UNCLAIMED PROPERTY ACCOUNT | | | | | |
| Date | | Description | | | Balance |
| 12/1/15 | | BEGINNING BALANCE | | \$ 6,930.19 | |
| | | Credits | | | |
| | | Debits | | \$ - | |
| | | ENDING BALANCE | 12/31/2015 | | \$ 6,930.19 |
| | | | | | |
| EXTRADITION ACCOUNT | | | | | |
| Date | | Description | | | |
| 12/31/15 | | BALANCE | | | Balance |
| | | | | | \$1,422.90 |
| | | | | | |
| | | | | | |
| 00078 ACCOUNT | | | | | |
| Date | Rec'd From | Description | | | |
| 12/31/15 | | BALANCE SHOWN ON STATEMENT | | \$ 6,495,533.47 | |
| | | Outstanding Checks | | \$ 159,279.80 | Balance |
| | | ENDING BALANCE | 12/31/15 | | \$6,336,253.67 |

| | | RECAP OF MONEY NOVEMBER 2015 | | | | | | |
|----|----------------------------|------------------------------|---------------|-----------------|---------------|---------------|---------------|-----------------|
| | Fund | Balance | Transfer | Receipts | Accts Payable | Payroll | Transfer | Balance |
| | Designation | 12/01/15 | Out | | | | In | 12/31/15 |
| | ***** | | | | | | | |
| 10 | Precinct #1 | \$ 169,264.16 | \$ - | | \$ 40,264.08 | \$ 9,380.43 | \$ 32,867.30 | \$ 152,486.95 |
| 20 | Precinct #2 | \$ 174,997.54 | \$ - | | \$ 24,017.54 | \$ 8,944.46 | \$ 36,420.57 | \$ 178,456.11 |
| 30 | Precinct #3 | \$ 331,460.53 | \$ - | | \$ 24,831.98 | \$ 9,058.01 | \$ 36,133.87 | \$ 333,704.41 |
| 40 | Precinct #4 | \$ 289,752.26 | \$ - | \$ 18.04 | \$ 23,184.60 | \$ 8,411.86 | \$ 40,708.20 | \$ 298,882.04 |
| 50 | Road & Bridge | \$ 196,019.97 | \$ 117,096.00 | \$ 198,528.07 | | | \$ - | \$ 277,452.04 |
| 51 | R&B Heavy Equipment | \$ 174,505.78 | \$ - | \$ 48,411.12 | \$ 216,297.37 | | \$ - | \$ 6,619.53 |
| 52 | CTIF Fund | \$ (190,217.97) | \$ 29,033.94 | \$ 147,411.72 | \$ 2,670.08 | | \$ - | \$ (74,510.27) |
| 53 | FEMA Fund | \$ 83,451.08 | | \$ 26,472.34 | | | \$ - | \$ 109,923.42 |
| 60 | Lateral Road | \$ 245,493.93 | \$ - | | | | \$ - | \$ 245,493.93 |
| 70 | Law Library | \$ 32,270.85 | \$ - | \$ 455.00 | \$ 250.00 | | \$ - | \$ 32,475.85 |
| 71 | Appellate Judicial System | \$ - | \$ - | \$ 65.00 | \$ 65.00 | | \$ - | \$ - |
| 72 | County Court RTA | \$ 101,958.26 | \$ - | \$ 3,400.00 | | | \$ - | \$ 105,358.26 |
| 73 | District Court RTA | \$ 2,772.46 | \$ - | \$ 110.00 | | | \$ - | \$ 2,882.46 |
| 80 | Records Preservation | \$ 9,659.98 | \$ - | \$ 130.00 | | | \$ - | \$ 9,789.98 |
| 81 | Work Program | \$ 45.17 | \$ - | \$ - | | | \$ - | \$ 45.17 |
| 82 | Guardianship Fund | \$ 3,980.00 | \$ - | \$ 40.00 | | | \$ - | \$ 4,020.00 |
| 83 | Emergency Mgmt | \$ (76,187.63) | \$ - | | | | \$ - | \$ (76,187.63) |
| 84 | CH Renovation | \$ 359,309.85 | \$ - | | | | \$ - | \$ 359,309.85 |
| 85 | CH Renovation I&S fund bal | \$ 135,886.58 | \$ - | \$ 66,192.31 | | | \$ - | \$ 202,078.89 |
| 90 | General Fund | \$ 2,727,982.40 | \$ - | \$ 993,505.54 | \$ 210,205.91 | \$ 126,851.31 | \$ - | \$ 3,384,430.72 |
| 91 | Judge's State Supplement | \$ 3,275.22 | \$ - | | | | \$ - | \$ 3,275.22 |
| 92 | Dist. & Co. Court Tech | \$ 7,129.61 | \$ - | \$ 18.10 | | | \$ - | \$ 7,147.71 |
| 93 | Probate Education | \$ 3,022.32 | \$ - | \$ 20.00 | | | \$ - | \$ 3,042.32 |
| 94 | Records Management | \$ 1,274.52 | \$ - | \$ 196.73 | | | \$ - | \$ 1,471.25 |
| 95 | Courthouse Security | \$ 136,758.79 | \$ - | \$ 574.39 | \$ 1,491.02 | | \$ - | \$ 135,842.16 |
| 96 | Justice Court Tech | \$ 23,123.95 | \$ - | \$ 141.00 | | | \$ - | \$ 23,264.95 |
| 98 | Interest & Sinking | \$ 468,893.36 | \$ - | \$ 124,339.56 | | | \$ - | \$ 593,232.92 |
| 99 | State Fines & Fees | \$ 10,272.79 | \$ - | \$ 5,998.64 | | | \$ - | \$ 16,271.43 |
| | ***** | | | | | | | |
| | TOTALS | \$ 5,426,155.76 | \$ 146,129.94 | \$ 1,616,027.56 | \$ 543,277.58 | \$ 162,646.07 | \$ 146,129.94 | \$ 6,336,259.67 |

| | | | | | | |
|--------------------------|--------------|--------------|--------------|--------------|------|---------------|
| | Pct 1 | Pct 2 | Pct 3 | Pct 4 | GF | Totals |
| Pct 1 transfer in: | \$ 32,867.30 | | | | | |
| Pct 2 transfer in: | | \$ 36,420.57 | | | | |
| Pct 3 transfer in: | | | \$ 36,133.87 | | | |
| Pct 4 transfer in: | | | | \$ 40,708.20 | | |
| GF transfer in: | | | | | \$ - | |
| R&B transfer out: | \$ 29,274.00 | \$ 29,274.00 | \$ 29,274.00 | \$ 29,274.00 | | \$ 117,096.00 |
| CTIF transfer out: | \$ 3,593.30 | \$ 7,146.57 | \$ 6,859.87 | \$ 11,434.20 | | \$ 29,033.94 |
| State Fund transfer out: | | | | | | \$ - |

Jack County
Bank Account Reconciliaton
12/31/2015

| | |
|-------------------------------------|------------------------|
| Bank Balance According to Statement | \$ 6,495,533.47 |
| Outstanding Deposits | \$ - |
| Outstanding Checks | \$ 159,279.80 |
| Balance | <u>\$ 6,336,253.67</u> |

Balance per General Ledger by Fund

| | | |
|----|----------------------------|-----------------|
| 10 | PCT. 1 | \$ 152,486.95 |
| 20 | PCT. 2 | \$ 178,456.11 |
| 30 | PCT. 3 | \$ 333,704.41 |
| 40 | PCT. 4 | \$ 298,882.04 |
| 50 | ROAD & BRIDGE C.W. | \$ 277,452.04 |
| 51 | R&B Heavy Equipment | \$ 6,619.53 |
| 52 | CTIF Fund | \$ (74,510.27) |
| 53 | FEMA Fund | \$ 109,923.42 |
| 60 | LATERAL ROADS | \$ 245,493.93 |
| 70 | LAW LIBRARY | \$ 32,475.85 |
| 71 | Appellate Judicial System | \$ - |
| 72 | County Court RTA | \$ 105,358.26 |
| 73 | District Court RTA | \$ 2,882.46 |
| 80 | Preservation fund | \$ 9,789.98 |
| 81 | Work Program | \$ 45.17 |
| 82 | Guardianship Fund | \$ 4,020.00 |
| 83 | Emergency Management | \$ (76,187.63) |
| 84 | Courthouse Renovations | \$ 359,309.85 |
| 85 | Courthouse Renovations I&S | \$ 202,078.89 |
| 90 | GENERAL | \$ 3,384,430.72 |
| 91 | COUNTY JUDGE EXCESS | \$ 3,275.22 |
| 92 | Dist. & Co. Clerk Tech | \$ 7,147.71 |
| 93 | PROBATE | \$ 3,042.32 |
| 94 | RECORDS MANAGEMENT | \$ 1,471.25 |
| 95 | COURTHOUSE SECURITY | \$ 135,842.16 |
| 96 | J.P. TECHNOLOGY | \$ 23,264.95 |
| 98 | INTEREST & SINKING | \$ 593,232.92 |
| 99 | State Fines & Fees | \$ 16,271.43 |

| | |
|----------------------------|-----------------|
| Balance per General Ledger | \$ 6,336,259.67 |
| Balance per Bank Statement | \$ 6,336,253.67 |
| Unlocated difference | \$ (6.00) |

STALE-DATED CHECK #43198 CASHED;
JNB CREDITED BACK TO ACCOUNT 1/

Jack County Auditor
Monthly Report of Account Balances
As of December 31, 2015

JAN 25 2016

JANICE ROBINSON, County Clerk
 JACK COUNTY, TEXAS

DEPUTY

| County Attorney Office | Account No. | Balance |
|---------------------------------|-------------|---------|
| County Attorney Reimbursement | 6408 | 0.00 |
| County Attorney Partial Payment | 6424 | 735.78 |
| County Attorney Fee Fund | 6416 | 894.11 |

| County Clerk Office | Account No. | Balance |
|------------------------|-------------|------------|
| County Clerk | 12874 | 29,441.94 |
| County Clerk RMF | 992283 | 127,299.04 |
| County Clerk Cash Bond | 77070 | 5,404.25 |

| County Constable Precinct 1 | Account No. | Balance |
|-------------------------------|-------------|---------|
| Jack County Constable Prect 1 | 73652 | 203.40 |

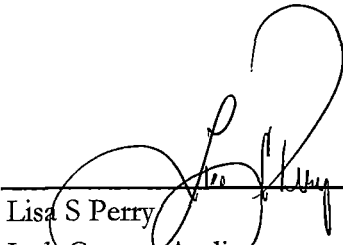
| County Tax Office | Account No. | Balance |
|---------------------------------------|-------------|------------|
| Tax Escrow | 8354 | 6.84 |
| VIT Interest | 93068 | 4,307.27 |
| Ad Valorem Tax | 1724 | 255,111.21 |
| Personal Property Penalty | 83100 | 13,066.74 |
| Secretary of State (Chapter 19 Funds) | 83925 | 4.42 |
| Highway | 1732 | 34,806.71 |
| Vehicle Inventory Tax | 14478 | 2,433.24 |
| Sales Emission | 93017 | 1,996.68 |
| Sales Tax | 1708 | 40,228.45 |
| Registration Emission | 92800 | 136.64 |

| County Treasurer Office | Account No. | Balance |
|-----------------------------|-------------|--------------------------|
| Unclaimed Property Account | 957 | 6,930. ¹⁹ |
| TEXSTAR - Jail Construction | 1190103097 | 106,867.51 |
| TEXSTAR - Jail I & S | 1190103098 | 40,931.27 |
| Extradition Account | 82562 | 1,422. ⁹⁰ |
| County of Jack | 78 | 6,336,253. ⁶⁷ |

| District Clerk Office | Account No. | Balance |
|---|-------------|------------|
| Fee Account | 67423 (CK) | 45,869.01 |
| Trust Account | 67504 (CK) | 219,701.37 |
| DC RMF Account | 991147 (MM) | 8,138.58 |
| Colonial Pacific Leasing (Registry Account) | 991546 (MM) | 81,846.52 |
| Damron (Registry Account) | 28568 (CD) | 7,898.88 |
| Griffin (Registry Account) | 25103 (CD) | 2,879.40 |
| Keeton (Registry Account) | 25783 (CD) | 2,589.48 |
| Mahorney (Registry Account) | 25784 (CD) | 18,139.86 |

| Jack County Sheriff's Department | Account No. | Balance |
|----------------------------------|-------------|-----------|
| Seized Account | 73164 | 7,963.25 |
| Dare Account | 73377 | 3,738.43 |
| Melvin F Mayo, Sheriff | 135208 | 13,537.43 |
| Commissary Account | 73849 | 38,922.28 |
| Inmate Trust Fund | 7455 | 599.70 |

| Justice of the Peace Office | Account No. | Balance |
|-----------------------------|-------------|-----------|
| Partial Payment Account | 72109 | 8,791.27 |
| Main Account | 125202 | 17,723.67 |



Lisa S Perry
Jack County Auditor

01/22/2014
Date



JACK COUNTY
ATTN LISA PERRY
100 N MAIN ST STE 202
JACKSBORO TX 76458-1746

1/4/2016

JAN 11 2016

1/11/2016

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1190103097

ACCOUNT NAME: JAIL CONSTRUCTION

STATEMENT PERIOD: 12/01/2015 - 12/31/2015

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1868%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 12/31/15 WAS ,999915.

| MONTHLY ACTIVITY DETAIL | | | | |
|-------------------------|-------------------|---------------------|--------------------|------------|
| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
| | BEGINNING BALANCE | | | 106,850.56 |
| 12/31/2015 | MONTHLY POSTING | 9999888 | 16.95 | 106,867.51 |
| | ENDING BALANCE | | | 106,867.51 |

| MONTHLY ACCOUNT SUMMARY | |
|-------------------------|------------|
| BEGINNING BALANCE | 106,850.56 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 16.95 |
| ENDING BALANCE | 106,867.51 |
| AVERAGE BALANCE | 106,850.56 |

| ACTIVITY SUMMARY (YEAR-TO-DATE) | | | |
|---------------------------------|----------|-------------|----------|
| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
| JAIL CONSTRUCTION | 0.00 | 0.00 | 92.98 |





REMOVED BY

JACK COUNTY
ATTN LISA PERRY
100 N MAIN ST STE 202
JACKSBORO TX 76458-1746

JAN 11 2016

Jack Co. Auditor's Office

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 1190103098

ACCOUNT NAME: INTEREST & SINKING

STATEMENT PERIOD: 12/01/2015 - 12/31/2015

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.1868%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 45 DAYS AND THE NET ASSET VALUE FOR 12/31/15 WAS .999915.

MONTHLY ACTIVITY DETAIL

| TRANSACTION DATE | DESCRIPTION | CONFIRMATION NUMBER | TRANSACTION AMOUNT | BALANCE |
|------------------|-------------------|---------------------|--------------------|-----------|
| | BEGINNING BALANCE | | | 40,924.80 |
| 12/31/2015 | MONTHLY POSTING | 9999888 | 6.47 | 40,931.27 |
| | ENDING BALANCE | | | 40,931.27 |

MONTHLY ACCOUNT SUMMARY

| | |
|-------------------|-----------|
| BEGINNING BALANCE | 40,924.80 |
| TOTAL DEPOSITS | 0.00 |
| TOTAL WITHDRAWALS | 0.00 |
| TOTAL INTEREST | 6.47 |
| ENDING BALANCE | 40,931.27 |
| AVERAGE BALANCE | 40,924.80 |

ACTIVITY SUMMARY (YEAR-TO-DATE)

| ACCOUNT NAME | DEPOSITS | WITHDRAWALS | INTEREST |
|--------------------|----------|-------------|----------|
| INTEREST & SINKING | 0.00 | 0.00 | 35.60 |



Texas

SCANNED



FILED FOR RECORD

O'CLOCK ____ M.

Western Surety Company

JAN 25 2016

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Jack } ss

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71741025

That we, Jimmy Joseph Campbell II, as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as
are held and bound unto Jack County Sheriff, his successors in office,
in the sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 21st day of January, 2016.

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 Deputy Sheriff in and for Jack
(Elected—Appointed)
County, State of Texas, for a term of one year commencing on the 25th day of
January, 2016.

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~~⁴

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

AND WHEREVER, 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.

AND 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 shall terminate as to subsequent acts of the Principal.

Jimmy Joseph Campbell II Principal
WESTERN SURETY COMPANY

By Paul T. Brumit
Paul T. Brumit, Vice President

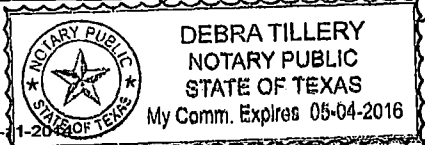
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Jack } ss

Before me, Debra Tillery on this day, personally appeared
Jimmy Joseph Campbell 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 Jacksboro, Texas,
this 25th day of January, 2016.

SEAL



Form 862-A-1-2014

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

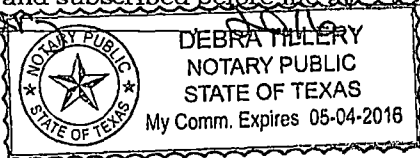
OATH OF OFFICE
(General)

I, Jimmy Joseph Campbell, II, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy 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; 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 Jimmy Joseph Campbell, II

Sworn to and subscribed before me at Jacksboro, Texas, this 25th day of January.

SEAL



Debra Hillery
Jack County, Texas

THE STATE OF TEXAS
County of Jack

The foregoing bond of Jimmy Joseph Campbell, II as Deputy Sheriff in and for Jack County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Janice Robinson
County Court Jack



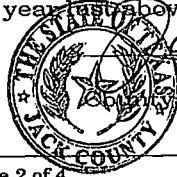
Date 1-25, 2016
Michael S. George County Judge,
Jack County, Texas

THE STATE OF TEXAS
County of Jack

I, Janice Robinson, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 21st day of January, 2016, with its certificates of authentication, was filed for record in my office the 25th day of January, 2016 at 1:45 o'clock P M., and duly recorded the 25th day of January, 2016, at 1:50 o'clock P M., in the Records of Official Bonds of said County in Volume 14, on page _____.

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

By _____ Deputy



Janice Robinson Clerk
Jack County

OFFICIAL BOND REQUIREMENTS

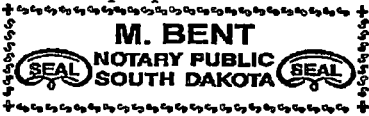
| OFFICIAL | 2. AMOUNT | 1. TO WHOM PAYABLE | APPROVED BY | Sec. of Statutes | 4. CONDITIONS |
|---|---|--|--|-------------------------|---|
| District Attorney | \$5,000. | Governor | District Judge | Gov't Code 49.002 | "in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county." |
| County Attorney | \$2,500. | Governor | Commissioners Court | Gov't Code 46.001 | "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, \$600,000 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, \$600,000 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, \$50,000 maximum | Governor | Commissioners Court | Local Gov't Code 86.001 | "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 88.002 | "faithfully perform the duties imposed by law." |
| County Public Weigher and Deputies | \$2,500 | County Judge | Department of Agriculture | Agric. Code 13.265 | "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 13.265 | "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 21st day of January, 2016, 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.



M. Bent
Notary Public

My Commission Expires March 2, 2020

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

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

STATEMENT OF ELECTED/APPOINTED OFFICER

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

I, Jimmy J. Campbell, II, 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.

1/19/2016

Date



Officer's Signature

Deputy Sheriff
Position to Which Elected/Appointed

Jack
City and/or County

Form No. 2201

FILED FOR RECORD

____ O'CLOCK ____ M.

JAN 25 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
DEPUTY

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 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 CONSTABLE COUNTY OF JACK

bond with bond number 71620895

for JAMES D. RICHARDSON

as Principal in the penalty amount not to exceed: \$10,000.00

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
Vice President Paul T. Bruflat with the corporate seal affixed this 07 day of October, 2015.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA

SS

On this 07 day of October, 2015, 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 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.

+++++
S. PETRIK
NOTARY PUBLIC
SOUTH DAKOTA
+++++

My Commission Expires August 11, 2016

S. Petrik

Notary Public



SCANNED

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 70410814 briefly described as SHERIFF COUNTY OF JACK
 _____,
 for MELVIN MAYO
 _____, as Principal,
 in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2016, and ending December 31, 2016, 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 28 day of August, 2015.



WESTERN SURETY COMPANY

By Paul T. Bruffat
 Paul T. Bruffat, 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 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 SHERIFF COUNTY OF JACK
bond with bond number 70410814
for MELVIN MAYO
as Principal in the penalty amount not to exceed: \$10,000.00

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 Vice President Paul T. Bruflat with the corporate seal affixed this 28 day of August, 2015.

ATTEST
L. Nelson
L. Nelson, Assistant Secretary

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



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 28 day of August, 2015, 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 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.



S. Petrik
Notary Public



Send Result Report



MFP

TASKalfa 4500i

Firmware Version 2LH_2F00.004.023 2012.09.07

12/30/2015 18:04
[2LF_1000.004.006] [2K9_1100.002.001] [2LC_7000.004.019]

Job No.: 015257

Total Time: 0°00'25"

Page: 002

Complete

Document: Jack County Judge01525720151230180319

\$#IX#

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 70410814 briefly described as SHERIFF COUNTY OF JACK,
for MELVIN MAYO, as Principal,
in the sum of \$ TEN THOUSAND AND NO/100 Dollars, for the term beginning January 01, 2016, and ending December 31, 2016, 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.

| No. | Date and Time | Destination | Times | Type | Result | Resolution/ECM |
|-----|----------------|------------------|----------|------|--------|-----------------|
| 001 | 12/30/15 18:03 | Heathcoat, Linda | 0°00'25" | FAX | OK | 200x200 Fine/On |

FILED FOR RECORD
O'CLOCK _____ M.

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITY

JAN 25 2016

THE STATE OF TEXAS
COUNTY OF JACK

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTY

NOW COMES - Champion Lease Service, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Line crossing Salt Creek Road to tie in Brigadier Harbore well

33-112660-98-278276

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.
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 20th day of January, 2018.

Recommended by:

APPLICANT: Champion Lease Service

Phone No. 940-229-1271 -

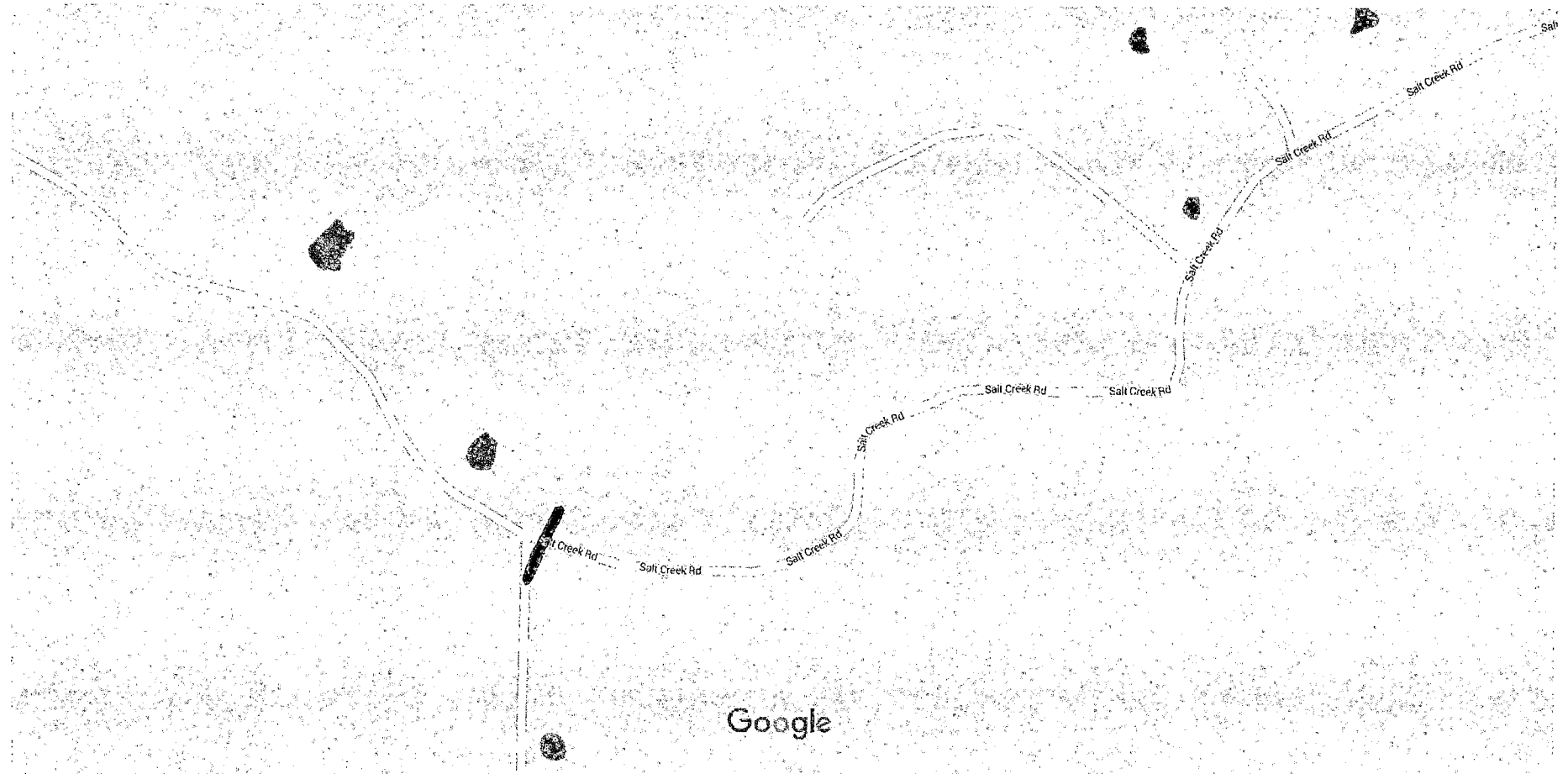
- James J. Hart -

COMMISSIONER: 0
PRECINCT # - 3 -

By: Alvin D. Taylor -

APPROVED: Michael S. Doughty -
County Judge of Jack County, Texas

Google Maps Salt Creek Rd



Map data ©2016 Google 200 ft

33.111042 -98.286526

FILED FOR RECORD

_____ O'CLOCK _____ M.

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITY

JAN 25 2016

THE STATE OF TEXAS
COUNTY OF JACK

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTY

NOW COMES - Champion Lease Service, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Wine crossing Salt Creek Rd to tie in Brigadier Harbore well

33.111537-98.282267

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.
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 20th day of January, 2015.

Recommended by:

APPLICANT: Champion Lease Service

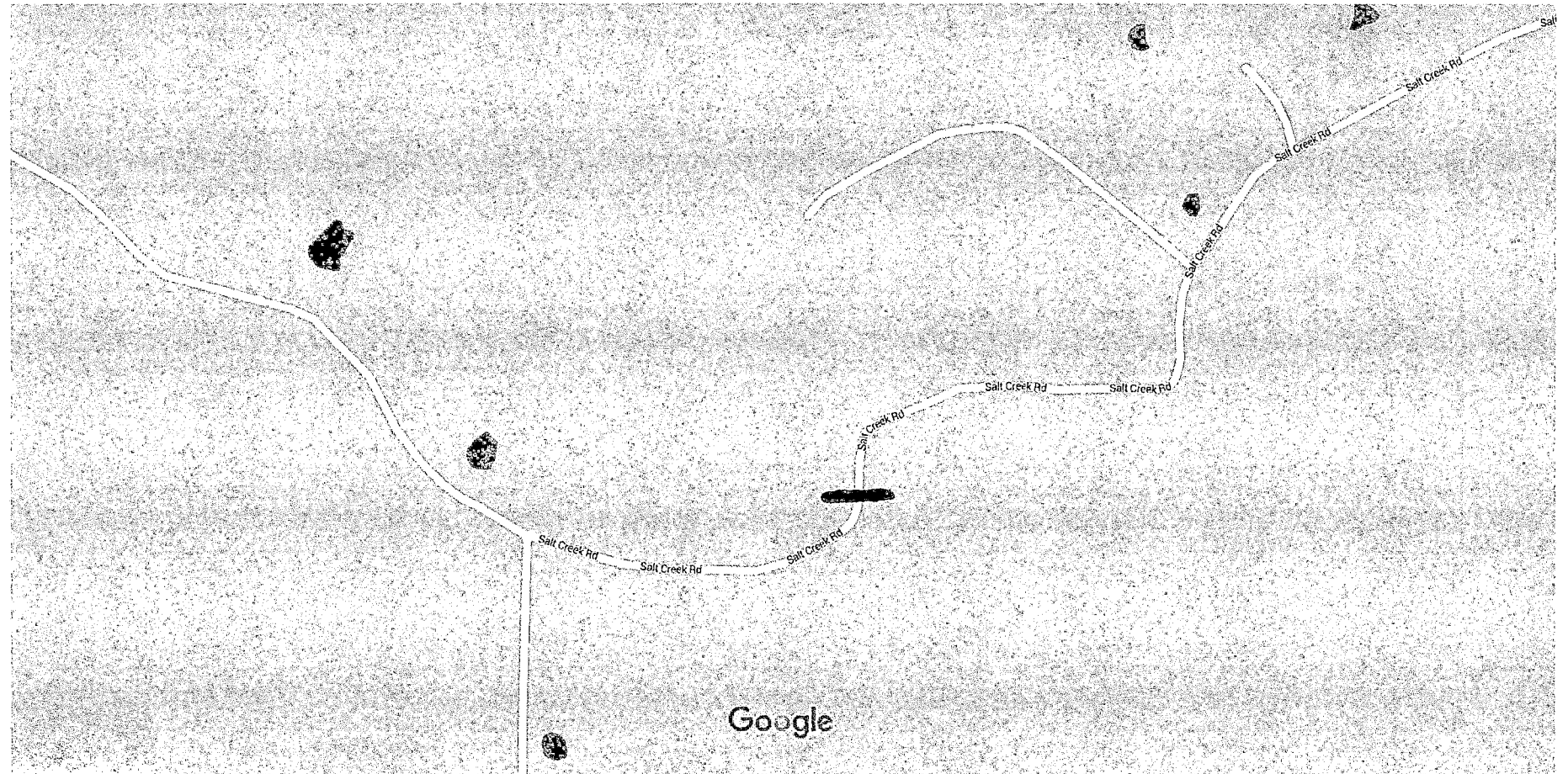
Phone No. 940-229-1271 -

- James East -
COMMISSIONER
PRECINCT # - 3 -

By: Alberta -

APPROVED: _____ -
County Judge of Jack County, Texas

Google Maps Salt Creek Rd



Map data ©2016 Google 200 ft

33.111537 - 98.282267

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD JAN 25 2016
TO CONSTRUCT PIPELINE OR UTILITYTHE STATE OF TEXAS
COUNTY OF JACKJANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTY

NOW COMES - Champion Lease Service, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

Line crossing Salt Creek Rd to be in line for Brigadier Hambone well

33.111042-98.286526

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.
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 20th day of January, 2018.

Recommended by:

APPLICANT: Champion Lease Service

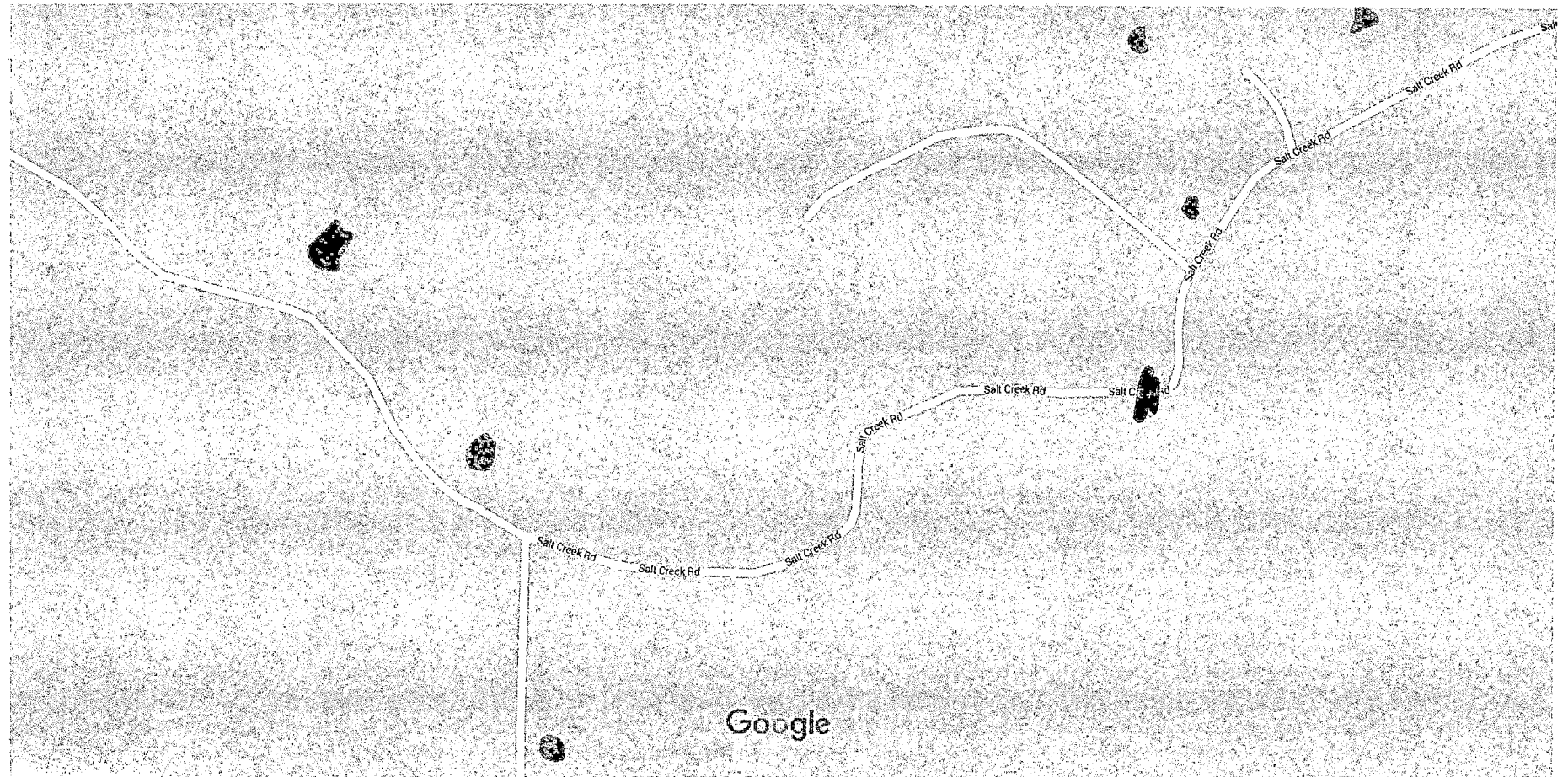
Phone No. 940-229-1271 -

James L. Galt
COMMISSIONER;
PRECINCT # - 3 -

By: Michael D. Galt -

APPROVED: _____
County Judge of Jack County, Texas

Google Maps Salt Creek Rd



Map data ©2016 Google 200 ft

33.112660-98.278276

FILED FOR RECORD
O'CLOCK _____ M.

APPLICATION FOR PERMIT TO CROSS COUNTY ROAD
TO CONSTRUCT PIPELINE OR UTILITY

THE STATE OF TEXAS
COUNTY OF JACK

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
BY _____ DEPUTY

NOW COMES - RESOURCE WATER TRANSFER, hereinafter called Company, and respectfully makes this application to the Commissioners Court of Jack County, Texas, to grant unto the Company 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. Aerial photos are not acceptable. Location should include GPS coordinates of crossing.):

*Co Rd Row crossing/access on Burwick Rd.
COORDINATES ARE AS FOLLOWS: 33°13'4.87"N
98°13'13.88"W*

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.
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 21 day of JANUARY, 2015.

Recommended by:

APPLICANT: RESOURCE WATER

Phone No. 806-664-0333

- _____ -
COMMISSIONER:
PRECINCT # - _____ -

By: Randall Elko

APPROVED: M. Stoll

S. G. Gonsinger
County Judge of Jack County, Texas



2.1 miles WEST
OF HWY 380 + BURWICK RD.
INTERSECTION

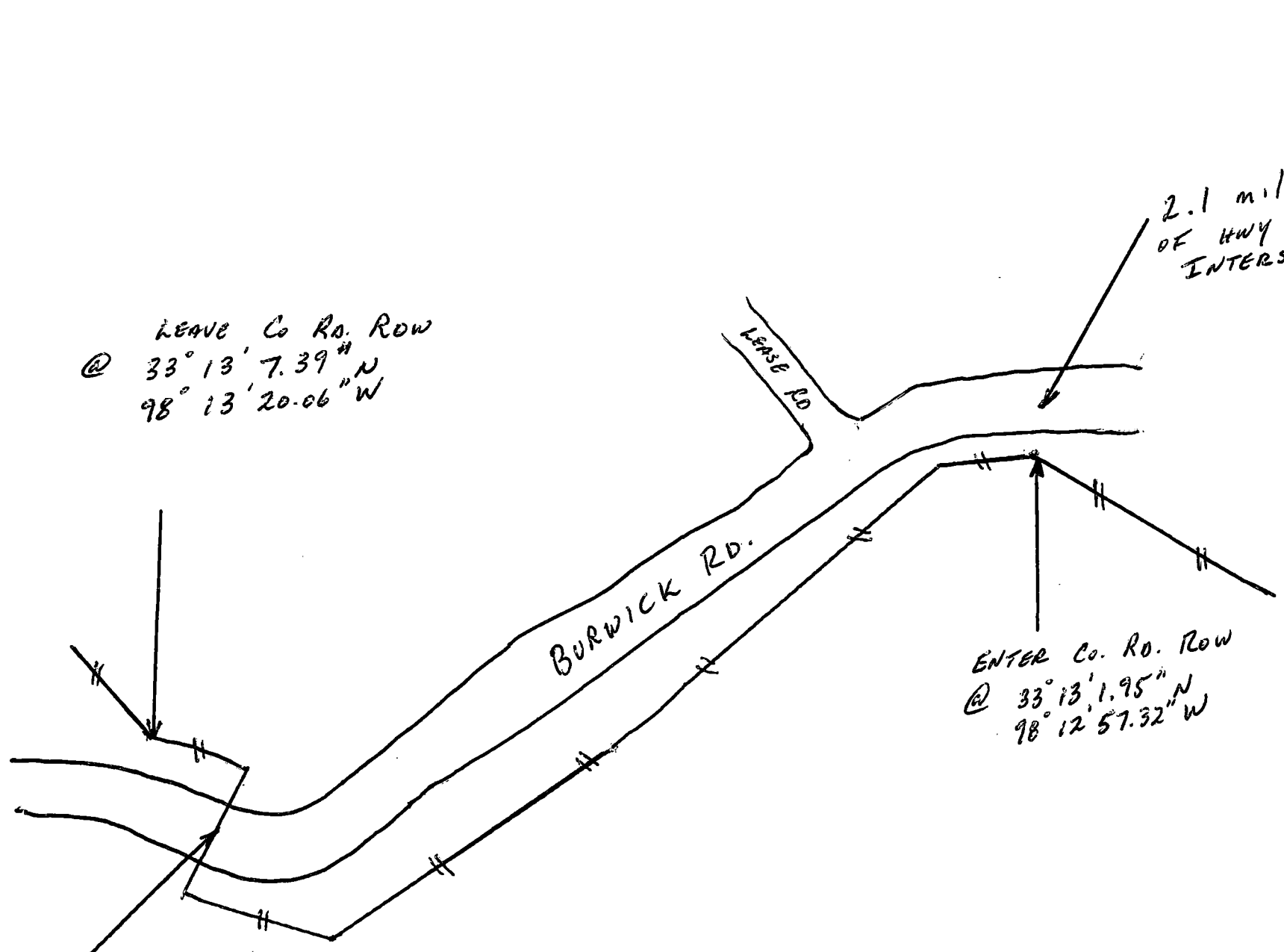
LEAVE Co. Rd. ROW
@ $33^{\circ}13'7.39''N$
 $98^{\circ}13'20.06''W$

BURWICK RD.

LEASE RD.

ENTER Co. Rd. ROW
@ $33^{\circ}13'1.95''N$
 $98^{\circ}12'57.32''W$

ROAD CROSSING - (MANNED)
@ $33^{\circ}13'4.87''N$
 $98^{\circ}13'13.88''W$



Proposal for Honorable Jan Robinson

JAN 29 2016

- JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
DEPUTY
- DVD or Hard drive copy delivered to I-Docket for import
 - Pickup and Delivery of books in 150 book batches
 - Billing is NET 30 for work performed each month.

| Deed Records | Book Size | Number of Pages | Price per page | Indexing Cost per Record | Total |
|--|------------------|-----------------|----------------|--------------------------|--------------|
| * Scanning 64 handwritten Deed Books | Legal | 40,960 est | \$.13 | | \$5,324.80 |
| Indexing Cost for Handwritten Records (1.5 pages per record estimated) | | 27,306 est | | \$2.35 | \$64,170.67 |
| * Scanning 496 Typed Deed Books | Legal | 405,640 est | \$.13 | | \$52,733.20 |
| Indexing Cost for Typed Records (1.5 pages per record estimated) | | 270,427 est | | \$1.30 | \$351,555.10 |
| * Index formatting for I-Docket recording system and import costs. | | | | | \$2,300.00 |
| * Pick and delivery of books | | | | | \$500.00 |
| Preliminary assessment Cost | | | | | \$475,783.77 |
| Optional Services Below | | | | | |
| Microfilm backup | \$75.00 per roll | | | | |

VOL/Pg

0.00 *

0.00 *

5,324.80 +

52,733.20 +

2,300.00 +

500.00 +

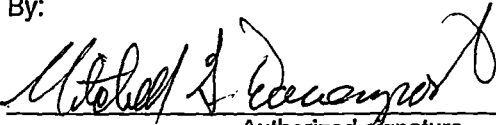
60,858.00 *

0.00 *

Agreed to:

Jack County Clerk's Office.

By:

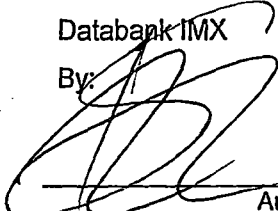

Authorized signature

Title: County Judge
Name (type or print): Mitchell G. Davenport
Date: 1-25-16

Agreed to:

Databank IMX

By:


Authorized signature

Title: Acct Manager
Name (type or print): Lane Benitez
Date: 1/29/16

**Master Agreement
Document Imaging Services and Products**

This Agreement for Document Imaging Services and Products (the "AGREEMENT") is made effective as of _____, 2016 (the "Effective Date") by and between DataBank IMX, LLC., a Delaware Limited Liability Corporation with its principal offices located at 620 Freedom Business Center #120, King of Prussia, PA 19406, ("DataBank IMX") and (JACK COUNTY CLERKS OFFICE), a (TEXAS) corporation with its principal offices located at (100 N Main St #208, Jacksboro, TX 76458) ("CUSTOMER").

WHEREAS, CUSTOMER desires to digitize certain of its documents;

WHEREAS, DataBank IMX desires to provide CUSTOMER with document imaging services and related products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

- Services/Products:** This is a master AGREEMENT to which signed statements of work ("Statements of Work") may be attached by the parties from time to time. DataBank IMX shall provide the services ("Services") and/or products ("Products") as set forth in such Statement(s) of Work, each of which shall be attached hereto as Exhibit(s) A, A.1, A.2, and so on. Each Statement of Work will be effective as of the date it is signed by an authorized representative of each party. If any term of a Statement of Work conflicts with the terms of this AGREEMENT, the terms of the Statement of Work will control. DataBank IMX will commence Services or delivery of Products in accordance with a Statement of Work.

Agreed to:

Jack County Clerk's Office.

By:

Authorized signature

Title: _____

Name (type or print): _____

Date: _____

Agreed to:

Databank IMX

By:

Authorized signature

Title: _____

Name (type or print): _____

Date: _____

FILED FOR RECORD

____ O'CLOCK ____ M.

JAN 29 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

**Master Agreement
Document Imaging Services and Products**

This Agreement for Document Imaging Services and Products (the "**AGREEMENT**") is made effective as of January 25, 2016 (the "**Effective Date**") by and between DataBank IMX, LLC., a Delaware Limited Liability Corporation with its principal offices located at 620 Freedom Business Center #120, King of Prussia, PA 19406, ("**DataBank IMX**") and (**JACK COUNTY CLERKS OFFICE**), a (TEXAS) corporation with its principal offices located at (100 N Main St #208, Jacksboro, TX 76458) ("**CUSTOMER**").

WHEREAS, CUSTOMER desires to digitize certain of its documents;

WHEREAS, DataBank IMX desires to provide CUSTOMER with document imaging services and related products;

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2. **Pricing/Schedule of Charges:** The prices CUSTOMER agrees to pay DataBank IMX for Services and Products shall be set forth in the applicable Statement of Work.
3. **Payment Terms for Products and Services:** CUSTOMER agrees to pay for all Services and Products within **Thirty (30) days of receipt of an invoice from DataBank IMX.** CUSTOMER further agrees that amounts outstanding over forty five (45) days shall incur a service charge from the due date of 1 ½% per month (18% per year) (or if lower, the highest rate permitted under applicable law).
4. **Taxes:** CUSTOMER shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local government entity on the transactions contemplated by this AGREEMENT, excluding only taxes based solely upon DataBank IMX's income. When DataBank IMX has the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by CUSTOMER unless CUSTOMER provided DataBank IMX with a valid tax exemption certificate authorized by the appropriate taxing authority.
5. **Term:** The term of this AGREEMENT shall be for two (2) years from the Effective Date (the "**Initial Term**"), which term may be extended to the extent a Statement of Work is in effect. The parties may renew the term of this AGREEMENT for successive one (1) year terms upon their written agreement. DataBank IMX shall, within thirty (30) days of expiration or termination of this AGREEMENT, deliver to CUSTOMER all deliverables created under outstanding Statements of Work.
6. **Termination:** This AGREEMENT may be terminated as follows:

If CUSTOMER fails to make any undisputed payment hereunder, and fails to cure such breach within thirty (30) days after receiving written notice from DataBank IMX, then DataBank IMX may immediately and without further notice, terminate this AGREEMENT and declare all sums due and to become due hereunder, immediately payable.

 - 3.1.1 **If either party materially breaches any term or condition of this AGREEMENT and fails to cure such breach within sixty (60) days after receiving written notice of the breach, the non-breaching party may terminate this AGREEMENT on written notice at any time following the end of such sixty (60) day period.**
 - 3.1.2 **If CUSTOMER elects to terminate this AGREEMENT for any reason, at any time following the first anniversary by providing at least ninety (90) days written notice.**
 - 3.1.3 **Either party may terminate this AGREEMENT immediately upon notice of appointment of a receiver, or an assignee for the benefit of creditors of the**

other party, or in the event of any insolvency of the other party, except as may be prohibited by applicable bankruptcy laws.

7. **Intellectual Property Infringement.** DataBank IMX will indemnify, defend and hold harmless CUSTOMER, its affiliates, and their respective officers, directors, employees and agents against any and all liabilities loss, damage or expenses (including reasonable attorney's fees), to the extent such liabilities, loss, damage, or expenses are based upon a claim that Services or Products infringe upon the rights of third parties, including any trademark, copyright, or patent right.
8. **Limits of Liability:** DataBank IMX shall have no liability for the loss, damage or destruction of documents or data received from CUSTOMER, except to the extent caused by the gross negligence of, intentional misconduct of, or breach of this AGREEMENT by DataBank IMX. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT. Each party's liability hereunder shall be limited to its direct damages up to the amount of the fees paid by CUSTOMER to DataBank IMX hereunder.

DATABANK TAKES COMMERCIALY REASONABLE STEPS TO DESIGN ITS SOFTWARE TO PROTECT THE SECURITY OF DATA SUBMITTED BY USERS, BUT IT DOES NOT AND CANNOT GUARANTEE THAT ITS SOFTWARE IS 100% SECURE FROM HACKING OR UNAUTHORIZED ACCESS. FURTHER, DATABANK DOES NOT CONTROL THE SERVERS ON WHICH ITS PORTAL WILL BE HOSTED, OR THE COMPUTERS, DEVICES, OR THE INTERNET OVER WHICH USERS MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION. DATABANK THEREFORE CANNOT PREVENT INTERCEPTIONS OR COMPROMISES TO USER DATA WHILE IN TRANSIT TO PROVIDER, NOR CAN DATABANK PREVENT ALL UNAUTHORIZED ACCESS TO [CUSTOMER'S] COMPUTER NETWORKS OR THE DATA STORED ON [CUSTOMER'S] COMPUTER NETWORKS. DATABANK MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED BY MEANS OF DATABANK'S SOFTWARE OR PORTAL. [CUSTOMER] UNDERSTANDS AND ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS COMPUTER NETWORKS, AND IT AGREES TO DEFEND AND INDEMNIFY DATABANK AGAINST ANY THIRD PARTY CLAIM BROUGHT AGAINST DATABANK THAT ARISES FROM OR RELATES TO HACKING, A BREACH OF SECURITY, OR OTHER UNAUTHORIZED ACCESS TO DATA SUBMITTED THROUGH DATABANK'S SOFTWARE OR PORTAL.

9. **Confidentiality:** Each party (the "Recipient") acknowledges that it has or may be exposed to confidential and proprietary information of the other party (the "Disclosing Party"). For purposes of this AGREEMENT, "Confidential Information" shall mean any confidential or proprietary information of a Disclosing Party that is marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature, and includes, without limitation, trade secrets, technical information, business and product information, and information regarding, third-

party suppliers and customers. Confidential Information shall not include (i) information already known or independently developed by the Recipient without reference to the Disclosing Party's Confidential Information; (ii) information in the public domain through no wrongful act of the Recipient; (iii) information received by the Recipient from a third party who was free to disclose it without obligation to the Disclosing Party or any third party; or (iv) information disclosed by the Recipient as required by law, provided that the Recipient provides the Disclosing Party with prior notice in sufficient time before disclosure, so that a reasonable protective order may be sought. Except as expressly authorized by the Disclosing Party, the Recipient shall not disclose the Disclosing Party Confidential Information to any person or entity, except to the Recipient's employees or agents having a "need to know", and shall not use the Disclosing Party's Confidential Information for purposes other than performing this AGREEMENT. The Recipient and its personnel shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as the Recipient uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

- 10. Notices:** Written notices under this AGREEMENT may be given by personal delivery, by registered or certified mail, postage prepaid, return receipt requested, or by commercial carrier requesting overnight delivery. Notices shall be deemed communicated upon receipt. Notices to CUSTOMER shall be delivered to County Clerk, 100 N. Main St, Ste 208, Jackson, TX 76458, Attention: Jan Robinson, with a copy to Attention: Legal Department (Contracts). Notices to DataBank IMX shall be delivered to DataBank IMX LLC., 620 Freedom Business Center #120, King of Prussia, PA 19406, Attention: Contract Compliance Administrator with copy to DataBank IMX LLC., (Insert DataBank regional address) .
- 11. Assignment:** This AGREEMENT may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Either party may assign this AGREEMENT in whole to an affiliate, or in connection with the transfer or sale of all or substantially all of its business or business unit to which this AGREEMENT pertains, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this AGREEMENT.
- 12. Arbitration:** Any controversy or claim arising out of this AGREEMENT, or alleged breach thereof, shall be settled by binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.
- 13. Attorney's Fees:** If any action is brought to enforce or interpret the terms of this AGREEMENT, whether in court or other tribunal, in each case having jurisdiction, the prevailing party shall be entitled to an award of reasonable attorney's fees

and costs in addition to any other relief granted.

14. **No Waiver:** All rights and remedies conferred under this AGREEMENT or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision of this AGREEMENT.
15. **Governing Law:** This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.
16. **Parties Relationship:** Nothing in this AGREEMENT shall be construed as creating any joint venture, partnership or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, employee or agent of the other.
17. **Successors and Assigns:** This AGREEMENT shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns.
18. **Severability:** If a court or other tribunal, in each case having jurisdiction, holds any provision of this AGREEMENT to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions shall not be affected.
19. **Counterparts:** This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Change in Scope.** CUSTOMER hereby acknowledges that the rates and charges for the Services within a Statement of Work are based upon, among other factors, the Assumptions set forth on such Statement of Work. DataBank IMX, therefore, reserves the right to change its rates and charges to CUSTOMER under any given Statement of Work if the Assumptions are materially different than the circumstances presented by the CUSTOMER. In the event CUSTOMER requests any change in the Services after execution of any given Statement of Work, the parties may agree to modify the Statement of Work to reflect such changes. If the changes impact labor, materials, time or other direct or indirect costs, then new prices will be mutually determined by DataBank IMX and CUSTOMER. The parties agree that DataBank IMX shall not be required to perform any additional or modified Services until such time as the parties shall have executed and delivered to the other written amendments to the Statement of Work (including its pricing schedule and payment terms) to reflect such additional or modified Services.

- 21. Warranties:** DataBank IMX warrants to CUSTOMER that: (i) all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DataBank IMX' employees, independent contractors or agents assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this AGREEMENT; and (ii) all Products provided by DataBank IMX hereunder will be free from material defects and perform substantially in accordance with their documentation, and DataBank IMX shall promptly correct any Product errors or malfunctions at no charge to CUSTOMER, and if DataBank IMX is unable to correct such errors or malfunctions, then it shall reimburse CUSTOMER the amounts paid for such Product. Except for the foregoing, DataBank IMX makes no warranties, including warranties of fitness or merchantability.

DATABANK TAKES COMMERCIALY REASONABLE STEPS TO DESIGN ITS SOFTWARE TO PROTECT THE SECURITY OF DATA SUBMITTED BY USERS, BUT IT DOES NOT AND CANNOT GUARANTEE THAT ITS SOFTWARE IS 100% SECURE FROM HACKING OR UNAUTHORIZED ACCESS. FURTHER, DATABANK DOES NOT CONTROL THE SERVERS ON WHICH THE (CUSTOMERS) PORTAL WILL BE HOSTED, OR THE COMPUTERS, DEVICES, OR THE INTERNET OVER WHICH USERS MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION. DATABANK THEREFORE CANNOT PREVENT INTERCEPTIONS OR COMPROMISES TO USER DATA WHILE IN TRANSIT TO PROVIDER, NOR CAN DATABANK PREVENT ALL UNAUTHORIZED ACCESS TO [CUSTOMER'S] COMPUTER NETWORKS OR THE DATA STORED ON [CUSTOMER'S] COMPUTER NETWORKS. DATABANK MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED BY MEANS OF DATABANK'S SOFTWARE OR PORTAL. [CUSTOMER] UNDERSTANDS AND ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS COMPUTER NETWORKS, AND IT AGREES TO DEFEND AND INDEMNIFY DATABANK AGAINST ANY THIRD PARTY CLAIM BROUGHT AGAINST DATABANK THAT ARISES FROM OR RELATES TO HACKING, A BREACH OF SECURITY, OR OTHER UNAUTHORIZED ACCESS TO DATA SUBMITTED THROUGH DATABANK'S SOFTWARE OR PORTAL..

- 22. Survival:** The terms and provisions of this AGREEMENT that, by their sense and context, are intended to survive the completion or termination of this AGREEMENT shall so survive the completion of performance and termination of this AGREEMENT, including, without limitation, Sections 6 through 23.
- 23. Publicity:** Neither party shall publish any advertising, marketing, sales promotion or other publicity matter relating to products furnished or services performed or contemplated by this AGREEMENT wherein the other party, its affiliates, or the names of their respective customers or personnel, are mentioned, without such other party's prior written approval.
- 24. Entire Agreement:** This AGREEMENT, including any executed Statements of Work, constitute the entire AGREEMENT between CUSTOMER and DataBank IMX regarding its subject matter and may be amended only by a writing executed

by both. This AGREEMENT supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this AGREEMENT. No amendment or modification to this AGREEMENT and no waiver of any provision shall be valid unless in writing and signed by both parties. If either party issues a purchase order, invoice, sales acknowledgement, memorandum or other instrument hereunder, such instrument shall be for such party's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify or add to the terms and conditions of this AGREEMENT.

25. Attachments: The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

3.1.4 Exhibit A (Statement of Work for Document Conversion Services, Document Storage Services and DataBank Online Hosting Services)

3.1.5 Exhibit B (Pricing Schedule)

Additional documents such as Change Orders and/or Evidentiary Attachments to the Statements of Work for additional Document Conversion and/or Scanning Services, etc. may be subsequently attached to this AGREEMENT when duly executed and approved by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective, duly authorized representatives, as of the Effective Date.

(JACK COUNTY CLERKS OFFICE)

DataBank IMX LLC

Signature: Mitchell G. Davenport

Signature: [Signature]

Name: Mitchell G. Davenport

Name: Alice G. [Signature]

Title: County Judge

Title: Acc. Manager

Date: 1-25-16

Date: 1/29/16