

11,900

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

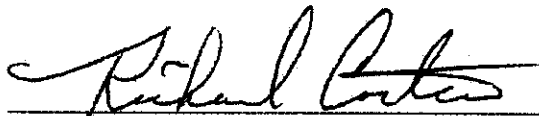
COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

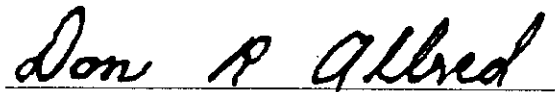
Kenneth Thornton
Hunt County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2010



Richard Cortese, Chairman
Commissioners Education Committee



Don R. Allred, President
County Judges and Commissioners
Association of Texas

JENNIFER LAENZLE
By County Clerk Hunt County, Tex.

MAR 28 2011

FILED FOR RECORD
at 10:15 o'clock P M

11,900
COUNTY JUDGES & COMMISSIONERS
ASSOCIATION OF TEXAS

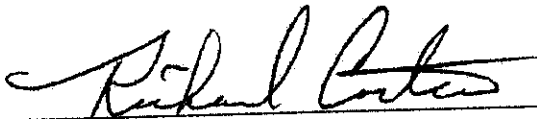
COMMISSIONERS EDUCATION
CERTIFICATE OF COMPLETION

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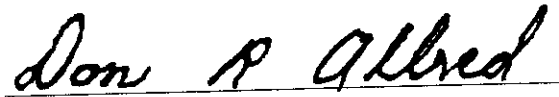
Larry Middlebrooks
Hunt County Commissioner

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2010



Richard Cortese, Chairman
Commissioners Education Committee



Don R. Allred, President
County Judges and Commissioners
Association of Texas

FILED FOR RECORD
at 10:12 o'clock P M
MAR 28 2011
JENNIFER ANDERSON
County Clerk, Hunt County, Tex.

11,900

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Jim Latham

Hunt County Commissioner

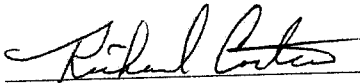
By: Richard Cortese
County Clerk, Hunt County, Tex.

MAR 28 2011

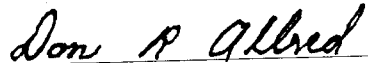
FILED FOR RECORD
at 11:05 o'clock M

*has successfully completed the continuing education
provisions of Article 81.0025 of the
Texas Local Government Code*

2010



Richard Cortese, Chairman
Commissioners Education Committee



Don R Allred, President
County Judges and Commissioners
Association of Texas

11,901

PROCLAMATION

Child Abuse Prevention Month

April 2011

FILED FOR RECORD
at 10:12 o'clock
MAR 28 2011
By County Clerk JENNIFER LINDENZWEIG
Hunt County, Tex.

WHEREAS, nearly 200,000 children in Texas are reported as abused or neglected each year; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

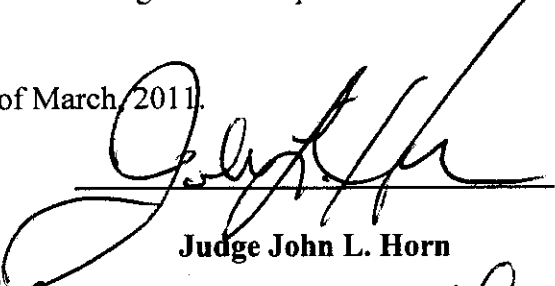
WHEREAS, communities must make every effort to promote programs that benefit children and their families;


WHEREAS, effective child abuse prevention programs succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, and the business community; and

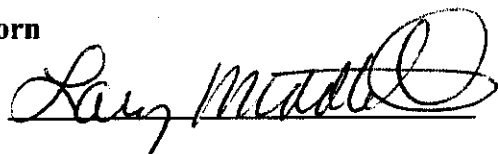
WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment;

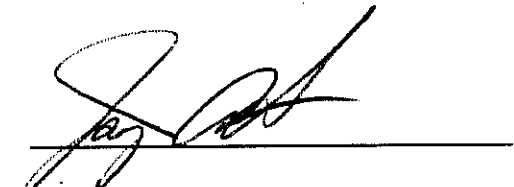
NOW, THEREFORE, BE IT PROCLAIMED, by the Hunt County Commissioners Court that the month of April 2011 be Child Abuse Prevention Month in Hunt County, and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

Passed this 28th day of March, 2011.


Judge John L. Horn

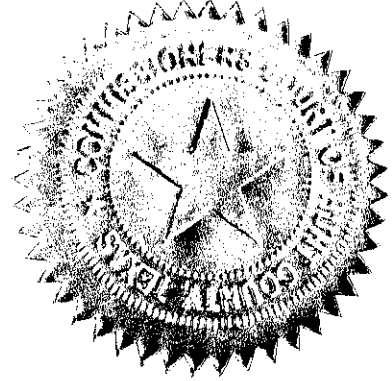

Commissioner Thornton


Commissioner Middlebrooks


Commissioner Atkins


Commissioner Latham

ATTEST: , County Clerk



MAR 28 2011

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: J. Lewis

RESOLUTION # 11,904

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT
APPROVING THE SUBMISSION OF GRANT APPLICATION TO THE OFFICE
OF THE ATTORNEY GENERAL BY THE HUNT COUNTY SHERIFF'S
OFFICE FOR THE VICTIM COORDINATOR AND LIAISON GRANT (VCLG)
PROGRAM**

WHEREAS, the Hunt County Sheriff's Office has applied or wishes to apply to the Office of the Attorney General (OAG), Crime Victim Services Division for the Victim Coordinator and Liaison Grant (VCLG); and,

WHEREAS, the Hunt County Commissioners Court has considered and supports the Application filed or to be filed with the OAG; and,

WHEREAS, the Hunt County Sheriff's Office has designated or wishes to designate Hunt County Sheriff Randy Meeks as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports, and financial reports or any other official documents related to the grant on behalf of the grantee.

NOW, THEREFORE, BE IT RESOLVED that the Hunt County Commissioners Court approves the submission of the grant application for the Victim Coordinator and Liaison Grant (VCLG) to the Office of the Attorney General, Crime Victim Services Division.

Unique Application Number: V0022-12-1356

Approved this 28th day of March, 2011

[Signature]
Judge John L. Horn

[Signature]
Commissioner Thornton

[Signature]
Commissioner Middlebrooks

[Signature]
Commissioner Atkins

[Signature]
Commissioner Latham

Attest: [Signature], County Clerk



11,905

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND**

Hunt County Sheriff Office

FILED FOR RECORD
at 10:30 o'clock
MAR 28 2011
By JENNIFER L. WENZWEIG
County Clerk, Hunt County, Tex.

FOR PARTICIPATION IN THE LAW ENFORCEMENT ANALYSIS PORTAL (LEAP)

Purpose:

The purpose of this inter-agency information sharing project is multi fold:

1. Officer Safety – provide a mechanism for patrol officers to query multiple agency databases cached in a secure LEAP database, to receive focused information prior to making contact, in table form about a vehicle, plate, or location, when those elements have been involved in weapons, assaultive, drug or gang activity.
2. Crime and Link Analysis – queries against the LEAP data cache will provide responses in summary table format, report format, or geospatially on a road map. Relationships between individuals, locations, and property are shown geospatially in a Link Chart assisting investigators in connecting the dots.
3. Additional optional hosted software tools to complement the effectiveness and efficiency of jurisdictions that request services, such as a hosted RMS which allows agencies access to hosted services at affordable prices by subscription rather than capital expenditure.
4. Other services and functionality may be added at a later date as deemed necessary by the LEAP Advisory Committee

This purpose of this Memorandum of Understanding (MOU) establishes permissions and guidelines for the use of Records Management System (RMS), Jail Management System (JMS), and other Criminal Justice data the parties agree to share with other law enforcement and public safety agencies to include but not limited to:

- Local government jurisdictions in Texas and other secure information sharing systems in other states that wish to participate and enter into this agreement.
- State agencies in Texas and other states that wish to participate and enter into this agreement.
- Federal agency units based in Texas and their specialized field units, and other agency units outside Texas who wish to participate and enter into this agreement.

Authority:

Authority for NCTCOG to enter into this MOU:

- State enabling legislation Chapter 391 – Local Government Code - "to assist local governments in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development".

Authority for local and state agencies to enter into this MOU:

- Chapter 771 – Interagency Cooperation Act – "In an interagency exchange that is exempt from the requirements of a written agreement or contract, the agencies involved shall document the exchange through informal letters of agreement or memoranda."
- Chapter 791 – Government Code – Interlocal Contracts – allows units of local government to contract with each other to perform governmental functions and services.
- Each agency entering into this MOU warrants that it has legal authority to enter into this MOU for the specified purposes.

Understandings

- a. This Memorandum of Understanding (MOU) is entered into by the North Central Texas Council of Governments (NCTCOG) and the Hunt County Sheriff (hereinafter referred to as "contributing agency"), for the purpose of participating in the Law Enforcement Analysis Portal project (hereinafter referred to as LEAP).
- b. This MOU relates to participation in the LEAP data cache. Data submitted by contributing agencies is and remains the property of the contributing agencies. Access by authorized users will be controlled and analyzed through a Gateway developed by a private security company licensed in the state of Texas. The LEAP data center will be secured consistent with FBI-CJIS guidelines.
- c. Security of authorized users will be analyzed by a private security company licensed in the state of Texas. Their analysis will report any unusual activity to the law enforcement agency holding the subscription for that user. Follow up on this report will be the responsibility of that agency, consistent with the agency's internal policies, FBI-CJIS guidelines, Code Of Federal Regulations, Title 28--Judicial Administration, chapter 1--Department of Justice, Part 20--Criminal Justice Information Systems, and Texas Government Code § 411.083. Dissemination Of Criminal History Record Information
- d. The LEAP project was approved by the Executive Board of NCTCOG on December 15, 2005. Subsequently, the LEAP Advisory Committee composed of eleven law enforcement executives from the NCTCOG region was approved by the Executive Board of NCTCOG on April 27, 2006. The purpose of the Advisory Committee is to review, modify and recommend for approval the Manual of Administrative and Operational Guidelines (MAOG), other documents as appropriate, and to network with the Texas Department of Public Safety Records Section for sharing of criminal Records Management System data, and any other data deemed appropriate by the parties.
- e. NCTCOG created LEAP as a cached repository of criminal records management system data, and other pertinent criminal justice data to be shared and analyzed among other contributing public safety agencies. NCTCOG will provide the contributing agency with technical assistance for the extraction and submission of relevant data from their automated systems to the secure LEAP Data Center if required by the contributing agency.
- f. The contributing agency retains sole ownership of and sole responsibility for the information it contributes, including but not limited to, the accuracy of the information. Receiving agencies will take no enforcement action without first verifying the current status of that information with the contributing agency.
- g. The contributing agency will submit their law enforcement Records Management System (RMS) data, and other criminal justice data to LEAP as agreed by the NCTCOG LEAP Advisory Committee and the contributing agency. The contributing agency will follow the LEAP "MAOG" for the submission, query, crime and link analysis and all other uses of contributing agencies shared information.
- h. LEAP is a law enforcement officer safety, crime and link analysis, tool and is not an intelligence analysis tool. If an Intelligence Agency accesses LEAP for analysis, that agency shall ensure that data remains law enforcement sensitive and will not insert classified data into the LEAP Data Cache.
- i. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent

required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

- j. NCTCOG shall have the authority to inspect and audit the records and operation of the contributing agency to determine compliance with this agreement, LEAP policy, procedures, and all applicable state and federal laws.
- k. NCTCOG reserves the right to immediately suspend service to the contributing agency when NCTCOG determines that this agreement or any applicable state or federal law, rule, or regulation has been violated by the contributing agency or an employee of the contributing agency. NCTCOG may reinstate the service upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations by the contributing agency.
- l. Either NCTCOG or the contributing agency may upon 30 days written notice discontinue service or participation in LEAP. NCTCOG shall not be required to give notice prior to suspending services as stated above in Paragraph (k.).

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated. A photocopy or facsimile signature is as valid as the original. This agreement is effective upon the last signature date.

FOR THE CONTRIBUTING AGENCY:

FOR NCTCOG:



Signature for Agency

Signature of Executive Director
Mike Eastland

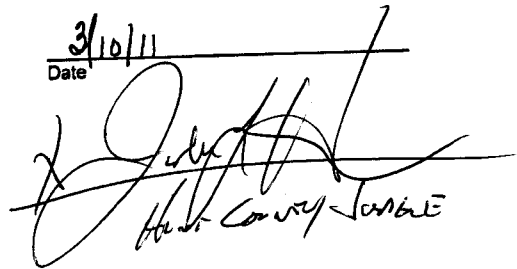
RANDY Meeks

Printed Name and Title

Date

3/10/11

Date



Julie H. Hunt
Hunt County Sheriff

#8-10

11,906

OFFICE OF
NOBLE D. WALKER, JR.
DISTRICT ATTORNEY
 Hunt County Courthouse, 4th Floor
 P. O. Box 441
 Greenville, Texas 75403-0441
 (903) 408-4180 - Telephone
 (903) 408-4296 - Facsimile

FILED FOR RECORD
 at 10:30 o'clock 7 M
MAR 28 2011
 By JENNIFER LINDENZWEIG
 County Clerk, Hunt County, Tex.

March 28, 2011

John Horn, Hunt County Judge
 Kenneth Thornton, Commissioner Pct. 1
 Jay Atkins, Commissioner Pct. 2
 Larry Middlebrooks, Commissioner Pct. 3
 Jim Latham, Commissioner Pct. 4
 Hunt County Courthouse
 Greenville, Texas 75401

Via Hand-Delivery

Re: Forfeiture Fund Expenditures - Administrative Assistant Supplement; Celeste Police Department Patrol Vehicle Video Camera; Wolfe City Police Department Spike Systems

Dear Judge Horn and Commissioners:

Please allow this letter to serve as my request for the following changes concerning expenditures from the District Attorney Forfeiture Fund:

1. Samantha Speir, Administrative Assistant- to receive a salary supplement in the gross amount of \$4,700.00 divided over fourteen (14) pay periods ending September 30, 2011.
2. Purchase of one (1) WatchGuard Video System for the Celeste Police Department; \$5,276.00. 4999.00
3. Purchase of three (3) Federal Signal 2015 Trooper Spike Systems for the Wolfe City Police Department; \$1,410.70.

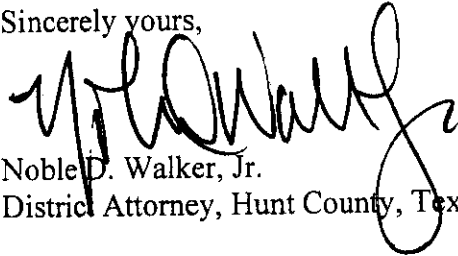
As you are aware, Article 59.06 of the Code of Criminal Procedure authorizes a District Attorney to expend forfeiture funds for the official purposes of his office related to law enforcement. Because these expenditures will come from the forfeiture fund, there will be no expense to the County for these requests.

March 28, 2011
Hunt County Commissioner's Court
Page Two

I thank you for your consideration in these matters.

With kindest regards,

Sincerely yours,

A handwritten signature in black ink, appearing to read "Noble D. Walker, Jr.", written in a cursive style.

Noble D. Walker, Jr.
District Attorney, Hunt County, Texas

NDW/
Attachments



Date: February 23, 2011

4825 East Douglas / Wichita, KS 67218 Phone 316-683-6581 Fax 316-683-8701

Lease Proposal - Abandonment

Lessee: *Attn: Chief Roger Mueller*
Company: Celeste Police Department - TX
Address: 201 N Hwy 69
City: Celeste, TX 75423-6014
Phone: 903-568-4512
Fax: 903-568-4448
Vendor: WatchGuard Video - Don Hans

Equipment Description:
 1- WatchGuard Video proposal \$ 5,276
Total Equipment Value: \$ 5,276

Basic Term of Lease:	24 Months	36 Months	48 Months
DV-1 Warranty Cost	\$250	\$560	\$945
Evidence Library Software Maintenance Cost	\$0	\$0	\$0
Evidence Library Hardware Warranty Cost	\$0	\$0	\$0
Warranted Equipment Value:	\$5,526	\$5,836	\$6,221
Lease Factor:	0.0507	0.0352	0.0266
Amount of each monthly payment:	\$280	\$205	\$165
Security Deposit:	waived	waived	waived
Documentation Fee (one time):	\$50	\$50	\$50
Total due to start lease:	\$330	\$255	\$215

End of Lease Option: At the end of the primary lease term, the equipment may be purchased for it's then **FMV (Fair Market Value)**, not to exceed **\$1.00**.

All insurance, taxes, and operating costs are for the account of the lessee.

Summation: A pro-rata billing to cover the partial month (if any) from the time of delivery to the first of the month will be rendered.

Should there be any specific areas that are not in accordance with your requirements, **Dealers Leasing, Inc.** will make their best effort to adjust them to your satisfaction. The foregoing is a proposal for discussion purposes only and does not represent a commitment to lease until approved by our credit committee and is subject to change, ammendment, or or withdrawal, and expires, if not otherwise withdrawn on a **change of rates**.

Notes: Lease includes factory warranty coverage for DV-1 systems, Evidence Library hardware, and Evidence Library Annual Maintenance for the duration of the lease.

Prepared by: *Buck Cates, Account Manager*



GT Distributors - Austin
 P.O. Box 16080
 Austin TX 78761
 (512) 451-8298

Quote	QTE0044775
Date	3/9/2011
Page:	1

Bill To:

Wolfe City Police Dept (TX)
 Attn: Accts Payable
 PO Box 106
 Wolfe City TX 75496

Ship To:

Chief Jimmy Doolin 903.496.2800
 chiefdoolin@hotmail.com
 Wolfe City TX 75496

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
STINGER	007805	DH	FACTORY DIRECT	NET 15	0/0/0000	707,946
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
3	FS-90200*	Federal Signal 2015 Trooper Spike System	EA	\$461.90	\$1,385.70	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Mike Delisi. Thank you!

Subtotal	\$1,385.70
Misc	\$0.00
Tax	\$0.00
Freight	\$25.00
Total	\$1,410.70

RESOLUTION 11,908

FILED FOR RECORD
at 10:20 o'clock
MAR 28 2011
JENNIFER LINDENZWIG
County Clerk, Hunt County, Texas

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS
COUNTY, TEXAS, REGARDING DISPOSAL OF SURPLUS COUNTY
VEHICLES.**

WHEREAS, Hunt County wants to dispose of surplus county vehicles (rolling stock) by public auction, sealed bid, trade-in or donation as allowed by the provisions of LGC §263.007 and LGC §263.152

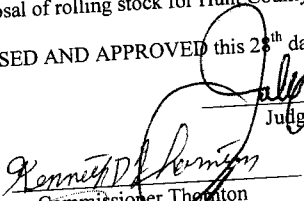
WHEREAS, Hunt County wants to maximize revenues from the sale or trade-in of all rolling stock by adopting the following guidelines:

- 1) All vehicles shall be assigned to the Purchasing Agent Salvage Fund 99-2800 and delivered to the storage area as designated by the Purchasing Agent. After placement of vehicle(s) in salvage storage area the Purchasing Department must be notified at any time any department or employee wishes to gain access to the vehicle for any reason.
- 2) All keys and key fobs will be delivered to the Purchasing Agent after placement of vehicles in designated storage area. Should keys be lost, duplicate keys will be made and the expense charged to the vehicle repair and maintenance line of the department assigned the vehicle.
- 3) Vehicles shall be delivered to designated storage area with all manufacturers equipment in place. Removal of items such as tires, spare tires, batteries, alternators, factory radios, seats, doors, hoods, trim (exterior and interior) or other like items is not permitted.
- 4) Exempt license plates shall be removed and delivered to the Hunt County Auditor's Office.
- 5) All county markings and decals shall be removed from the vehicles prior to delivery to designated storage area. Should vehicles be delivered with decals in place the expense for removal of decals will be charged to the vehicle repair and maintenance line of the department assigned the vehicle.
- 6) All police/safety equipment such as laptops, cameras, radars, light-bars, wig-wags, gun-racks, 2-way radios, cages, and/or Jotto desks shall be removed from vehicles prior to delivery. Push bars and spot lights may remain affixed to the vehicle.
- 7) All vehicles shall be delivered to the designated storage area with a recent exterior wash job. All trash, debris and personal effects shall be removed from vehicle interior, trunk and/or pick-up beds of vehicles.

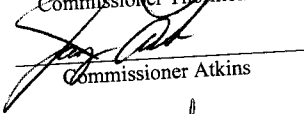
8) Due care shall be exercised when removing components from all vehicles to prevent unnecessary damage to the vehicle.

NOW, THEREFORE, BE IT RESOLVED that on this 28th day of March, 2011, the Hunt County Commissioners Courts grants the Purchasing Agent of Hunt County the authority to insure the aforementioned guidelines are adhered to in all matters regarding disposal of rolling stock for Hunt County.

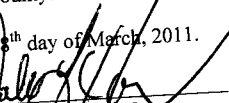
PASSED AND APPROVED this 28th day of March, 2011.



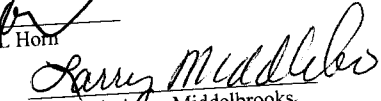
Commissioner Thornton



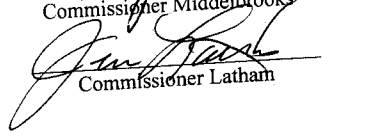
Commissioner Atkins




Judge John L. Horn

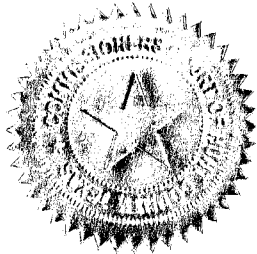


Commissioner Middelbrooks



Commissioner Latham

ATTEST:  _____, County Clerk



11,919

CAUSE NO. CC9900192

HUNT COUNTY, TEXAS

§
§
§
§
§
§

IN THE COUNTY COURT AT LAW

V.

NUMBER 1

JAMES SLEMMONS and wife, KAYE
SLEMMONS

HUNT COUNTY, TEXAS

FILED FOR RECORD
at 11:42 o'clock 11 M
MAR 28 2011
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

AGREED JUDGMENT

Hunt County (hereinafter "Plaintiff") and James and Kaye Slemmons (hereinafter "Defendants") have agreed to the entirety of this Judgment.

I.

The Defendant admits and stipulates that Plaintiff has the right to recover and condemn the property described herein; that all prior steps and due processes of law were duly, legally and timely performed; that all legal prerequisites for trial of this cause by this Court had been duly complied with; that the only issue remaining in this cause to be tried by this court is the amount of compensation due to the Defendant as a result of the condemnation of the property described in "Exhibit A" attached hereto (hereinafter "the property"); and that this Court has jurisdiction of such issue and this cause of action.

II.

From the papers heretofore filed in this cause and any agreements and stipulations made by the parties upon the trial of this cause, the Court finds:

(1) That under and by its *Petition for Condemnation* filed with the clerk of this Court, Plaintiff sought and prayed for the acquisition from the Defendant, through condemnation of the property located in Hunt County, Texas; save and except the oil, gas and sulfur which can be removed from beneath the property without any right whatsoever of ingress or egress to or from the surface of said tract of land for the purpose of exploring, developing, drilling or mining of the same.

(2) That pursuant to the *Petition for Condemnation*, the Judge appointed three disinterested freeholders of Hunt County, Texas, as Special Commissioners, who subsequently met, took their oaths of office, set a date of hearing before such Special Commissioners, and caused notice thereof to be duly served as prescribed by law, and that the Special Commissioners duly held the hearing.

(3) That upon the hearing all parties appeared, either in person or by their attorneys, and that after the hearing, the Special Commissioners made and rendered their decision and Award in writing, and filed the Award with the judge of this Court.

(4) That by the written Award, the Special Commissioners awarded to Defendant the sum of **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**.

(5) That Defendants duly and timely filed an objection and exception to the Award of Special Commissioners and caused all parties to be cited accordingly.

III.

Whereas all parties have agreed and reached a compromise agreement that the sum of **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$14,500.00)** is the additional sum to which Defendant is entitled by virtue of the condemnation of the land on the date the property was condemned. Upon due consideration, the Court finds and determines the following:

(1) All proceedings necessary to vest this Court with jurisdiction of the parties and the subject matter and the parties of this cause have been instituted, maintained and complied with as required by law; therefore, this Court has jurisdiction of the parties hereto and of the subject matter set forth in this case;

(2) Defendants are the owners in fee simple of the property. Plaintiff is condemning and acquiring the fee simple title and easement title in and to the property under and by virtue of these condemnation proceedings in accordance with Exhibit "A" attached hereto and incorporated herein. Plaintiff is authorized to condemn the property;

(3) Pursuant to the agreement of the parties, Defendant should have and recover from Plaintiff the additional sum of **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$14,500.00)**;

(4) Plaintiff should have and recover from Defendant as more specifically set forth in Plaintiff's *Petition for Condemnation*, a fee simple title and easement title in and to the property;

(5) The unpaid balance of **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$14,500.00)** is due and payable by Plaintiff to Defendant on or before the thirtieth (30th) day after this judgment is signed by the Court. Defendant shall not be entitled to post judgment interest, unless the sum is not paid by Plaintiff to Defendant within such thirty (30) day period, Defendant shall be entitled to recovery post judgment interest thereon from Plaintiff at the allowable statutory rate per annum from the date of judgment;

(6) Pursuant to the agreement of the parties, Hunt County will be responsible for taking any reasonable action to obtain sworn financial statements from Sonny Gann and Kathy Wilson in order to effect sale of the debts currently owed to Hunt County by Defendant's daughter in a manner complying with the Texas Constitution.

(7) All costs of Court incurred herein should be taxed against Plaintiff, which costs shall be paid only to the District Clerk of Hunt County, Texas.

IV.

It is therefore ORDERED, ADJUDGED, and DECREED that Plaintiff does have and recover of and from Defendant fee simple title and easement title in and to the property situated in Hunt County, Texas. Defendant has and is entitled to a total judgment from Plaintiff in the sum of **SIXTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$64,500.00)** for the interests in the property herein condemned.

V.

It is further ORDERED, ADJUDGED, and DECREED that the fee simple title to the land is hereby decreed to and vested in Plaintiff; however, there is excluded from said estate vested in Plaintiff all the oil, gas, and sulfur which can be removed from said land. The owners of such oil,

gas, and sulfur shall not have any right of ingress to or egress from the surface of said condemned land for the purpose of exploring, drilling, developing or mining of the same.

VI.

It is further ORDERED, ADJUDGED, and DECREED by the Court that Defendant does have and recovers of from Plaintiff, and Plaintiff is hereby directed to pay to Defendant, the remaining balance of **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$14,500.00)** for the land described in Exhibit "A," and as full compensation for the condemnation thereof hereunder.

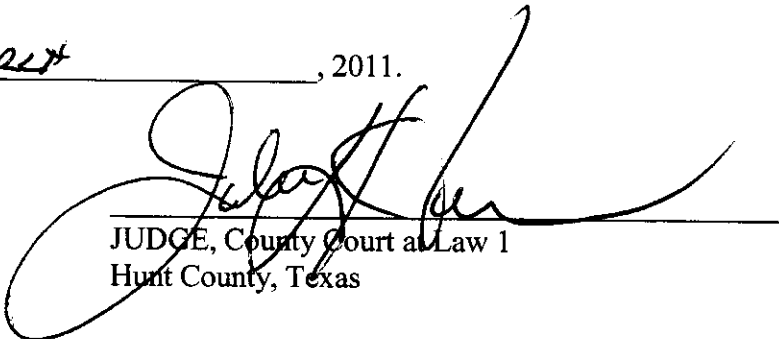
VII.

It is further ORDERED, ADJUDGED, and DECREED that upon payment by Plaintiff of the **FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$14,500.00)** due to Defendant under the terms of this Agreed Judgment, Plaintiff shall stand RELEASED and DISCHARGED of its constitutional obligation to pay such compensation for the taking of the property described in Exhibit "A," for public use.

VIII.

It is further ORDERED, ADJUDGED and DECREED that all costs of Court are hereby adjudged against Plaintiff, which costs shall be paid only to the District Clerk of Hunt County, Texas.

SIGNED this 28 day of MARCH, 2011.



JUDGE, County Court at Law 1
Hunt County, Texas

APPROVED AS TO SUBSTANCE AND FORM:

By: _____

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