

12,037

FILED FOR RECORD  
at 1:45 o'clock  
JUL 18 2011 M

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By [Signature]

IN THE COMMISSIONERS COURT OF  
HUNT COUNTY, TEXAS

ORDER ADOPTING REDISTRICTING PLAN  
FOR COMMISSIONERS COURT PRECINCTS

BE IT REMEMBERED, that on the 18 day of July 2011, came on to be considered the issue of periodic redistricting of county political boundaries. This Court has, in due time, given deliberate consideration to the legal issues and of governmental duties imposed by state and federal law. In addition, the Court has previously entered in the minutes of this Court, criteria by which any redistricting plan would be considered. The prior Order being incorporated herein by reference.

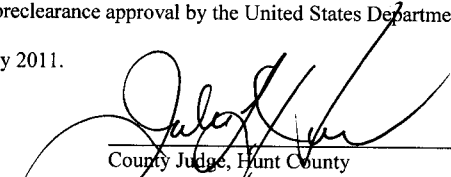
This Court has commissioned and has received an Initial Assessment by qualified professionals experienced in the field of redistricting law for the purpose of making a preliminary determination of population distribution between the four commissioners court precincts, and the obligation to comply with "one-person-one-vote" balance as required by applicable state and federal law. This assessment has been filed in the minutes of this Court, and is incorporated by this reference as Exhibit 1, Initial Assessment. A finding, based upon this assessment, recognized the legal duty to redraw political boundaries to comply with applicable law, and a copy of this finding is entered into the minutes of this court, by which reference this prior finding is incorporated into this Order of the Commissioners Court, Exhibit 2, Order Requiring Redistricting.

After convening in Public Hearing for comment upon any and all proposed plans, and after meeting in open session for the purpose of considering alternatives available to the County for modification of existing political boundaries in a manner designed to achieve both acceptable levels of numerical balance between the four commissioners court precincts, and to protect the voting rights of all residents of Hunt County, the Commissioners Court has determined to adopt the redistricting plan attached to this Order in map and data form, Exhibit 3, Proposal 2C <sup>REVISED</sup>. At a later date, this Court will receive a more complete description of this plan, including a map depiction of all new political


boundaries, polling places, election precinct boundaries, and any affect such changes in Commissioners Court precincts may have upon Justice of the Peace/Constable precincts. This supplemental order will be taken up and considered by the Court after public notice as required by law.

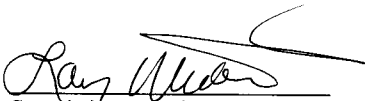
IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Redistricting Plan depicted in the maps and data attached to this Order are hereby APPROVED and ADOPTED by the Commissioners Court of Hunt County, Texas. Upon final approval of the supplemental data to be provided at a later date, a submission of this plan, along with supporting maps, charts and/or data, will be made to the United States Department of Justice pursuant to Section 5 of the Voting Rights Act of 1964, 42 U.S.C §1973. This Redistricting Plan adopted by this Order shall be effective, subject to the Department of Justice preclearance, on January 1, 2012, and for all subsequent elections until changed or modified by later Order of this Court. It is expressly understood that implementation of this plan shall not take place until the receipt of preclearance approval by the United States Department of Justice.

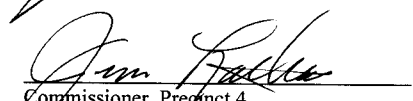
Signed this 18 day of July 2011.

  
\_\_\_\_\_  
County Judge, Hunt County

  
\_\_\_\_\_  
Commissioner, Precinct 1

  
\_\_\_\_\_  
Commissioner, Precinct 2

  
\_\_\_\_\_  
Commissioner, Precinct 3

  
\_\_\_\_\_  
Commissioner, Precinct 4

ATTEST:

  
\_\_\_\_\_  
County Clerk, Ex Officio Clerk of the  
Hunt County Commissioners Court



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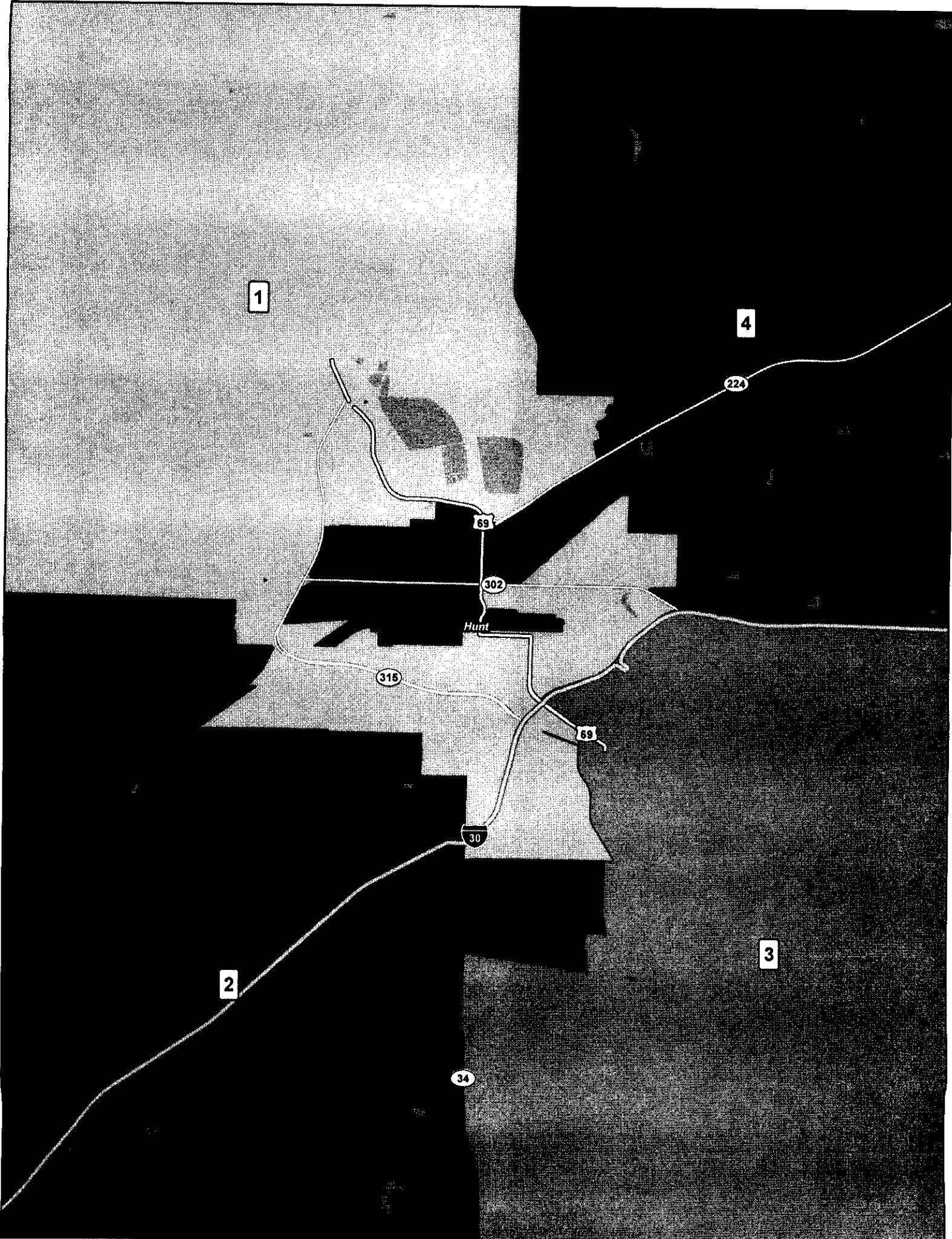
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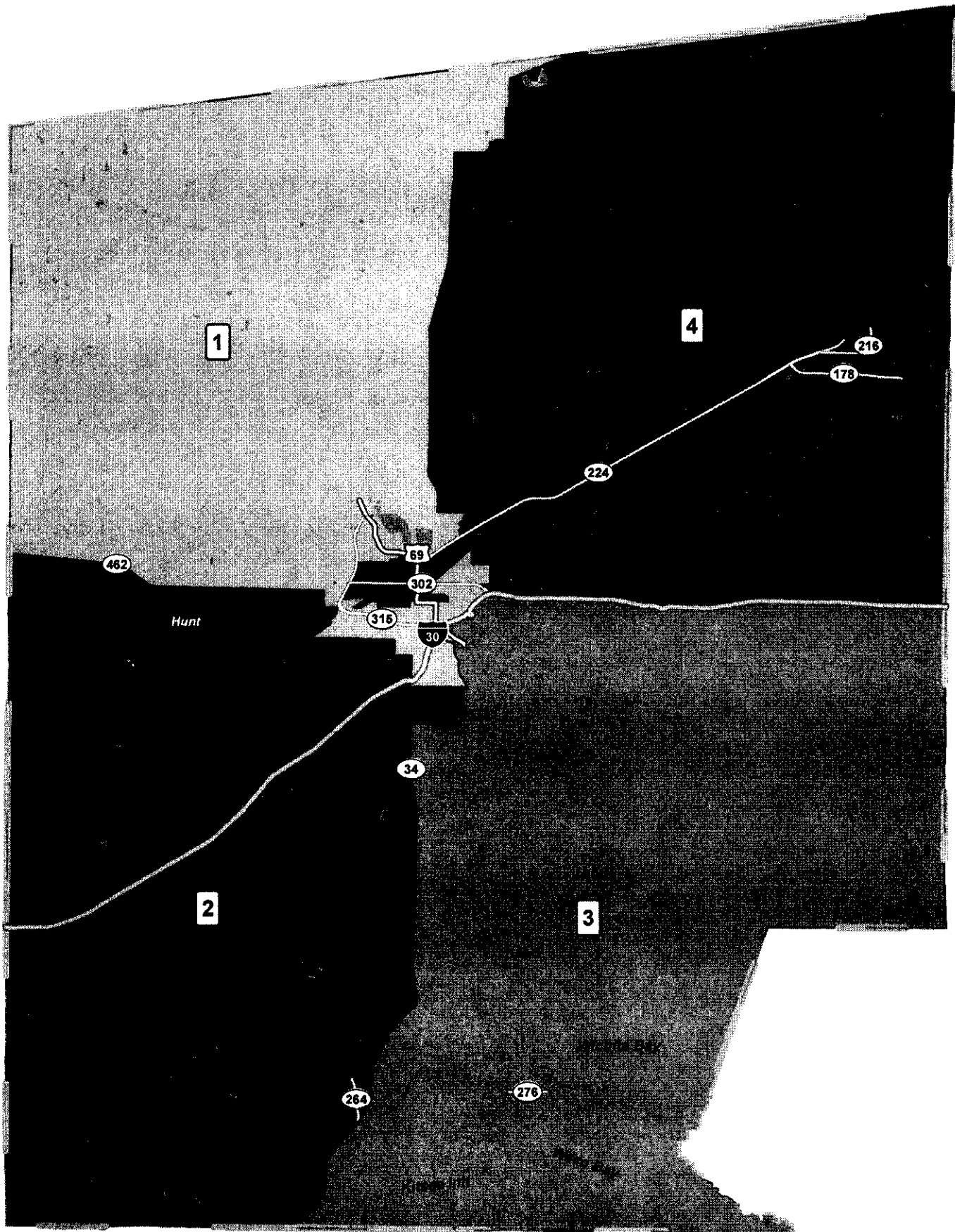
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Population Totals

DISTRICT	TAPERSONS	Target	Dev.	Difference	TAHISPANIC
1	21235	21,532	-1.4%	-297	3,103
2	21830	21,532	1.4%	298	2,619
3	21401	21,532	-0.6%	-131	1,414
4	21663	21,532	0.6%	131	4,615
Unassigned	-86129			-6976	-11751
			2.80%		

Racial Demographics

DISTRICT	TAPERSONS		TAHISPANIC	TMAIANALN	TNASIANALN	TNNHPOALN						
1	21235	15267	2199	3103	113	166	40	12	335			
	21830	18151	499	2619	171	112	8	7	263			
3	21401	18867	420	1414	170	154	12	8	356			
4	21663	12108	3858	4615	146	465	70	31	370			
Unassigned	-86129	-64393	-6976	-11751	-600	-897	-130	-58	-1324			
		0.7476344	0.08099479	0.1364348826								



Voting Age

DISTRICT	VABPERSONS	VAHISPANIC	VANALANALN	VANSANALN	VANNIHPOLN	VANORALN	VANNIWRACES		
1	15981	12137	1568	1853	91	133	29	5	167
	16030	13786	375	1505	127	79	4	5	149
3	16548	14931	291	832	129	124	11	5	225
4	16151	9728	2886	2777	106	407	44	10	193
Unassigned	-54710	-50582	-5118	-6967	-453	-743	-88	-25	-734
	1	0.6202261712	0.157802908	0.197156704					
	2	0.8614830723	0.024065184	0.084129338					
	3	0.0937407298	0.018866805	0.050726787					
	4	0.7351341552	0.119470631	0.099286923					

STATE OF TEXAS §  
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COUNTY OF HUNT §

FILED FOR RECORD  
at 9:45 o'clock P.M.  
JUL 18 2011  
By County Clerk Jennifer Landenzweig  
Hunt County, Tex.

RESOLUTION # 12,038

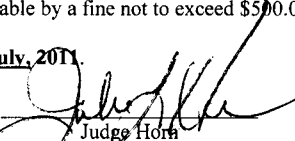
**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT  
PROHIBITING ALL OUTDOOR BURNING WITH EXCEPTIONS AS  
SPECIFIED IN THIS RESOLUTION.**

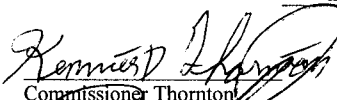
**WHEREAS**, the Commissioners Court of Hunt County, Texas, finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

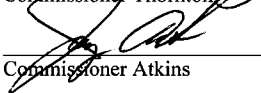
**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Commissioners Court of Hunt County, Texas that all outdoor burning is prohibited in the unincorporated area of the county for 90 days from the date of adoption of this Resolution, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service and this Court. This Resolution is adopted pursuant to the Local Government Code §352.081, and other applicable statutes. This Resolution does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of crops; or, (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code. This Resolution also does not prohibit the use of welders, cutting torches, and similar tools and machinery, nor does this Resolution prohibit any outdoor cooking activity.

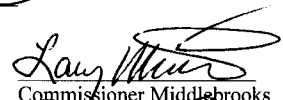
In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

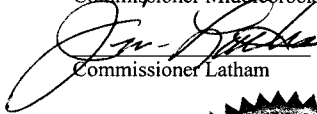
**ADOPTED** this 18<sup>th</sup> day of July, 2011.

  
\_\_\_\_\_  
Judge Horn

  
\_\_\_\_\_  
Commissioner Thornton

  
\_\_\_\_\_  
Commissioner Atkins

  
\_\_\_\_\_  
Commissioner Middlebrooks

  
\_\_\_\_\_  
Commissioner Latham

Attest:

  
\_\_\_\_\_  
Court Clerk



12,040

EMPLOYMENT CONTRACT

FILED FOR RECORD  
at 3:25 o'clock P M

JUL 18 2011

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By J. Lindenzweig

STATE OF TEXAS

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COUNTY OF HUNT

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THIS IS AN AGREEMENT between the County of Hunt, a political subdivision of the State of Texas, (hereinafter referred to as "Client") and Scott, Money, Ray & Thomas, PLLC, (hereinafter referred to as "Attorney"), whose principal office address is PO Box 1353, 2608 Stonewall Street, Greenville, Texas 75403-1353, whereby Client retains and employs Attorney to represent Client in prosecuting Client's claims, as follows:

WITNESSETH:

Client hereby employs the aforementioned Attorney, and authorizes and empowers Attorney to institute and maintain, and to prosecute any claims arising out of illegal dumping activities in the unincorporated area of Hunt County, Texas in violation of Texas law, codes, rules and/or regulations by the owners and operators of the Redline Raceway in eastern Hunt County, as well as any claims against associated persons or entities. Attorney hereby accepts said employment, and agrees to act on behalf of Client to the best of Attorney's ability. This Contract shall be subject to the following terms:

1. Definition of "Hunt County":

Our client is Hunt County, not its Commissioners Court, Commissioners, or County Judge. Out of necessity, we will abide by the wishes of the elected officials who make up the Commissioners Court, but our ethical duties will run to the County itself. All communications will be addressed to Hunt County c/o County Judge with copies to the Commissioners Court. Our representation in this matter is limited to Hunt County, and the term "Hunt County" does not include, and our representation of Hunt County does not mean, that we represent the managers, officers, or employees of Hunt County.

2. Scope of Work:

We have been hired to pursue civil penalties arising from illegal dumping activities in the unincorporated areas of Hunt County, Texas in violation of Texas law, codes, rules and/or regulations. We may accomplish our objective through any means available, including litigation

and/or mediation. Our engagement is limited to providing legal services and does not include accounting, financial, management, or other non-legal services.

3. Conflicts of Interest:

Our investigations have identified several parties that are potentially adverse to Hunt County. We have checked our conflict of interest records and have found no indication of any current or prior representation that would be a conflict with any of these parties. If during the course of our representation you become aware of any other person or entity with interests adverse to Hunt County's in connection with illegal dumping matters, please promptly advise us so that we can check our records for any conflict.

Additionally, we represent many other companies and individuals. It is possible that during the time that we are representing Hunt County, some of our present or future clients will have disputes or transactions with Hunt County. This contract constitutes the agreement of Hunt County that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Hunt County even if the interests of such clients in those other matters are directly adverse to Hunt County. We understand, however, that Hunt County has not agreed that we may use confidential information of Hunt County that we have learned during the course of our representation to the disadvantage of Hunt County nor that Hunt County has agreed we may represent another party adverse to Hunt County when there is a reasonable basis for Hunt County to believe its confidential information could be used to Hunt County's disadvantage.

In certain instances, it may become appropriate for Hunt County to consider seeking sanctions from a court against the opposition or opposition's counsel. If we reach a professional judgment that you should consider such, we will so advise Hunt County.

However, we reserve the right to decline to seek such sanctions because of conflicts or for other reasons. If we conclude that we are not able to seek such sanctions, but Hunt County desires to seek such sanctions, we will consult with Hunt County to determine alternative courses for Hunt County to follow.

4. Cooperation:

We will need the full cooperation of Hunt County and timely and full disclosure of facts and developments. We assume and must rely on the accuracy and completeness of the facts disclosed to us in providing our advice. In litigation matters, this is particularly important in order to satisfy discovery requests with respect to the causes of action alleged in the lawsuit. Failure to provide full

disclosure and discovery may cause the court to impose sanctions; these may be severe and may include striking defenses or claims and imposing monetary fines.

5. Personnel:

Daniel Ray and Andrew Thomas will have the primary responsibility for representing Hunt County. Other lawyers in our firm (including younger lawyers) and legal assistants may be involved when we believe it would be beneficial to Hunt County.

6. Evaluations:

Any views we express about a likely result are only expressions of our estimation, for we do not make representations or guarantees to Hunt County as to the probability of ultimate success or any particular result.

7. Records:

Hunt County should retain all originals and copies of documents Hunt County desires for future reference. At the conclusion of a matter Hunt County should advise us of which, if any, documents Hunt County wishes we return. We retain most of our file for a certain period of time, but ultimately our file will be destroyed. We do not contact our clients prior to such destruction. If Hunt County wants any documents returned upon conclusion of this matter, Hunt County must request such at that time. In the absence of such a request, we disclaim responsibility for the return of any documents or their preservation for any particular length of time.

8. Disclosure to Third Parties:

From time to time we use services provided by third parties. These include litigation support, storage, document management, computer systems, information technology services, accounting and financial services, and similar services. We also may use contract lawyers and non-lawyers in certain matters. As a result, these parties may have access to confidential client information. We endeavor to deal only with providers who understand our obligation to maintain the confidences of our clients. Your signature below shall signify the consent of Hunt County to our use of such third parties and the resulting disclosure of potential confidential information.

9. Fee:

The County understands normal contingency fees Attorney Charges for this type of litigation are 33% to 40%. In consideration for the services rendered and to be rendered by Attorney, Hunt County also hereby transfers, assigns, and conveys to Attorney an undivided interest in and to Hunt County's causes of action in the amount of 33% of any and all sums of money and property recovered for Hunt County from any party. Because the recovery must be split 50%/50% with the

state of Texas, the total attorney fee will be 16.67% of the total recovery.

In addition, Attorneys will seek attorney fees from the opposing parties in order to defray the amount of the fee paid from Hunt County's ½ of the total recovery. Any attorney's fees recovered will be applied to the contingency fee described above. Therefore, for example, if the Attorneys recover \$100,000 in fines and an additional \$10,000 in attorneys' fees, the County's portion of the recovery (\$50,000) is subject to the 1/3 contingency fee – or \$16,666.67. Because the \$10,000 in awarded attorneys' fees will be applied to that amount, the County will pay only \$6,666.67 to Attorney. If the attorneys' fees are greater than the 1/3 contingency fee, the Attorney shall receive the attorneys' fees but will not be paid any additional moneys from the County.

#### 10. Additional Charges:

Our invoices will reflect charges for items such as court costs, long distance telephone charges and facsimile charges, document copying, printing and scanning expenses, messenger and special delivery services, computerized legal and other research systems, travel expenses as per IRS guidelines, filing and recording fees, and deposition reporting and transcript costs. These charges will be reimbursed by the County only upon successful money recovery, and will be paid per the terms in Section 12, below. In no event will the County be required to pay for expenses over their portion of the recovery in any suit.

#### 11. Billing Practices and Payment:

We bill for matters on a monthly basis. Aggregate expenses in excess of \$250 will be billed monthly. No payment will be due to Attorneys until successful money recovery has been obtained.

#### 12. Expenses:

All reasonable expenses incurred by Attorney in the handling of this project shall be deducted from the gross settlement proceeds at the time the case is settled or resolved, after the contingent fee in Section 9 (above) is calculated.

The expenses contemplated above, include but are not limited to any and all out of pocket expenses incurred in connection with this case, including but not limited to the following expenses: filing fees, court costs, certified copies of documents, pleadings, orders, etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.



13. Experts and Expert Fee Estimates:

Hunt County understands experts may be necessary to proceed to trial. Attorneys may retain experts upon approval of the County Manager. Attorneys will pay their retainers and invoices as necessary, and be reimbursed for this cost as described in Section 12.

14. Media Inquiries:

From time to time, we may receive media inquiries concerning this matter. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, we will abide by Hunt County's instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our judgment, revealing non-confidential information when it is ethical to do so and appears to advance Hunt County's interests.

15. Electronic Mail:

In the course of our representation, we may have occasion to communicate with Hunt County and with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions Hunt County may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.

16. Texas Law to Apply

This Agreement shall be construed under and in accordance with the laws of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

17. Parties Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

18. Legal Construction

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Prior Agreements Superseded

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

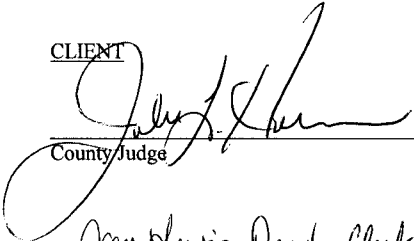
**TAX DISCLOSURE AND ACKNOWLEDGMENT:**

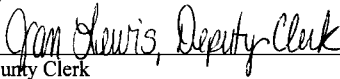
**CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INHERITANCE TAX AND INCOME TAX RETURNS.**

**THIS CONTRACT IS SIGNED** in Hunt County, on July 18, 2011.

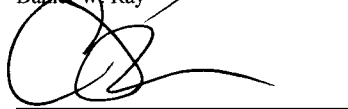
CLIENT

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
County Clerk

ATTORNEY

  
\_\_\_\_\_  
Daniel W. Ray

  
\_\_\_\_\_  
Andrew D. Thomas

12,040

EMPLOYMENT CONTRACT

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JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By J. Lindenzweig

STATE OF TEXAS  
  
COUNTY OF HUNT

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WITNESSETH:

Client hereby employs the aforementioned Attorney, and authorizes and empowers Attorney to institute and maintain, and to prosecute any claims arising out of illegal dumping activities in the unincorporated area of Hunt County, Texas in violation of Texas law, codes, rules and/or regulations by the owners and operators of A&R Demolition, as well as any claims against associated persons or entities. Attorney hereby accepts said employment, and agrees to act on behalf of Client to the best of Attorney's ability. This Contract shall be subject to the following terms:

1. Definition of "Hunt County":

Our client is Hunt County, not its Commissioners Court, Commissioners, or County Judge. Out of necessity, we will abide by the wishes of the elected officials who make up the Commissioners Court, but our ethical duties will run to the County itself. All communications will be addressed to Hunt County c/o County Judge with copies to the Commissioners Court. Our representation in this matter is limited to Hunt County, and the term "Hunt County" does not include, and our representation of Hunt County does not mean, that we represent the managers, officers, or employees of Hunt County.

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The expenses contemplated above, include but are not limited to any and all out of pocket expenses incurred in connection with this case, including but not limited to the following expenses: filing fees, court costs, certified copies of documents, pleadings, orders, etc., transcripts, depositions, duplication costs, postage, office supplies, photographs, trial exhibits, long distance phone & fax calls, appraisal fees, consultants, expert witnesses and other fees associated with preparation and trial testimony, investigation fees, delivery charges, overnight mail/parcel services, parking, toll road & mileage expenses, out of town expenses including travel expense, air fare, hotels, meals, and any other expense incurred in connection with the matter.



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This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

### 18. Legal Construction

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Prior Agreements Superseded

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

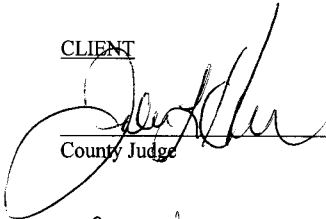
**TAX DISCLOSURE AND ACKNOWLEDGMENT:**

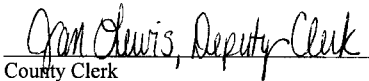
**CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

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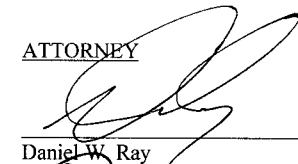
**THIS CONTRACT IS SIGNED** in Hunt County, on July 18, 2011.

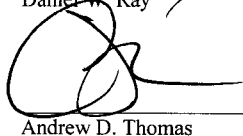
CLIENT

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
County Clerk

ATTORNEY

  
\_\_\_\_\_  
Daniel W. Ray

  
\_\_\_\_\_  
Andrew D. Thomas

12,040

EMPLOYMENT CONTRACT

FILED FOR RECORD  
at 2:26 o'clock P M  
JUL 18 2011

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By *J. Lindenzweig*

STATE OF TEXAS

§  
§  
§

COUNTY OF HUNT

THIS IS AN AGREEMENT between the County of Hunt, a political subdivision of the State of Texas, (hereinafter referred to as "Client") and Scott, Money, Ray & Thomas, PLLC, (hereinafter referred to as "Attorney"), whose principal office address is PO Box 1353, 2608 Stonewall Street, Greenville, Texas 75403-1353, whereby Client retains and employs Attorney to represent Client in prosecuting Client's claims, as follows:

WITNESSETH:

Client hereby employs the aforementioned Attorney, and authorizes and empowers Attorney to institute and maintain, and to prosecute any claims arising out of illegal dumping activities in the unincorporated area of Hunt County, Texas in violation of Texas law, codes, rules and/or regulations by Republic Services, Inc. – owner of the Republic Maloy landfill south of Commerce, Texas – as well as any claims against associated persons or entities. Attorney hereby accepts said employment, and agrees to act on behalf of Client to the best of Attorney's ability. This Contract shall be subject to the following terms:

1. Definition of "Hunt County":

Our client is Hunt County, not its Commissioners Court, Commissioners, or County Judge. Out of necessity, we will abide by the wishes of the elected officials who make up the Commissioners Court, but our ethical duties will run to the County itself. All communications will be addressed to Hunt County c/o County Judge with copies to the Commissioners Court. Our representation in this matter is limited to Hunt County, and the term "Hunt County" does not include, and our representation of Hunt County does not mean, that we represent the managers, officers, or employees of Hunt County.

2. Scope of Work:

We have been hired to pursue civil penalties arising from illegal dumping activities in the unincorporated areas of Hunt County, Texas in violation of Texas law, codes, rules and/or regulations. We may accomplish our objective through any means available, including litigation

### 3. Conflicts of Interest:

Our investigations have identified several parties that are potentially adverse to Hunt County. We have checked our conflict of interest records and have found no indication of any current or prior representation that would be a conflict with any of these parties. If during the course of our representation you become aware of any other person or entity with interests adverse to Hunt County's in connection with illegal dumping matters, please promptly advise us so that we can check our records for any conflict.

Additionally, we represent many other companies and individuals. It is possible that during the time that we are representing Hunt County, some of our present or future clients will have disputes or transactions with Hunt County. This contract constitutes the agreement of Hunt County that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Hunt County even if the interests of such clients in those other matters are directly adverse to Hunt County. We understand, however, that Hunt County has not agreed that we may use confidential information of Hunt County that we have learned during the course of our representation to the disadvantage of Hunt County nor that Hunt County has agreed we may represent another party adverse to Hunt County when there is a reasonable basis for Hunt County to believe its confidential information could be used to Hunt County's disadvantage.

In certain instances, it may become appropriate for Hunt County to consider seeking sanctions from a court against the opposition or opposition's counsel. If we reach a professional judgment that you should consider such, we will so advise Hunt County.

However, we reserve the right to decline to seek such sanctions because of conflicts or for other reasons. If we conclude that we are not able to seek such sanctions, but Hunt County desires to seek such sanctions, we will consult with Hunt County to determine alternative courses for Hunt County to follow.

### 4. Cooperation:

We will need the full cooperation of Hunt County and timely and full disclosure of facts and developments. We assume and must rely on the accuracy and completeness of the facts disclosed to us in providing our advice. In litigation matters, this is particularly important in order to satisfy discovery requests with respect to the causes of action alleged in the lawsuit. Failure to provide full disclosure and discovery may cause the court to impose sanctions; these may be severe and may include striking defenses or claims and imposing monetary fines.

### 5. Personnel:

Daniel Ray and Andrew Thomas will have the primary responsibility for representing Hunt County. Other lawyers in our firm (including younger lawyers) and legal assistants may be involved when we believe it would be beneficial to Hunt County.

6. Evaluations:

Any views we express about a likely result are only expressions of our estimation, for we do not make representations or guarantees to Hunt County as to the probability of ultimate success or any particular result.

7. Records:

Hunt County should retain all originals and copies of documents Hunt County desires for future reference. At the conclusion of a matter Hunt County should advise us of which, if any, documents Hunt County wishes we return. We retain most of our file for a certain period of time, but ultimately our file will be destroyed. We do not contact our clients prior to such destruction. If Hunt County wants any documents returned upon conclusion of this matter, Hunt County must request such at that time. In the absence of such a request, we disclaim responsibility for the return of any documents or their preservation for any particular length of time.

8. Disclosure to Third Parties:

From time to time we use services provided by third parties. These include litigation support, storage, document management, computer systems, information technology services, accounting and financial services, and similar services. We also may use contract lawyers and non-lawyers in certain matters. As a result, these parties may have access to confidential client information. We endeavor to deal only with providers who understand our obligation to maintain the confidences of our clients.

Your signature below shall signify the consent of Hunt County to our use of such third parties and the resulting disclosure of potential confidential information.

9. Fee:

The County understands normal contingency fees Attorney Charges for this type of litigation are 33% to 40%. In consideration for the services rendered and to be rendered by Attorney, Hunt County also hereby transfers, assigns, and conveys to Attorney an undivided interest in and to Hunt County's causes of action in the amount of 33% of any and all sums of money and property recovered for Hunt County from any party. Because the recovery must be split 50%/50% with the state of Texas, the total attorney fee will be 16.67% of the total recovery.

In addition, Attorneys will seek attorney fees from the opposing parties in order to defray the amount of the fee paid from Hunt County's ½ of the total recovery. Any attorney's fees recovered will be applied to the contingency fee described above. Therefore, for example, if the Attorneys

recover \$100,000 in fines and an additional \$10,000 in attorneys' fees, the County's portion of the recovery (\$50,000) is subject to the 1/3 contingency fee – or \$16,666.67. Because the \$10,000 in awarded attorneys' fees will be applied to that amount, the County will pay only \$6,666.67 to Attorney. If the attorneys' fees are greater than the 1/3 contingency fee, the Attorney shall receive the attorneys' fees but will not be paid any additional moneys from the County.

10. Additional Charges:

Our invoices will reflect charges for items such as court costs, long distance telephone charges and facsimile charges, document copying, printing and scanning expenses, messenger and special delivery services, computerized legal and other research systems, travel expenses as per IRS guidelines, filing and recording fees, and deposition reporting and transcript costs. These charges will be reimbursed by the County only upon successful money recovery, and will be paid per the terms in Section 12, below. In no event will the County be required to pay for expenses over their portion of the recovery in any suit.

11. Billing Practices and Payment:

We bill for matters on a monthly basis. Aggregate expenses in excess of \$250 will be billed monthly. No payment will be due to Attorneys until successful money recovery has been obtained.

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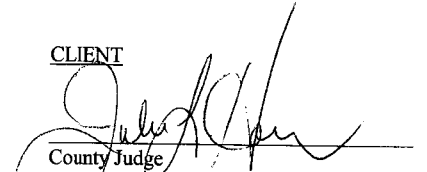
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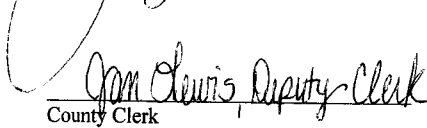
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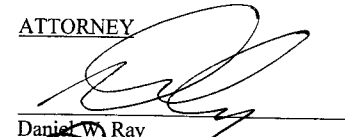
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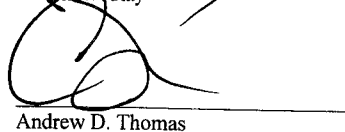
CLIENT

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
County Clerk

ATTORNEY

  
\_\_\_\_\_  
Daniel W. Ray

  
\_\_\_\_\_  
Andrew D. Thomas

RESOLUTION NO. 12,041

**A RESOLUTION CHOOSING TO EXERCISE THE COUNTY'S POWER TO MAINTAIN A CIVIL SUIT AGAINST ANY PERSON OR ENTITY THAT MAY BE OR MAY HAVE BEEN COMPLICIT IN THE VIOLATION OF CHAPTER 26 OF THE TEXAS WATER CODE AND/OR CHAPTER 382 OF THE TEXAS HEALTH AND SAFETY CODE; GRANTING AUTHORITY TO THE COUNTY JUDGE TO EXECUTE SAID RESOLUTION, AND AUTHORIZING COUNTY CLERK TO AUTHENTICATE COUNTY JUDGE'S SIGNATURE TO SAID RESOLUTION.**

**A special meeting of the Commissioners Court of Hunt County, Texas, was held in Greenville, Texas, on the 18th day of July 2011, at 1:30 p.m.; a majority of Commissioners being present and constituting a quorum, the following resolution was adopted;**

**WHEREAS, it has become known that people and entities in unincorporated areas of Hunt County have illegally dumped and/or release chemicals and other waste into or adjacent to water in the County, in clear violation of the Texas Health and Safety Code and the Texas Water Code; and**

**WHEREAS, the actions of these violators and others have threatened and continue to threaten the health, safety and welfare of the citizens of Hunt County, Texas; and**

**WHEREAS, in order to exercise its right to maintain a civil suit for violation of Chapter 26 of the Texas Water Code and/or Chapter 382 of the Health and Safety Code, a local government must adopt a resolution authorizing that power under Texas Water Code section 7.352.**

**NOW THEREFORE BE IT RESOLVED** by the Hunt County Commissioners Court that the County hereby chooses to exercise its power to maintain a civil suit against any other person or entity that may be or may have been complicit in the violation of Chapter 26 of the Texas Water Code and/or Chapter 382 of the health and Safety Code.

**BE IT FURTHER RESOLVED**, that the County Judge of Hunt County, Texas, be authorized and he is hereby authorized to execute said resolution.

**BE IT FURTHER RESOLVED**, that the County Clerk be authorized and is hereby authorized to authenticate the signature of the County Judge to said resolution.

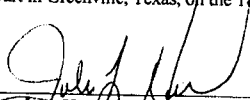
**FILED FOR RECORD**  
at 3:25 o'clock P M

**JUL 18 2011**

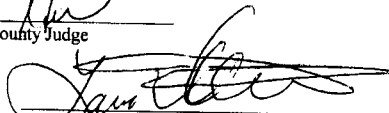
**JENNIFER LINDENZWEIG**  
County Clerk, Hunt County, Tex.


By J. Bellis

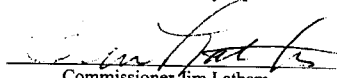
PASSED BY THE COMMISSIONERS COURT of Hunt County, Texas, at a special meeting of the Commissioners Court in Greenville, Texas, on the 18<sup>th</sup> day of July 2011.

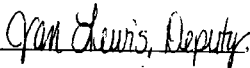
  
\_\_\_\_\_  
John Horn, County Judge

  
\_\_\_\_\_  
Commissioner Kenneth Thornton

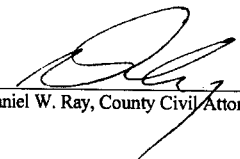
  
\_\_\_\_\_  
Commissioner Larry Middlebrooks

  
\_\_\_\_\_  
Commissioner Jay Atkins

  
\_\_\_\_\_  
Commissioner Jim Latham

Attest:  Deputy, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Daniel W. Ray, County Civil Attorney

