

12,257(3)

**ALLISON, BASS & ASSOCIATES, L.L.P.**

Attorneys at Law

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February 7, 2012

Hon. John Horn  
Hunt County Judge  
P. O. Box 1097  
Greenville, TX 75401

Re: Hunt County Redistricting

Dear Judge Horn and Commissioners:

Please find enclosed a letter of preclearance issued by the Department of Justice on January 30, 2012, for the 2010 submission of new commissioners court, justice of the peace and election precincts. Please file this preclearance letter, along with the submission sent to your office on 1/23/12, in the minutes of the Commissioners Court, and insure that it is indexed properly so that it might be easily located and referred to in the future.

I have also provided a Public Notice (in English and Spanish) which should be posted as are other legal notices for three (3) consecutive weeks, as well as published in a newspaper of general circulation in the County once weekly for three (3) consecutive weeks.

We are appreciative of the support and assistance provided by Hunt County officials and employees. Should you have questions regarding this matter, please feel free to call upon us.

Sincerely,



Robert T. Bass

Enclosures

**FILED FOR RECORD**  
at 10:51 o'clock A M

FEB 08 2012

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.  
By 



U.S. Department of Justice  
Civil Rights Division

TCH:RSB:LB:SHH:maf  
DJ 166-012-3  
2011-5113

Voting Section - NWB  
950 Pennsylvania Avenue, NW  
Washington, DC 20530

January 30, 2012


Robert T. Bass, Esq.  
Allison, Bass & Associates  
402 West 12<sup>th</sup> Street  
Austin, Texas 78701

Dear Mr. Bass:

This refers to the 2011 redistricting plans for the commissioners court and the justice of the peace and constable precincts, the elimination, realignment, and renumbering of voting precincts, and the polling place change for Hunt County Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, 42 U.S.C. 1973c. We received your submission on December 2, 2011; additional information was received on December 28, 2011.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. Procedures for the Administration of Section 5 of the Voting Rights Act of 1965, 28 C.F.R. 51.41.

Sincerely,

  
T. Christian Herren, Jr.  
Chief, Voting Section



**ALLISON, BASS & ASSOCIATES, L.L.P.**

*Attorneys at Law*

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**PHILIP L. DEBETTER**  
p.debette@allison-bass.com

February 7, 2012

Secretary of State  
Elections Division  
P.O. Box 12060  
Austin, Texas 78711

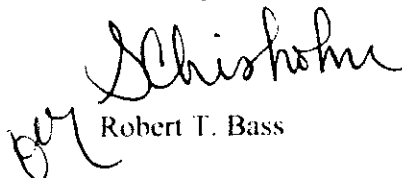
RE: Hunt County Redistricting

Dear Secretary of State,

As required by Article 42.037 of the Texas Election Code, please find enclosed a duplicate of the submission including a set of maps for boundary changes adopted by the Commissioners Court of Hunt County, and precleared by the department of Justice on January 30, 2012.

Your attention to this matter is appreciated.

Sincerely,

  
Robert T. Bass

cc: Commissioners Court

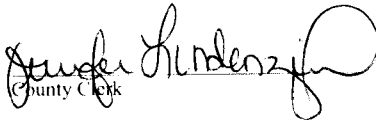
Public Notice to be published once a week for three (3) consecutive weeks and posted on the County Public Notice for three (3) consecutive weeks:

### PUBLIC NOTICE OF CHANGES IN ELECTION PRECINCTS

Pursuant to §42.035, Texas Election Code, the Commissioners court of Hunt County, Texas, herein provides notice of changes in County political boundaries as adopted by the Commissioners Court, and as precleared by the United States Department of Justice on the 30<sup>th</sup> day of January, 2012.

Interested individuals may review the adopted changes in the office of the County Clerk during regular business hours.

The changes in county election precincts were necessitated by redistricting of County Commissioners Court precincts in compliance with the United States Constitution and 42 U.S.C. §1973, also known as the Voting Rights Act, following the release of 2010 census data. Changes in county election precincts were designed to achieve numerical balance between the four commissioners court precincts, and to insure the voting rights of all citizens of Hunt County, Texas.

  
County Clerk

### AVISO PUBLICO DE CAMBIOS EN ELECCION RECINTOS

De conformidad con § 42.035, Código Electoral de Texas, la Corte de Comisionados del condado de Hunt, Texas, este documento proporciona la notificación de cambios en los límites del Condado de política adoptadas por la Corte de Comisionados, y como precleared por el Departamento de Justicia el día 30 de jenerar, 2012.

Las personas interesadas pueden revisar los cambios adoptados en la oficina del secretario del condado durante las horas regulares de trabajo.

Los cambios en los precintos electorales del condado fueron necesarias por la redistribución de los distritos del Condado de la Corte de Comisionados de conformidad con la Constitución de los Estados Unidos y 42 USC § 1973, también conocida como la Ley de Derechos Electorales, tras la publicación de los datos del censo 2010. Los cambios en los precintos electorales del condado fueron diseñados para lograr un equilibrio numérico entre los cuatro distritos electorales comisionados judiciales, y para asegurar los derechos de voto de todos los ciudadanos del condado de Hunt, Texas.

  
Oficial de Condado

BY:  DEPUTY  
12 FEB 16 11 PM 4: 36

FILED 2012 FEB 16 11 PM 4: 36  
JENNIFER L. ADENZWIEG  
COUNTY CLERK HUNT COUNTY TX

12,258

**Hunt County Sheriff's Office  
 Racial Profiling Statistical Report  
 1/1/11 to 12/31/11**

**Table 1: Detention Disposition By Race**

Disposition	White	% of Race	% of Disposition	Black	% of Race	% of Disposition
Arrested	42	1.9%	75.0%	6	1.5%	10.7%
Released	444	20.1%	70.1%	104	25.5%	16.4%
Ticketed	250	11.3%	79.9%	20	4.9%	6.4%
Warned (Written)	1470	66.7%	74.8%	278	68.1%	14.2%
	2206	100.0%	%	408	100.0%	%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Hispanic	% of Race	% of Disposition	N/American	% of Race	% of Disposition
Arrested	8	2.5%	14.3%	0	0.0%	0.0%
Released	77	24.6%	12.2%	1	50.0%	0.2%
Ticketed	39	12.4%	12.5%	0	0.0%	0.0%
Warned (Written)	190	60.5%	9.7%	1	50.0%	0.1%
	314	100.0%	%	2	100.0%	%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	P/Islander	% of Race	% of Disposition	M/Eastern	% of Race	% of Disposition
Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Released	5	38.5%	0.8%	2	9.5%	0.3%
Ticketed	3	23.0%	0.9%	1	4.8%	0.3%
Warned (Written)	5	38.5%	0.3%	18	85.7%	0.9%
	13	100.0%	%	21	100.0%	%
	Total	of Race	of all Detentions	Total	of Race	of all Detentions

Disposition	Total %	Number
Arrested	1.9%	56
Released	21.4%	633
Ticketed	10.6%	313
Warned (Written)	66.1%	1962
	100.0%	2964

FILED FOR RECORD  
 at 1:00 o'clock P M

FEB 14 2012

JENNIFER LINDENZWEIG  
 County Clerk, Hunt County, Tex.

By *J. Lindenzweig*

**Table 2: Search Status by Race**

Search Status	White	% of Race	% of Search	Black	% of Race	% of Search
Consent Search	66	3.0%	37.3	64	15.7%	36.2
No Search	2109	95.6%	77.6	316	77.4%	11.6
Probable Cause Search	31	1.4%	44.9	28	6.9%	40.6
	<b>2206</b>	<b>100.0%</b>	<b>%</b>	<b>408</b>	<b>100.0%</b>	<b>%</b>
	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Search Status	Hispanic	% of Race	% of Search	N/American	% of Race	% of Search
Consent Search	41	13.1%	23.2	1	50.0%	0.5
No Search	263	83.8%	9.7	1	50.0%	0.1
Probable Cause Search	10	3.1%	14.5	0	0.0%	0
	<b>314</b>	<b>100.0%</b>	<b>%</b>	<b>2</b>	<b>100.0%</b>	<b>%</b>
	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Search Status	P/Islander	% of Race	% of Search	M/Eastern	% of Race	% of Search
Consent Search	1	7.7%	0.5	4	19.0%	2.3
No Search	12	92.3%	0.4	17	81.0%	0.6
Probable Cause Search	0	0.0%	0	0	0.0%	0
	<b>13</b>	<b>100.0%</b>	<b>%</b>	<b>21</b>	<b>100.0%</b>	<b>%</b>
	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Search Status	Total %	Number
Consent Search	5.9%	177
No Search	91.8%	2718
Probable Cause Search	2.3%	69
	<b>100.0%</b>	<b>2964</b>

**Table 3: Stop Reason and Disposition by Race**

Stop Reason	Stop Disposition	White	% of Race	% of Stop	Black	% of Race	% of Stop
Hazardous Traffic	Arrested	22	1.0%	81.5%	1	0.2%	3.7%
Hazardous Traffic	Released	210	9.5%	79.2%	30	7.4%	11.3%
Hazardous Traffic	Ticketed	175	7.9%	79.1%	13	3.2%	5.9%
Hazardous Traffic	Warned (Written)	887	40.2%	70.6%	202	49.6%	16.1%
Investigation	Arrested	9	0.4%	69.2%	2	0.5%	15.4%
Investigation	Released	49	2.2%	84.5%	5	1.2%	8.6%
Investigation	Ticketed	6	0.3%	100.0%	0	0.0%	0.0%
Investigation	Warned (Written)	24	1.1%	82.9%	3	0.7%	10.3%
Non-Hazardous Traffic	Arrested	11	0.5%	68.7%	3	0.7%	18.8%
Non-Hazardous Traffic	Released	185	8.4%	59.7%	69	16.9%	22.3%
Non-Hazardous Traffic	Ticketed	69	3.1%	80.2%	7	1.7%	8.1%
Non-Hazardous Traffic	Warned (Written)	559	25.4%	82.6%	73	17.9%	10.8%
		<b>2206</b>	<b>100.0%</b>	<b>%</b>	<b>408</b>	<b>100.0%</b>	<b>%</b>
		<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Stop Reason	Stop Disposition	Hispanic	% of Race	% of Stop	N/American	% of Race	% of Stop
Hazardous Traffic	Arrested	4	1.3%	14.8%	0	0.0%	0.0%
Hazardous Traffic	Released	22	7.0%	8.3%	1	50.0%	0.4%
Hazardous Traffic	Ticketed	30	9.6%	13.6%	0	0.0%	0.0%
Hazardous Traffic	Warned (Written)	152	48.4%	12.1%	1	50.0%	0.1%
Investigation	Arrested	2	0.6%	15.4%	0	0.0%	0.0%
Investigation	Released	3	0.9%	5.2%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	1	0.3%	3.4%	0	0.0%	0.0%
Non-Hazardous Traffic	Arrested	2	0.6%	12.5%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	52	16.6%	16.8%	0	0.0%	0.0%
Non-Hazardous Traffic	Ticketed	9	2.9%	10.5%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	37	11.8%	5.5%	0	0.0%	0.0%
		<b>314</b>	<b>100.0%</b>	<b>%</b>	<b>2</b>	<b>100.0%</b>	<b>%</b>
		<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Stop Reason	Stop Disposition	P/Islander	% of Race	% of Stop	M/Eastern	% of Race	% of Stop
Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Hazardous Traffic	Released	1	7.7%	0.4%	1	4.8%	0.4%
Hazardous Traffic	Ticketed	2	15.4%	0.9%	1	4.8%	0.5%
Hazardous Traffic	Warned (Written)	4	30.7%	0.3%	10	47.5%	0.8%
Investigation	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Released	1	7.7%	1.7%	0	0.0%	0.0%
Investigation	Ticketed	0	0.0%	0.0%	0	0.0%	0.0%
Investigation	Warned (Written)	0	0.0%	0.0%	1	4.8%	3.4%
Non-Hazardous Traffic	Arrested	0	0.0%	0.0%	0	0.0%	0.0%
Non-Hazardous Traffic	Released	3	23.1%	0.9%	1	4.8%	0.3%
Non-Hazardous Traffic	Ticketed	1	7.7%	1.2%	0	0.0%	0.0%
Non-Hazardous Traffic	Warned (Written)	1	7.7%	0.1%	7	33.3%	1.0%
		<b>13</b>	<b>100.0%</b>	<b>%</b>	<b>21</b>	<b>100.0%</b>	<b>%</b>
		<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>	<b>Total</b>	<b>of Race</b>	<b>of all Detentions</b>

Stop Reason	Stop Disposition	Total %	Number
Hazardous Traffic	Arrested	0.9%	27
Hazardous Traffic	Released	8.9%	265
Hazardous Traffic	Ticketed	7.5%	221
Hazardous Traffic	Warned (Written)	42.4%	1256
Investigation	Arrested	0.4%	13
Investigation	Released	2.0%	58
Investigation	Ticketed	0.2%	6
Investigation	Warned (Written)	1.0%	29
Non-Hazardous Traffic	Arrested	0.5%	16
Non-Hazardous Traffic	Released	10.5%	310
Non-Hazardous Traffic	Ticketed	2.9%	86
Non-Hazardous Traffic	Warned (Written)	22.8%	677
		100.0%	2964



12,258

# FULL EXEMPTION RACIAL PROFILING REPORT

**Agency Name:** HUNT CO. CONST. PCT. 2  
**Reporting Date:** 01/24/2012  
**TCLEOSE Agency Number:** 231102  
**Chief Administrator:** WAYNE PIERCE  
**Agency Contact Information:** Phone: 903-886-7937  
 Email: [wpierce@huntcounty.net](mailto:wpierce@huntcounty.net)  
 Mailing Address:  
 HUNT CO. CONST. PCT. 2  
 P.O. Box 411  
 Commerce, TX 75429

## Article 2.132 CCP Law Enforcement Policy on Racial Profiling

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

**I certify it is not the policy of this agency to make traffic stops in the routine performance of the officers' official duties.**

Executed by: WAYNE PIERCE

Chief Administrator

HUNT CO. CONST. PCT. 2

Date: 01/24/2012

**FILED FOR RECORD**  
 at 1:00 o'clock P M  
**FEB 14 2012**  
 By JENNIFER LINDENZWEIG  
County Clerk, Hunt County, Tex.

Submitted electronically to the



## Texas Commission on Law Enforcement Officer Standards and Education

Ray-V  
BT-V  
CM-V

12,261



# Texas Department of Transportation

12/12/11

The Honorable John Horn  
County Judge  
Hunt County Courthouse  
P.O. Box 1097, 2500 Lee  
Greenville, Texas 75403

**FILED FOR RECORD**  
at 1:00 o'clock P M  
**FEB 14 2012**  
JENNIFER LINDENBERG  
County Clerk, Hunt County, Tex.  
By J. Davis

SUBJECT: Notification of Waiver Option for Local Fund Participation Requirement on Federal Off-System Bridge Program Projects

Dear Judge Horn:

Under the provisions of Texas Administrative Code, Title 43, Section 15.55(d), a Local Government may request waiver of the local match fund participation requirement on off-system bridges eligible for replacement through the federal Bridge Replacement Program. These projects are referred to as Participation Waived Projects. To receive such waiver, the Local Government must agree to perform, or cause to be performed, structural improvement work on other deficient bridges or deficient mainlane cross-drainage structures within the jurisdiction of their governing body, equal in dollar value to the required local match. This work is referred to as the Equivalent Match Project(s).

The attached list, titled **FY 13 – 17 Programmed Off-System Bridges**, shows all eligible bridges within your County that TxDOT has selected for replacement in their FY 13 – 17 Bridge Replacement funding program. **However, no work will begin on these projects without action from the County.** Please review this list and determine whether the County desires to move forward on each project. Possible reasons not to pursue a project are: the deficient bridge has been replaced with an adequate structure to handle drainage and traffic loading or the bridge has been removed or otherwise effectively closed to traffic, and there is no desire to reopen the crossing in the future. If there are projects the County determines should not move forward, please notify our Bridge Engineer and TxDOT will work with you to remove them from future consideration.

For the remaining selected bridges, **a project will be initiated when the County submits eligible Equivalent Match work** in an amount equal to or greater than the local match amount for that project. If the County has plans to perform eligible Equivalent Match Projects, please use the attached Equivalent Match Request form, and submit your request(s) to:

**TXDOT- TP&D**

**Attn: Bernie Holder - Bridge Engineer**  
**1365 N. Main Street**  
**Paris, Texas 75460**

Or, you may fax your request to Bernie Holder at (903) 583-9615, or e-mail to [Bernie.Holder@txdot.gov](mailto:Bernie.Holder@txdot.gov) **Equivalent Match Projects must be approved by me, and an Advance Funding Agreement executed between TxDOT and the County, prior to the County performing the proposed Equivalent Match work.**

Additionally please find a list titled **Eligible Off System Bridges** of all bridges within your County which are eligible for replacement through the federal Bridge Replacement Program. Even though these bridges are eligible they have **not** been approved by TxDOT for development in the FY 13 - 17 Bridge Replacement funding program. Subsequently action on these projects cannot be taken at this time. However, these bridges will come under consideration again for the FY 14 - 18 Bridge Replacement funding program next fall. Therefore, please review this list and determine if there are any with which you are particularly concerned. If in your opinion any of these bridges warrant special attention or if you know of any bridges which are not on this list which warrant special attention, please feel free to contact Bernie Holder at the above contacts and they will be evaluated on a case by case basis.

You also may contact Mr. Holder by phone at **(903) 583-9523** if you have any questions regarding the federal Bridge Replacement program or the Equivalent Match Program.

Sincerely,



Bobby G. Littlefield, Jr., P.E.  
District Engineer

Attachments: FY 13 – 17 Programmed Off-System Bridges  
Eligible Off System Bridges  
Equivalent Match Request Form

## ELIGIBLE OFF SYSTEM BRIDGES

NBI	D/O	SR	Feature Crossed	Facility	CSJ	Project Estimate	Comments
011170AA0793001	D	36.9	CADDO CREEK	CR 2264	090122074	\$ 240,000.00	
011170AA0836001	D	41.0	BEARPEN CREEK	CR 2595	090122054	\$ 111,521.00	NOT DOING
011170AA0137001	O	48.6	COWLEECH FORK SABINE R.	CR 1148			
011170AA0166001	O	78.0	SHORT CREEK BRANCH	CR 1012	090122901	\$ 99,000.00	
011170AA0262001	O	47.3	HICKORY CREEK TRIBUTARY	CR 1031			
011170AA0635002	O	68.4	LITTLE CREEK	CR 3504			
011170AA0814002	O	70.2	BEARPEN CR/SANDY CR	CR 2400	090122903	\$ 96,000.00	
011170AA0916002	O	58.3	FARBER CREEK BRANCH	SHELBY AVE.	090122906	\$ 72,000.00	

FY 13 - 17 Programmed Off-System Bridges

CSJ	Structure	County	Crossing	Local Road	Existing AFA	Local Cost
090122087	011170AA0507002	Hunt	WEST FORK, TURKEY CR	COUNTY RD 3207	No	\$ 7,857
090122904	011170AA0791001	Hunt	CADDO CREEK TRIBUTARY	CO. RD. 2276	No	\$ 7,296
090122909	011170AA0942001	Hunt	ELM CREEK	COUNTY RD 2222	No	\$ 8,418
090122096	011170AA0922001	Hunt	EAST CADDO CREEK	HUNT CO. RD. 2132	No	\$ 8,979



### 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:

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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



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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:**

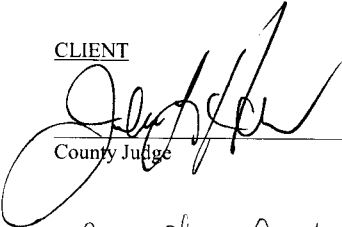
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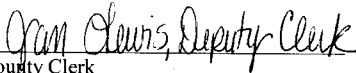
**THIS CONTRACT IS SIGNED** in Hunt County, on February 14, 2012.

CLIENT

ATTORNEY

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

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

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

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



### 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.

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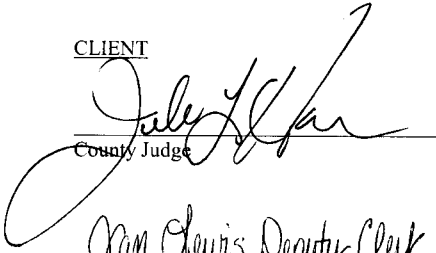
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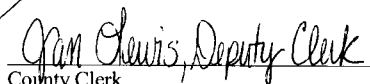
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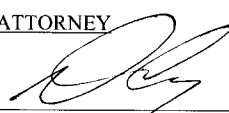
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