

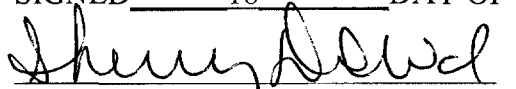
NAVARRO COUNTY COMMISSIONER'S COURT

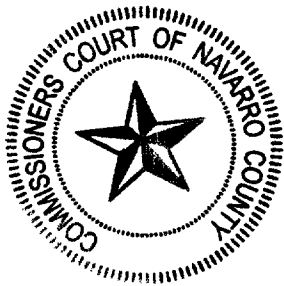
A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 18TH DAY OF OCTOBER, 2010 AT 3:00 P.M., IN THE COUNTY COURTROOM AT THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 3:05 P.M. MOTION TO CONVENE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
2. MOTION TO APPROVE DECLARATION OF EMERGENCY BURN BAN
ORDER DATED 10-12-10 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 579-583**
3. WORKSHOP FOR NEW EMPLOYEE PERSONNEL POLICY
4. MOTION TO APPROVE DECLARING MOTORGRADER (1997 JOHN
DEERE) IN PRECINCT 1 AS SALVAGE BY HERRINGTON SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE LEASE PURCHASE OF CAT MOTORGRADER IN
PRECINCT 1 BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 584-590**
6. MOTION TO APPROVE RESOLUTION FOR CAPITAL LEASE FOR
MOTORGRADER, PRECINCT 1 BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION **TO WIT PG 591-610**
7. MOTION TO APPROVE 2011 NAVARRO COUNTY RESOLUTION ON THE
INDIGENT DEFENSE GRANT PROGRAM BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 611**
8. MOTION TO ADJOURN BY HOLT SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR OCTOBER 18TH, 2010.

SIGNED 18 DAY OF OCTOBER 2010.


SHERRY DOWD, COUNTY CLERK



**COUNTY OF NAVARRO
CORSICANA, TEXAS**

00007288

**DISASTER DECLARATION
Threat of Wildfires**

Whereas, Navarro County is experiencing adverse conditions from wildfires due to heavy fuel loads and dry/windy conditions; and

Whereas, weather forecasters offer little promise of a change in these dry/windy conditions in the near future; and

Whereas, these dry/windy conditions pose a threat of fast-moving wildfires; and

Whereas, such fires have the potential of endangering lives and damaging property on a wide scale; and

Whereas, the Texas Disaster Act of 1975 authorizes the declaration of a state of disaster "if the threat of disaster is imminent"; and

Whereas, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitutes an imminent threat of disaster; and

Whereas, declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

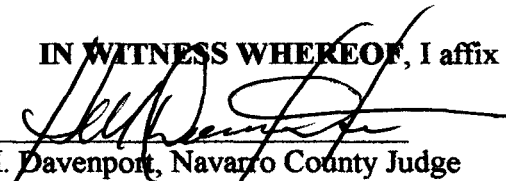
Whereas, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

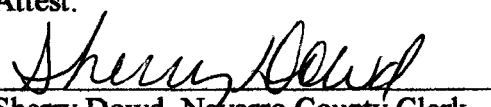
BE IT THEREFORE PROCLAIMED that I, H. M. Davenport, County Judge, do hereby declare a state of disaster based on the threat of wildfires in Navarro County.

BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above-cited statute, but in no instance will this declaration continue for more than seven days without authorization by the Navarro County Commissioners Court;

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during dry/windy weather.

IN WITNESS WHEREOF, I affix my signature this 12th day of October, 2010.


H.M. Davenport, Navarro County Judge

Attest:

Sherry Dowd, Navarro County Clerk



NAVARRO COUNTY, TEXAS

EMERGENCY ORDER

PROHIBITION OF OUTDOOR BURNING

Whereas, in accordance with the provisions of the Texas Disaster Act of 1975;
and

Whereas, it is now necessary, under the above referenced authority, to declare a state of disaster for Navarro County due to the imminent threat of disaster from wildfires;
and

Whereas, the declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for all unincorporated areas of Navarro County, Texas for the duration of the above-mentioned declaration:

(1) Actions prohibited:

A person violates this order if he burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.

(2) Enforcement:

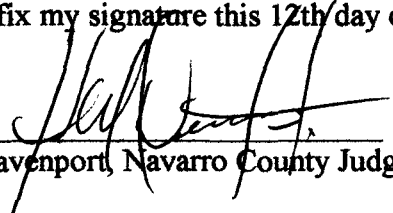
(a) Upon notification of suspected outdoor burning, the fire department shall respond to the scene and take immediate measures to contain and/or extinguish the fire.

(b) As soon as possible a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.

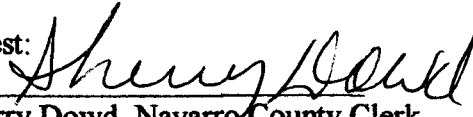
(c) If, in the opinion of the officer and/or fire chief, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order; the officer/fire chief may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, a record of this notification shall be made in the dispatcher's log containing date, time and place of the violation. At the discretion of the officer/fire chief, violations of this order may be prosecuted in accordance with the statutes and procedures governing misdemeanors. In accordance with the local government code, a person who knowingly or intentionally violates this Order commits a Class C Misdemeanor, punishable by a fine of up to \$500.00.

BE IT FURTHER ORDERED that the purpose of this order is the mitigation of the hazard posed by wild fires during the current dry/windy weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

IN WITNESS WHEREOF, I affix my signature this 12th day of October, 2010.



H. M. Davenport, Navarro County Judge

Attest: 

Sherry Dowd, Navarro County Clerk



Filed for Record in:
Navarro County
On: Oct 14, 2010 at 09:16A
As a
No Fee Recording
Document Number: 00007288
Amount: .00
Receipt Number - 36991
By:
Debbie Robinson

STATE OF TEXAS COUNTY OF NAVARRO
I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Oct 14, 2010

Sherry Dowd, COUNTY CLERK
Navarro County

STATE OF TEXAS**COUNTY OF NAVARRO****ORDER OF NAVARRO COUNTY COMMISSIONERS COURT
CONTINUING COUNTY JUDGE'S DISASTER DECLARATION FOR
NAVARRO COUNTY DUE TO IMMINENT THREAT OF WILDFIRES**

WHEREAS, Navarro County has not had any appreciable rainfall for an extended period; and

WHEREAS, weather forecasters offer little promise of a change in these dry/windy conditions in the near future; and

WHEREAS, these dry/windy conditions pose a threat of large, fast-moving wildfires; and

WHEREAS, such fires have the potential of endangering lives and damaging property on a wide scale; and

WHEREAS, the Texas Disaster Act of 1975 authorizes a declaration of a state of disaster "if the threat is imminent"; and

WHEREAS, the magnitude of the potential danger and rapidity at which a fire could escalate to major proportions constitutes an imminent threat of disaster; and

WHEREAS, declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

WHEREAS, such controls, once implemented have the potential of protecting lives and property by mitigating the threat of dangerous fires; and

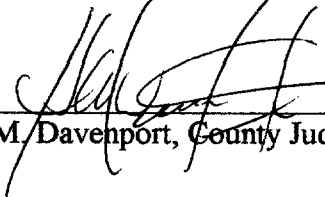
WHEREAS, H.M Davenport, County Judge, on the 12th day of October, 2010, declared a state of disaster based on the threat of wildfires in Navarro County; and

WHEREAS, that this state of disaster will end seven days following its issuance without authorization of Navarro County Commissioners Court; and

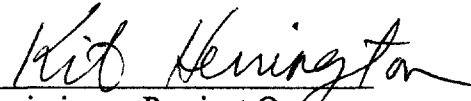
BE IT THEREFORE RESOLVED that this state of disaster continuance is in effect until it is rescinded by action of the Commissioners Court; and

BE IT FURTHER RESOLVED that the issue of the continuance of the state of disaster shall be placed on the agenda of each regularly scheduled meeting of the Commissioners Court until it is rescinded.

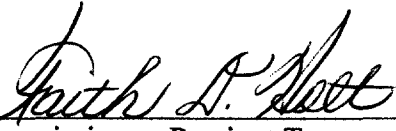
WITNESSED BY OUR HAND AND SEAL this 18th day of October, 2010.



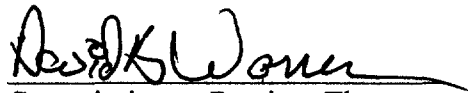
H.M. Davenport, County Judge



Commissioner, Precinct One



Commissioner, Precinct Two

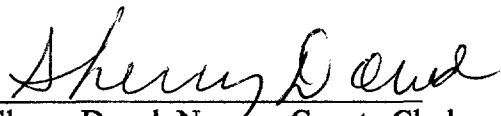


Commissioner, Precinct Three



Commissioner, Precinct Four

Attest:



Sherry Dowd, Navarro County Clerk

584

10/06/2010

**HOLT CAT
SALES ORDER AGREEMENT**

HOLT TEXAS, LTD. d/b/a HOLT CAT, a Texas limited partnership ("HOLT"), and Customer, as identified below, hereby enter into this Sales Order Agreement (the "Agreement"), under the following terms and conditions:

HOLT:
3302 So. W. W. White Rd. - 78222
P.O. Box 207916
San Antonio, TX 78220-7916

CUSTOMER:

Ship To Location	Name NAVARRO COUNTY PCT 1 ATTN COUNTY AUDITOR	Send Invoice To	NAVARRO COUNTY PCT 1 ATTN COUNTY AUDITOR
	Address 300 W 3RD AVE STE 204		Address 300 W 3RD AVE STE 204
	City, County, State, Zip CORSICANA, NAVARRO, TX, 75110-4672		City, County, State, Zip CORSICANA, , NAVARRO, TX, 75110-4672
Customer P.O. No. Buyboard # 230095		Account # 0847791	
Ship From San Antonio Yard	Approx. Shipping Date 10/12/2010	Customer Is:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company
Via Holt Transport	F.O.B. Corsicana, Tx	Contact Name	Phone -

Description of the Equipment covered by the Agreement (the "Equipment"):

Model Number	ID Number	Serial Number
120M	HLK011713	0B9N00265

REF NO	ATTACHMENTS DESCRIPTION	REF NO	ATTACHMENTS DESCRIPTION	REF NO	ATTACHMENTS
2347715	120M MOTOR GRADER	2470094	OIL, HYDRAULIC	2858738	GUARD, TRANSMISSION
2333142	GLOBAL ARRANGEMENT	2610099	HYDRAULICS, BASE & 1	2333137	FAN, DEFROSTER, REAR
2474047	ALTERNATOR, 80 AMP (AC)	2466097	FUNCTION	2333122	WINDOW
2987463	LIGHTS, FRONT HEADLIGHTS,	2466099	LINES, STANDARD W/O	2333295	RADIO READY, ENTERTAINMENT
2611429	LOW	2436704	ACCUMULATOR	2575176	MIRRORS, OUTSIDE MOUNTED
3001873	AIR CONDITIONER WITH	2337144	PUMP, HYDRAULIC, BASIC	3122204	MOUNTING, FRONT LIFT
2941034	HEATER	2534626	CAPACITY	3122203	LIFT GROUP, MANUAL, FRONT
2333139	WINDOWS, SIDES W/WIPER, &	2337148	BLADE, 14' X 27" X 1"	2388825	SCARIFIER, FRONT V-TYPE (QC)
2333150	REAR	2642392	CUTTING EDGE, 14' BLADE	0P2403	MOUNTING, CAB ROOF
2551313	DOOR, CAB, RIGHT HAND SIDE	3058574	DRAWBAR, 4 SHOE CIRCLE	0P0251	ACCESSORIES
2815636	WIPER/WASHER, REAR	2334615	GUIDES	2555324	COOLANT, -40C (-40F)
2474026	SEAT, AIR SUSPENSION, CLOTH	2388763	END BITS, STANDARD	IF ARO IS	DOMESTIC TRUCK
2673118	BATTERIES, STANDARD	2867909	HITCH, TOWING	2356188	INSTALLATION, ACCUGRADE
2474028	TANK, FUEL, STANDARD	2914038	LANGUAGE, ENGLISH	3358336	READY
	FILM, ENGINE, VHP		LIGHTS, WORK, MIDFRAME TOE	2520775	REQUIRED
	NO COMPRESSOR		3X3		PRODUCT LINK, PL321
	DRAIN, ECOLOGY, ENGINE		SWITCH, WORK LIGHTING		LADDER, CAB, RIGHT HAND SIDE
	GRAVITY		LIGHTS, WORK, HEEL 3X3		TIRES, 17.5R25 BS VKT 1* MP
			LIGHTS, ROAD 3 X 3		

Terms Of Sale

Purchase Price	\$199,174.38
Less Trade-In	\$26,000.00
Delivery Charge	\$0.00
Subtotal	\$173,174.38
Sales Tax	\$0.00
"Dealer's" Hvy. Eq. Tax	\$0.00
Off Road Tax	\$0.00

Payment Terms:

- Cash on Delivery
- Cash on Invoice
- Special Terms
- Due From Financing Co.
- Net Due In # Days from Invoice Date
- Financing Company::
Cat Financial

LKE Eligible yes no

FOR HOLT'S REFERENCE ONLY

PWC Code # 200
Release # KF 81541
Salesman's # G 1.577-10
County Navarro

WARRANTY

The Equipment has the following warranty(s):

585

Other Charges \$0.00
 Trade-in Payoff \$0.00
 Total Owed \$173,174.38
 Down Payment \$0.00
 Balance Due \$173,174.38

Caterpillar new machine warranty
 None- "As is" with no warranty
 Other
 Cat Ins 3 year / 5000 hr P T
 Customer acknowledges receipt of the applicable written Warranty(s) by initialing here:
 _____ Initials

All unpaid amounts comprising the BALANCE DUE shall bear interest at the Maximum Rate, as defined in the Other Terms and Conditions from the date such sum is due under the Payment Terms, until such sums are paid in full.

TRADE - IN PROPERTY

Does anyone hold any lien or title retention instrument on or relating to below used machine? NO
 Qty. 1 Description JOHN DEERE Serial No. X563484 Attachments

Sales Tax Information

Customer does does not claim that the sale of the Equipment is exempt from taxation under Chapter 151 of the Texas Tax Code. The reason Customer claims such an exemption is as follows:
 Governmental
 If Customer claims an exemption, an Exemption Certificate conforming to applicable law must be provided upon execution. if not provided sales tax will be charged.

DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS:

HOLT IS NOT A MANUFACTURER OF THE EQUIPMENT. ALTHOUGH HOLT MAY BE RESPONSIBLE FOR ADMINISTERING WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF HOLT; AND (2) THE MANUFACTURER'S WARRANTY CONTAINS LIMITATIONS, AND CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY HOLT WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

HOLT, BY VIRTUE OF HAVING SOLD THE EQUIPMENT UNDER THIS AGREEMENT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) CAUSED BY ANY FAILURE OF THE EQUIPMENT TO OPERATE OR THE FAULTY OPERATION OF THE EQUIPMENT. HOLT IS NOT LIABLE FOR ANY DAMAGES OR LOSSES (WHETHER ORDINARY, SPECIAL OR PUNITIVE) RESULTING FROM THE INSTALLATION, OPERATION, REPAIR OR USE OF THE EQUIPMENT.

OTHER TERMS AND CONDITIONS

THERE ARE OTHER TERMS AND CONDITIONS INCLUDING ARBITRATION, WAIVER OF JURY TRIAL, AND INDEMNIFICATION OF HOLT, WHICH ARE CONTAINED ON THE REVERSE HEREOF OR ATTACHED HERETO (AS APPLICABLE) WHICH ARE AN IMPORTANT PART OF THIS AGREEMENT. PLEASE REVIEW THE OTHER TERMS AND CONDITIONS BEFORE SIGNING THIS AGREEMENT.

HOLT TEXAS, LTD. d/b/a HOLT CAT
 By: HOLT Nevada GP, Inc., General Partner

By: _____
 (signature)

 Printed Name and Title
 Date: _____

CUSTOMER: NAVARRO COUNTY PCT 1 ATTN COUNTY AUDITOR
 (Name of Company)
 By: Kathy B. Hollomon
 (signature)
 KATHY B. HOLLOWOM, NAVARRO COUNTY AUDITOR
 Printed Name and Title
 Date: 10/18/10

TERMS AND CONDITIONS

- 1. OFFER AND ACCEPTANCE:** By signing this agreement Customer offers to purchase the Equipment for the Purchase Price on the Payment Terms and as otherwise set forth herein. The offer may not be revoked or modified by Customer after its execution of the Agreement. The offer may only be accepted by HOLT executing this Agreement and thereafter, unless rejected by HOLT within thirty (30) days of execution, this Agreement shall be a binding contract between HOLT and Customer for the sale and purchase of the Equipment, subject to the availability of the Equipment from the manufacturer.
- 2. EXECUTION OF OTHER DOCUMENTS:** The Customer agrees to execute and deliver to HOLT such security agreement(s), financing statements and other documents, instruments, and agreements as may be required by HOLT to evidence this sale and to secure the payment of the Customer Price on the Payment Terms. In the event that the Customer fails to execute and deliver to HOLT such documents, HOLT, at its option, may terminate or rescind this Agreement, or may declare the entire balance of the Customer Price, including accrued but unpaid interest, immediately due and payable.
- 3. RISK OF LOSS:** HOLT's sole responsibility for shipments of the Equipment shall be to deliver the Equipment to a public carrier company. Any claim for shortages, delays or damages occurring shall be made by the Customer to the carrier. Customer assumes all risk of and shall be solely responsible for all damage and loss to the equipment from any cause whatsoever, whether or not such loss or damage is or could have been covered by insurance. There shall be no abatement, reduction, suspension or deferment of amounts due HOLT for any reason, including damage to or loss of the Equipment.
- 4. INSURANCE:** Equipment purchased under any deferred payment terms shall be insured with insurance in a form acceptable to HOLT, in its sole discretion. Customer agrees to provide HOLT with a Certificate of Insurance providing evidence of coverages in accordance with HOLT's specific requirements which are set out in HOLT's Certificate of Insurance Request Form ("CIR"). Customer agrees to execute the CIR to evidence both receipt and acceptance thereof. The payment of any applicable deductibles shall be the sole responsibility of Customer. Customer shall promptly notify all insurers and HOLT of each and every occurrence which may become the basis of a claim or cause of action and provide HOLT with all information requested by HOLT about each occurrence. Customer shall furnish HOLT with the required Certificate of Insurance prior to the release of the equipment to Customer. Any insurance obtained by Customer under this Agreement or otherwise maintained by Customer shall be primary to any policies held by or providing coverage to HOLT, and the coverage afforded HOLT under such policies shall delete any excess clause or coinsurance clause that requires sharing or renders primary any other insurance covering HOLT. Proceeds of all insurance shall be payable first to HOLT, and after HOLT has been paid all sums due to it, any remainder shall be delivered to Customer.
- 5. TITLE:** Title to the Equipment shall pass to the Customer only upon HOLT's receipt of collected funds in the amount of the Purchase Price or the Down Payment with HOLT retaining a security interest until paid in full.
- 6. ACCEPTANCE OR DELIVERY:** Customer shall inspect the equipment upon receipt, and shall be presumed to have accepted the Equipment unless the Customer notifies HOLT of any defects, within twenty-four (24) hours. The notice shall be provided telephonically and in writing, to HOLT, and shall set forth in complete detail the alleged defects in the Equipment. HOLT shall have the right to repair or replace the Equipment within a reasonable time or to cancel or rescind this agreement, without liability to the Customer except for return of any amounts paid.
- 7. EXCUSABLE DELIVERY DELAYS:** Delays in delivery shall be excused when caused by strikes, lockouts, delays of manufacturer or carriers, acts of God, embargoes, governmental action or other cause beyond the reasonable control of HOLT. If HOLT is unable to make delivery within a reasonable time, HOLT may cancel or rescind this Agreement without liability to Customer, except for return of any amounts paid.
- 8. PROPERTY TAKEN IN TRADE:** Customer does hereby irrevocably sell, assign, transfer and convey unto HOLT, its successors and assigns, the Trade-in Property described above. Customer represents and warrants that it is the sole owner of the Trade-in Property, that it has full power and authority to sell the Trade-in Property, and that there is no lien, claim, debt, mortgage or encumbrance of any kinds, nature or description against the Trade-in Property, of record or otherwise. Customer agrees that, at the request of HOLT, Customer will execute and deliver to HOLT such additional certificates of title, assignments or other documents, instruments and agreements as may be reasonably requested by HOLT to transfer to HOLT full and unencumbered title to the Trade-In Property.
- 9. TAXES:** Customer shall pay all taxes, fees, assessments and other governmental charges of any kind or character on or relating to the Equipment, including Dealer's Heavy Equipment Tax, as well as the sale, purchase, rental, ownership, use, value added, possession, shipment transportation, delivery or operation thereof, including the exercise of any option, which may accrue or be levied, assessed or imposed during the term of this Agreement, or which remain unpaid as of the date of surrender of the Equipment to HOLT, along with any penalties, fines or interest thereon. Customer shall reimburse HOLT for any payments made by HOLT which are the obligation of Customer under the Agreement. Customer may, in good faith and by appropriate proceedings, contest the validity or the amount thereof with the authority levying such, unless such contest would

adversely affect the title of HOLT to any Equipment to forfeiture or sale.

10. EVENTS OF DEFAULT: Each of the following is an event of default under this Agreement: (1) Customer's failure to pay any installment or other sum payable to HOLT or any affiliate of HOLT when due, whether such indebtedness arises hereunder or otherwise; (2) Customer's ceasing to do business as a going concern, becoming insolvent, taking advantage of any law for the relief of debtors, making an assignment for the benefit of creditors or a filing under the U.S. Bankruptcy Code by or against Customer; (3) HOLT deems the equipment in jeopardy or feels insecure with respect to Customer's continued ability to make payments or the value of the Equipment; or (4) Customer fails to perform any other obligation imposed on Customer under this Agreement.

11. REMEDIES ON DEFAULT: In the event of any default by Customer, HOLT is entitled to any one or more of the following remedies:

- a. HOLT may take possession of the equipment and terminate the Agreement and Customer's rights hereunder;
- b. HOLT may proceed by court action to enforce performance of the terms of this Agreement and to recover damages for the breach hereof;
- c. HOLT may withhold delivery of the Equipment, take possession of any Equipment previously delivered, and/or stop delivery of the Equipment by any bailee.
- d. HOLT may surrender any insurance policies covering the Equipment and receive the unearned premiums.
- e. Without terminating this Agreement, HOLT may take possession of the Equipment and sell, relet or otherwise dispose of the Equipment as a secured party under the applicable provisions of the Texas Business and Commerce Code, applying proceeds as provided in the same, deduct all expenses, costs, reasonable attorneys fees, and other charges incurred by HOLT. If the funds actually received by HOLT are insufficient to pay all amounts due under this Agreement, HOLT may thereafter pursue a deficiency against Customer.

In no event shall HOLT be required to sell or relet the Equipment, nor required to rebate or pay back any gain or profit as a result of leasing the Equipment. HOLT is not required to give Customer any notice of default before exercising any of the above remedies. In taking possession, HOLT may enter upon any premises where the Equipment may be located and remove the Equipment or store it on the premises without charge. Any claim for damages caused by the taking possession, storage or removal is hereby waived by Customer. The remedies provided herein shall not be exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity.

12. INDEMNITY: CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS HOLT FROM ANY AND ALL CLAIM, EXPENSE, CAUSE OF ACTION, DAMAGE, LIABILITY, COST, PENALTY, TAX, ASSESSMENT, CHARGE, PUNITIVE DAMAGE OR EXPENSE INCLUDING, BUT NOT LIMITED TO, THE ACCOUNT OF HOLT OR CUSTOMERS: (1) RELATING TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, THE MANUFACTURE, CONSTRUCTION, PURCHASE, DELIVERY, ACCEPTANCE OR REJECTION, INSTALLATION, OWNERSHIP, SALE, LEASING, REMOVAL OR RETURN OF THE EQUIPMENT, OR RESULTING FROM THE USE, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION OR CONDITION THEREOF (WHETHER DEFECTS ARE LATENT OR DISCOVERABLE) OR (2) BY REASON OR AS A RESULT OF ANY ACT OR OMISSION OF CUSTOMER OR HOLT (THE "INDEMNIFIED CLAIMS"), CUSTOMER SHALL COOPERATE FULLY WITH HOLT AND ALL INSURERS IN THE INVESTIGATION AND DEFENSE OF ANY CLAIMS OR SUITS ARISING FROM THE OPERATION OF THE EQUIPMENT. CUSTOMER WILL PROVIDE THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS FROM THE DATE THE INDEMNIFIED CLAIMS ARE FIRST MADE, UNTIL THERE IS A FINDING OF FACT BY AN ARBITRATOR, JURY OR INDEPENDENT TRIER OF FACT THAT HOLT WAS NEGLIGENT OR OTHERWISE AT FAULT, AND RESPONSIBLE FOR SOME PORTION OF THE DAMAGES, AFTER WHICH HOLT WILL ASSUME THE COST OF ITS OWN DEFENSE. HOLT MAY SELECT AND DIRECT THE COUNSEL WHO DEFENDS HOLT IN THE INDEMNIFIED CLAIMS. CUSTOMER WILL HAVE NO RIGHT OF REIMBURSEMENT FROM HOLT FOR ANY DAMAGES PAID OR INCURRED PRIOR TO THE DATE OF SUCH FINDING OF FACT.

13. SECURITY AGREEMENT: Customer hereby grants to HOLT a security interest in the Equipment and any and all additions and substitutions thereto or therefore and all proceeds thereof or other benefits or products attributable thereto to secure the payment of all liabilities and obligations of Customer incurred in connection with the Equipment and any other liability of Customer to HOLT whether now existing or hereafter arising and all renewals, extensions and rearrangement of such liabilities. Customer authorizes HOLT to file such financing statements covering the Equipment, as HOLT deems necessary or advisable. Customer hereby appoints HOLT as Customer's irrevocable agent and attorney-in-fact to execute and record all documents deemed necessary by HOLT: (i) to perfect a security interest in the Equipment; or (ii) to release, terminate and void Customer's interest in the Equipment. Customer agrees to pay the cost of filing or recording the same in all public offices at any time and from time to time whenever filing or recording is deemed by HOLT to be necessary and desirable. If the Customer shall default in the payment or performance of any obligation or liability secured hereby, HOLT may exercise any rights and remedies granted by the Texas Business and Commerce Code or by this Agreement.

14. USURY: It being the intention of the parties to strictly conform to the applicable usury laws, all agreements between the Customer and HOLT, whether now existing or hereafter arising and whether written or oral are hereby expressly limited so that in no event whether by reason of acceleration of the maturity of the obligations secured hereby or otherwise, shall the amount paid or agreed to be paid to HOLT for the use, forbearance, or detention of money hereunder or otherwise, exceed the maximum amount permissible under applicable law. If fulfillment of any provision or of any document evidencing or securing the obligations secured hereby shall involve exceeding the limits prescribed by law, then the obligation to be fulfilled shall be reduced to the legal limit; and if HOLT shall ever receive anything of value deemed interest under applicable law which would exceed interest at the highest lawful rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Customer. All sums paid or agreed to be paid to HOLT for the use, forbearance, or detention of the indebtedness of the Customer to HOLT hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of such indebtedness so that the rate of interest on account of such indebtedness is uniform through the term thereof.

15. RESPONSIBILITY FOR TAXES: Unless otherwise stated, the Purchase Price does not include sales, use or similar taxes. All taxes shall be paid by the Customer or in lieu thereof the Customer shall provide HOLT with a tax exemption certificate acceptable to the taxing authorities. From and after the transfer of possession of the Equipment, the Customer shall timely pay all taxes or other charges assessed by any public body against same, including any applicable property taxes.

16. ASSIGNMENT: Customer hereby consents to any assignment by HOLT of its rights and obligations hereunder, including without limitation, to HLKE, Inc. No assignee of HOLT shall be obligated to perform any covenant, condition or obligation required to be performed by HOLT hereunder. However, in the event any assignee agrees to assume the obligations of HOLT, Customer agrees that HOLT shall be released from all further liability hereunder. Neither this Agreement nor any of Customer's rights hereunder shall be assignable by Customer, either by its own act or by operation of law without the prior written consent of HOLT. A Customer purchasing under deferred Payment Terms further agrees it will not, without the prior written consent of HOLT, allow the Equipment to be used by persons other than employees of Customer or rent or sublease any Equipment to others.

17. CUSTOMER'S WARRANTIES, REPAIRS AND MAINTENANCE: In addition to the other warranties contained herein, Customer warrants to HOLT that (i) if Customer is a corporation, limited liability company or limited partnership, Customer is a duly organized and validly existing in good standing under the laws of the state in which it is organized and has duly authorized the execution, delivery and performance of this Agreement; (ii) the Agreement has been duly and validly executed and delivered by Customer and constitutes a valid contract which is fully enforceable against Customer according to its terms; (iii) the Equipment will at all times be used and operated solely in the conduct of Customer's business and not for personal, family or household use, and in accordance with the operation, use and/or instructional materials supplied to Customer; (iv) Customer will comply with all applicable law, acts, rules, regulations and orders affecting the Equipment or use thereof; (v) the Equipment will be used solely for the purpose for which it was designed and intended, and will not be abused or used beyond its rated capacity, and (vi) Customer shall operate the Equipment with reasonable care and diligence by skilled and trained operators and use reasonable precautions to prevent loss or damage to the Equipment.

For as long as Customer still owes any amount to HOLT under this Agreement, Customer, at its expense, at all times shall: (1) keep the Equipment in good and efficient working order and condition, and (2) pay all costs, expenses, fees and charges incurred in connection with the use or operation of the Equipment including, but not limited to, maintenance, storage and servicing. Customer's maintenance obligations shall include, but not be limited to, the performance of all daily maintenance recommended in applicable manufacturer operation, lubrication and/or maintenance guides ("Daily Maintenance"). Customer shall (i) utilize fluids, lubricants and filters which meet current manufacturer specifications and at all times maintain levels as recommended by the manufacturer; (ii) utilize scheduled oil sampling from HOLT; (iii) be responsible for all cleaning of the Equipment as required for maintenance; (iv) be responsible for tire and tube replacement, fuel, ground engaging tools (buckets, ripper shanks, etc.), glass breakage, make-up fluids, cleaning and painting; (v) be responsible for notifying HOLT or any other authorized dealer of any unusual noises or problems with respect to the Equipment; and (vi) be responsible for making the Equipment available for maintenance by HOLT or any other authorized dealer.

18. NOTICES: All notices hereunder shall be in writing and shall be deemed duly given if delivered personally or mailed, by first class or certified mail, return receipt requested, to the respective addresses of the parties set forth above or any other address designated by notice.

19. MAXIMUM RATE: "Maximum Rate" shall mean the lesser of: (1) 1.5% per month (18% per annum); or (2) the highest non-usurious rate allowed by Texas law.

20. ARBITRATION: THE PARTIES HERETO SHALL SUBMIT TO BINDING ARBITRATION ANY DISPUTED QUESTION OR CONTROVERSY ARISING UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATING TO THE TRANSACTION CONTEMPLATED BY THE AGREEMENT. ANY SUCH ARBITRATION SHALL BE CONDUCTED AT SAN ANTONIO,

BEXAR COUNTY, TEXAS. ANY PARTY MAY INITIATE THE ARBITRATION, BY NOTICE IN WRITING TO THE OTHER PARTY, SETTING FORTH THE NATURE OF THE DISPUTE, THE AMOUNT INVOLVED, IF ANY, AND THE REMEDY SOUGHT. ANY PARTY DESIRING TO INITIATE ARBITRATION SHALL SERVE A WRITTEN NOTICE OF INTENTION TO ARBITRATE TO THE OTHER PARTY AND TO THE AMERICAN ARBITRATION ASSOCIATION OFFICE IN OR CLOSEST TO SAN ANTONIO, TEXAS. SUCH NOTICE OF INTENTION TO ARBITRATE MAY BE INFORMAL AND NEED NOT COMPLY WITH RULE 6 OF THE AMERICAN ARBITRATION ASSOCIATION. LEGAL ACTION REGARDING THIS AGREEMENT AND ANY LIABILITIES HEREUNDER SHALL EITHER BE BROUGHT BY ARBITRATION, AS DESCRIBED HEREIN, OR BY JUDICIAL PROCEEDINGS AND THEN REFERRED TO ARBITRATION, BUT SHALL NOT BE PURSUED IN DIFFERENT OR ALTERNATIVE FORUMS. THE ISSUE OF WAIVER PURSUANT TO THIS PARAGRAPH IS AN ARBITRABLE ISSUE.

THE ARBITRATORS SHALL BE SELECTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. DEPOSITIONS MAY BE TAKEN AND OTHER DISCOVERY OBTAINED IN ANY ARBITRATION UNDER THIS AGREEMENT. THE ARBITRATORS, OR A MAJORITY OF THEM, ARE SPECIFICALLY EMPOWERED TO DECIDE (BY DOCUMENTS ONLY, OR WITH A HEARING, AT THE ARBITRATORS SOLE DISCRETION) PRE-HEARING MOTIONS WHICH ARE SUBSTANTIALLY SIMILAR TO PRE-HEARING MOTIONS TO DISMISS AND MOTIONS FOR SUMMARY ADJUDICATION. THE AWARD OF THE ARBITRATORS, OR A MAJORITY OF THEM, SHALL BE FINAL AND BINDING UPON THE PARTIES HERETO AND JUDGMENT THEREON MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. ALL STATUTES OF LIMITATIONS, WHICH WOULD OTHERWISE BE APPLICABLE, SHALL APPLY TO ANY ARBITRATION PROCEEDING HEREUNDER.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, AMENDMENT, OR EXPIRATION OF THIS AGREEMENT UNLESS ALL THE PARTIES HERETO OTHERWISE EXPRESSLY AGREE IN WRITING.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE IN THAT THE FUNDS, WHICH MAY BE ADVANCED OR COMMITTED UNDER THIS AGREEMENT, ARE DERIVED FROM INTERSTATE FINANCIAL MARKETS. THE FEDERAL ARBITRATION ACT SHALL GOVERN THE INTERPRETATION, ENFORCEMENT, AND PROCEEDINGS PURSUANT TO THE ARBITRATION CLAUSE IN THIS AGREEMENT.

THE ARBITRATORS, OR A MAJORITY OF THEM, MAY AWARD ATTORNEY'S FEES AND COSTS IN THEIR DISCRETION. OTHERWISE, EACH PARTY SHALL BEAR ITS OWN EXPENSES IN CONNECTION WITH PREPARATION FOR THE PRESENTATION OF ITS CASE AT THE ARBITRATION PROCEEDINGS AND THE FEES AND EXPENSES OF THE ARBITRATORS AND ALL OTHER EXPENSES OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES TO SUCH ARBITRATION.

21. MISCELLANEOUS: Time is of the essence of this Agreement. This Agreement represents the entire agreement between HOLT and Customer and all other representations or agreements, whether oral or in writing, are superseded by this Agreement. This Agreement may only be modified by a written agreement signed by Customer and HOLT. If any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of the Agreement shall not be affected and the provisions are declared severable. If there is more than one Customer, the obligations of Customers hereunder are joint and several. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of HOLT and Customer and their respective personal representatives, successors and assigns. This Agreement shall be governed and construed according to the laws of the state of Texas. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the state of Texas and the United States of America located in San Antonio, Texas, for any actions, suits, arbitrations, or proceedings arising out of or relating to this Agreement.

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TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency NAVARRO COUNTY Pct #1	
Address (Street & number, P.O. Box or Route number) 300 W. 3RD AVE SUITE # 204	Phone (Area code and number) 903-654-3000
City, State, ZIP code CORSICANA, TX 75110-4672	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Holt Texas, Ltd. dba HOLT CAT**

Street address: **3302 S.W.W. White Road** City, State, ZIP code: **San Antonio, Texas 78222**

Description of items to be purchased or on the attached order or invoice:

CATERPILLAR 120M MOTORGRADER
3/N B9N00265

Purchaser claims this exemption for the following reason:

GOVERNMENTAL

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here Purchaser Kathy B. Holloman	Title County Auditor	Date 10/18/10
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

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GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT
Transaction Number 1758989

Lessee: NAVARRO COUNTY, TEXAS PCT 1
Address: 300 W 3RD AVE STE 10
City: CORSICANA
State/ Zip TX 75110

Lessor: Caterpillar Financial Services Corporation
Address: 2120 West End Avenue
City: Nashville
State/Zip: Tennessee 37203-0001

LESSOR SHALL BE UNDER NO OBLIGATION TO PURCHASE THE UNIT(S) AND ENTER INTO THIS LEASE UNLESS LESSEE EXECUTES AND RETURNS THIS LEASE-PURCHASE AGREEMENT TO LESSOR ON OR BEFORE NOVEMBER 6, 2010.

1. LEASE PAYMENTS; CURRENT EXPENSE. Lessee agrees to pay the lease payments (the "Lease Payments") with respect to this Agreement during the term hereof in the amounts and on the dates specified below. A portion of each Lease Payment is paid as and represents the payment of interest and the balance of each Lease Payment is paid as and represents payment of principal. Lessor is authorized to insert the due dates of the Lease Payments and any other information that should be added hereto in order for this Agreement to reflect the specific agreements of the parties hereto. All Lease Payments shall be paid to Lessor without notice or demand at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Lease Payments exclusively from moneys legally available therefor, in lawful money of the United States of America. The obligations of Lessee, including its obligation to pay the Lease Payments due in any fiscal year, shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the constitution and laws of the State in which Lessee is located (the "State"). Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Paragraph) owing hereunder. EXCEPT AS PROVIDED IN PARAGRAPH 4, LESSEE'S OBLIGATIONS TO MAKE THE PAYMENTS TO LESSOR IN THE AMOUNTS REQUIRED HEREBY ARE ABSOLUTE AND UNCONDITIONAL. LESSEE FURTHER EXPRESSLY AGREES THAT IT WILL MAKE ALL SUCH PAYMENTS TO LESSOR REGARDLESS OF, AND WILL NOT ASSERT AGAINST LESSOR, ANY DEFENSE, CLAIM, SETOFF, OR COUNTERCLAIM OR OTHER RIGHT, EXISTING OR FUTURE, WHICH LESSEE MAY HAVE AGAINST THE LESSOR OR ANY OTHER PERSON OR ENTITY FOR ANY REASON. As used in this Agreement, "Payments" shall mean the Lease Payments and any other amounts required to be paid by Lessee hereunder.

Lease Payments shall be paid by Lessee to Lessor as follows: \$3,150.33 will be paid in arrears and the balance of the Lease Payments is payable in 59 successive monthly payments of which the first 58 payments are in the amount of \$3,150.33 each, and the last payment is in the amount of \$3,151.33 plus all other amounts then owing hereunder, with the first Lease Payment due one month after the date that Lessor signs this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. If Lessor does not receive a Lease Payment on the date it is due, Lessee shall pay to Lessor, on demand a late payment charge equal to the lesser of five percent (5%) of the payment not paid when due or the highest charge allowed by law, whichever is less.

The portion of the Lease Payments constituting principal shall bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3 50% per annum.

2. SECURITY INTEREST. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of equipment (the "Equipment") described below. In order to secure all of its obligations hereunder, Lessee hereby: (a) grants to Lessor a first and prior security interest in any and all right, title, and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom and (b) agrees to do any further act and hereby authorizes the filing of such financing statements, or to execute and deliver such certificates of title, notices or acknowledgement or other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest. Lessee at its expense will protect and defend Lessor's security interest in the Equipment and will keep the Equipment free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

Description of Unit(s)
(1) New 120M

Caterpillar Motor Grader

Serial#
B9N00265

Lessee confirms that it has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish during the term of this Agreement. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the scope of Lessee's authority and not in any trade or business carried on by a person other than Lessee.

3. WARRANTIES. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT AS TO LESSOR, LESSEE'S LEASE AND PURCHASE OF THE EQUIPMENT SHALL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Lessee shall enforce all warranties, agreements and representations, if any, with regard to the Equipment against the maker of such warranties. Except pursuant to an amendment as provided herein, no person is authorized to waive or alter any term or condition of this Agreement.

4. NONAPPROPRIATION. Lessee covenants and represents to Lessor that (a) Lessee will, to the extent permitted by State law include in its budget for each successive fiscal year during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, (b) Lessee has budgeted and has available for the current fiscal year sufficient funds to comply with its obligations under this Agreement and (c) there are no circumstances presently affecting Lessee that could reasonably be expected to adversely affect its ability to budget funds for the payment of sums due hereunder. Notwithstanding any provision of this Agreement to the contrary, Lessor and Lessee agree that in the event that prior to the commencement of any of Lessee's fiscal years Lessee does not have sufficient funds appropriated to make the Payments due hereunder for said fiscal year, Lessee shall have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving Lessor sixty (60) days prior written notice of its intent to cancel this Agreement. No later than the last day of the last fiscal year for which appropriations were made for the Payments due hereunder (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment, at Lessee's sole expense, in accordance with Paragraph 18, and this Agreement shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the Lease Payments beyond such fiscal year,



provided, that Lessee shall pay all Lease Payments and other Payments for which moneys have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set by lessor for each month or part thereof that Lessee fails to return the Equipment. To the extent lawful and permitted by public policy, Lessee agrees it will not terminate this Agreement under the provisions of this Paragraph 4 if any funds are appropriated to it or by it for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal year in which termination occurs or the next succeeding fiscal year.

5. TAX WARRANTY. Lessee is validly existing as a body corporate and politic and public instrumentality of the State with the power and authority to enter into this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. Lessee shall, at all times, do and perform all acts and things necessary and within its control in order to assure that the interest component of the Lease Payments received by the Lessor shall, for the purposes of Federal income taxation, be excluded from the gross income of the Lessor and shall not take or permit any act or thing that could cause the interest component of the Lease Payments received by the Lessor to be included in the gross income of the Lessor for the purposes of Federal income taxation. The Equipment will not be used in any trade or business carried on by a person other than Lessee. Lessee will report this Lease Purchase to the Internal Revenue Service by filing Form 8038G, 8038C or 8038 whichever is applicable. Failure to do so will cause the agreement to lose its tax exempt status. Lessee agrees that if the appropriate form is not filed, the interest rate will be adjusted to the equivalent taxable interest rate.

6. ASSIGNMENT. Lessee may not, without Lessor's written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part. Lessor may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of its right, title and interest in and to this Agreement and the Equipment and/or grant or assign a security interest herein, in whole or in part.

7. INDEMNITY. To the extent permitted by law, Lessee assumes liability for, agrees to and does hereby indemnify, protect and hold harmless Lessor and its agents, employees, officers, directors, subsidiaries and stockholders from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment or otherwise to perform or comply with any conditions of this Agreement. The indemnities contained in this Paragraph shall continue in full force and effect notwithstanding the termination of this Agreement. Lessee is an independent contractor and nothing contained in this Agreement shall authorize Lessee or any other person to operate or use any Equipment so as to incur any obligation on behalf of Lessor or impose any liability on Lessor. **Nothing in this Agreement is intended nor should any provision of this Agreement be construed to, limit, waiver, abridge or otherwise modify any rights, claims, or causes of action that the Lessee may have against any person or entity other than Lessor.**

8. LOSS AND DAMAGE. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment or any part thereof from any cause whatsoever. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to make Lease Payments or to perform any obligation owing hereunder. In the event of loss, theft, destruction or damage of any kind to any item of the Equipment, Lessee shall immediately notify Lessor and, at the option of Lessor, shall: (a) place the same in good repair, working order and condition (ordinary wear and tear excepted); or (b) replace the same with like equipment in good repair, working order and condition (ordinary wear and tear excepted). The "net proceeds" (as defined in the last sentence of this Paragraph) of any insurance recovery shall be applied to clause (a) or (b) as provided above unless an Event of Default shall have occurred and be continuing in which case the net proceeds shall be paid to Lessor to the extent of, and applied to the amount due and payable to Lessor under this Agreement. Any net proceeds remaining after application of net proceeds in accordance with the preceding sentence shall be paid to, and belong to, Lessee. If the net proceeds of any insurance recovery are insufficient to pay in full for the repair, restoration or replacement of the Equipment, Lessee shall either complete the work to the satisfaction of Lessor, and pay any costs in excess of the net proceeds without any claim for reimbursement or credit from Lessor or pay the then applicable purchase price for the Equipment (as determined by Lessor according to its usual and customary manner) plus all Payments then due and owing hereunder. "Net proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorney's fees) incurred in the collection of such claim or award.

9. INSURANCE. Lessee agrees to keep the Equipment insured to protect all interests of Lessor, at Lessee's expense, for such risks, in such amounts, in such forms and with such companies as Lessor may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Lessor may (but shall not be obligated to) insure the Equipment at the expense of Lessee. Any insurance policies relating to loss or damage to the Equipment will name Lessor as loss payee as its interests may appear and the proceeds may be applied toward the replacement or repair of the Equipment or the satisfaction of the Payments due hereunder. Any such policies shall contain a provision that they may not be cancelled or the coverage reduced without thirty (30) days prior written notice to Lessor. Any liability insurance policies will name Lessee and Lessor as co-insured and the proceeds shall be applied first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premiums under any insurance policy issued on the Equipment and hereby assigns to Lessor all of its right, title and interest in and to such insurance policies and the proceeds thereof. If Lessee is self-insured with respect to equipment such as the Equipment, Lessee shall maintain an actuarially sound self-insurance program in form satisfactory to Lessor and shall provide evidence thereof in form and substance satisfactory to Lessor.

10. TAXES, MAINTENANCE AND INSPECTION. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Equipment. Lessee agrees to use, operate and maintain the Equipment in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Equipment, and shall not rent the same or permit the same to be used by anyone other than Lessee or Lessee's employees. Lessee agrees to keep the Equipment in good repair, working order and condition (ordinary wear and tear excepted) and house the same in suitable shelter, and to permit Lessor or its assigns to inspect the Equipment at any time and to otherwise protect its interests therein. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for the Equipment will be provided by Lessor. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications or attachments to the Equipment that cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. In the event the Equipment is returned to Lessor, the Lessee, at its sole cost and expense, and at the request of Lessor, will remove all alterations, modifications and attachments, and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted. All replacement parts shall be free and clear of liens of others, and shall become part of the Equipment and subject to the terms hereof.

11. LATE PAYMENTS AND PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR. If (a) any Payment other than a Lease Payment is not paid when due or (b) Lessee fails to perform any of its obligations hereunder and Lessor performs the same for the account of Lessee and incurs expenses, costs, penalties or liabilities in so doing ("Reimbursable Expenses"), Lessee shall pay interest on such Payment from the date due and, with respect to the Reimbursable Expenses, from the date incurred, in each case until paid, at the rate of eighteen (18%) percent per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law).

12. DEFAULT. The following shall constitute an event of default under this Agreement, and the terms "Event of Default" and "default" shall include, whenever they are used in this Agreement, the following: (a) subject to Paragraph 4 hereof, failure by Lessee to pay any Lease Payment or any other Payment required to be paid when due and such failure continues for ten (10) days after the due date thereof, (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Agreement or any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (d) any determination by the United States Internal Revenue Service that the portion of the Payments constituting "interest" is includible in the gross income of Lessor for Federal income tax purposes, or (e) the filing of a petition in bankruptcy by or against Lessee, or failure of Lessee promptly to lift any execution, garnishment, or attachment of such consequences as would impair the ability of Lessee to carry on its governmental functions, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

13. REMEDIES. Whenever any Event of Default shall have occurred, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps: (a) Lessor, may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by Lessee; (b) Lessor may repossess any or all of the Equipment by giving Lessee written notice to deliver the Equipment to Lessor in the manner provided in Paragraph 18, or in the event Lessee fails to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Lease Payments due during the fiscal year then in effect; (c) If Lessor terminates this Agreement and takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes; (iv) all costs and expenses incurred by Lessor to return the Equipment to the condition required by Paragraph 18 hereof; and (v) all Payments whether due or due in the future hereunder. Any disposition proceeds remaining after these disbursements have been made shall be paid to Lessee. In addition, Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations hereunder. Lessor's rights and remedies are cumulative and may be exercised concurrently or separately. No such right or remedy is exclusive of any other right or remedy permitted by this Agreement or by law or in equity.

14. NOTICES. For the purpose of this Agreement any notices required to be given, shall be given to the parties hereto in writing and by certified mail at the address herein set forth, or to such other addresses as each party may substitute by notice to the other, which notice shall be effective upon its receipt.

15. DELIVERY; TITLE. Lessee has advised Lessor of its desire to lease the Equipment, the cost of the Equipment, the expected delivery date and the desired lease terms for the Equipment. Lessee shall order such Equipment and shall cause such Equipment to be delivered pursuant to Lessee's directions. Lessor shall have no liability to Lessee, or to any other person for transportation, delivery or installation of the Equipment. Lessee shall bear the risk of loss with respect to any Equipment. Notwithstanding the designation of Caterpillar Financial Services Corporation as Lessor, Caterpillar Financial Services Corporation shall not own the Equipment. Unless applicable law requires to the contrary, legal title to the Equipment, including, if applicable, any software license component thereof shall, so long as an Event of Default or the termination of this Agreement pursuant to Paragraph 4 hereof has not occurred, and only as provided by law, be in Lessee. Upon the occurrence of an Event of Default or termination of this Agreement pursuant to Paragraph 4 hereof, full and unencumbered legal title to the Equipment shall pass to the Lessor without the necessity of further action by the parties hereto, and the Lessee shall have no further interest therein. In connection with the reversion of title to Lessor, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of Lessee's title and interest therein, and upon request by the Lessor, the Lessee shall deliver possession of the Equipment to the Lessor at Lessee's sole cost and expense and in the condition required by Paragraph 18 hereof.

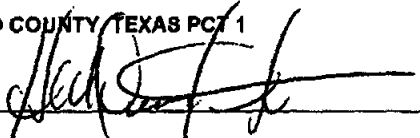
16. MISCELLANEOUS. This Agreement may not be modified, amended, altered or changed except by a written agreement signed by both parties. In the event any provision hereof shall be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between Lessee and Lessor and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement.

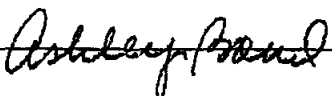
17. JURY TRIAL WAIVER. THE PARTIES TO THIS AGREEMENT HEREBY UNCONDITIONALLY WAIVE, IN A KNOWING AND INTENTIONAL MANNER, THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR RELATED DOCUMENTS, ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER HEREOF OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN THEM.

18. RETURN OF EQUIPMENT. If Lessor is entitled to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (ordinary wear and tear excepted), shall be in good operating order and maintenance as required hereby, shall be free and clear of any liens (except Lessor's lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of this Agreement shall remain in full force and effect including, without limitation, Lessee's obligation to pay Lease Payments and to insure the Equipment.

19. OTHER DOCUMENTS. In connection with the execution of this Agreement, Lessee shall cause to be delivered to Lessor (i) an Acceptance Certificate substantially in the form attached hereto as Attachment A; (ii) a certified copy of Lessee's Authorizing Resolution substantially in the form attached hereto as Attachment B, (iii) a Verification of Insurance substantially in the form attached hereto, (iv) an opinion of Lessee's counsel substantially in the form attached hereto as Attachment C, (v) a form 8038 G or 8038 GC as required under the Code, and (vi) any other documents or items required by Lessor.

20. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws, excluding the laws relating to the choice of law, of the State.

Lessee:
NAVARRO COUNTY TEXAS PCT 1
 Signature: 
 By: **H.M. DAVENPORT, JR.**
 Print Name
 Title: **NAVARRO COUNTY JUDGE**
 Date: **OCTOBER 18, 2010**

Lessor:
Caterpillar Financial Services Corporation
Ashley Bond
 Signature: 
 By: _____
 Print Name
Documentation Manager
 Title: _____
 Date: 11/3/10

ATTACHMENT A

ACCEPTANCE CERTIFICATE

This Acceptance Certificate is executed and delivered by **NAVARRO COUNTY, TEXAS PCT 1** ("Lessee") in connection with the Governmental Equipment Lease-Purchase Agreement Transaction Number 1758989 (the "Agreement"), between Lessee and **Caterpillar Financial Services Corporation** ("Lessor").

Lessee hereby certifies that:

1. Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Agreement.

2. The Equipment: 1 NEW 120M Caterpillar Motor Grader B9N00265 has been delivered to it, and has been inspected by it, and is in good working order and condition and is of the size, design, capacity and manufacture selected by it and meets the provisions of the purchase orders with respect thereto. Lessee hereby confirms it irrevocably accepts said items of Equipment "as-is, where-is" for all purposes of the Agreement as of the Acceptance Date set forth below.

3. The Equipment will be located at:
300 W 3RD AVE CORSICANA TX 75110 NAVARRO

4. The Acceptance Date is OCTOBER 12, 2010

Lessee:
NAVARRO COUNTY, TEXAS PCT 1

Signature: *Kathy B. Hollomon*

By : KATHY B. HOLLOMON
Print Name

Title: NAVARRO COUNTY AUDITOR

Date: OCTOBER 18, 2010

VERIFICATION OF INSURANCE

Lessor:
Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, TN 37203-0001

Lessee:
NAVARRO COUNTY, TEXAS PCT 1
300 W 3RD AVE STE 10
CORNICANA, TX 75110

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 1758989 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: TEXAS ASSOCIATION OF COUNTIES

Address: 1210 SAN ANTONIO ST.; AUSTIN, TX 78701

Phone No: 512-478-8753

Agent's Name: ALEXANDRA ADUDELL

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Lessee:
NAVARRO COUNTY, TEXAS PCT 1

Signature: *Kathy B. Hollomon*

By: KATHY B. HOLLOMON
Print Name

Title: NAVARRO COUNTY AUDTIOR

Date: OCTOBER 14, 2010



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Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name NAVARRO COUNTY		2 Issuer's employer identification number (EIN) 75 6001092	
3 Number and street (or P.O. box if mail is not delivered to street address) 300 W. THIRD AVE.		Room/suite 10	4 Report number (For IRS Use Only) 3
5 City, town, or post office, state, and ZIP code CORSICANA, TEXAS 75110		6 Date of issue 10/18/2010	
7 Name of issue 120M CATERPILLAR MOTOR GRADER		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information KATHY B. HOLLOMON, COUNTY AUDITOR		10 Telephone number of officer or other person (903) 654-3095	

Part II Type of Issue (enter the issue price) See instructions and attach schedule

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 173174.38	\$	5 years	3.5 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded . . . ► _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . ► _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . ► _____

34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

CUSTOMER INFORMATION VERIFICATION

(Required Document)

In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: 230095

Current Information on file

Please make corrections here

Customer Name: NAVARRO COUNTY, TEXAS PCT 1

Physical Address: 300 W 3RD AVE STE 10
CORSICANA, TX 75110

Mailing Address: 300 W 3RD AVE STE 10
CORSICANA, TX 75110

Equipment Location: 300 W 3RD AVE
CORSICANA, TX 75110, NAVARRO

Business Phone: (903)654-3095

Fed. ID # or SS #: 75-6001092

E-mail Address: KHOLLOMON@NAVARROCOUNTY.ORG

Accounts Payable Contact Name and Phone:

JEANNIE KEENEY, 903-654-3095

Tax Information

Sales Tax Rate: 0

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits Asset outside the City Limits? Yes ___ No

Tax Exemption Status: Exempt
 Non-Exempt

If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents – Not needed by CFSC if dealer ISC

Other Information:

*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?

- ALL CONTRACTS
- THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.


Customer Initials

Data Privacy Notice:

This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.

598

Amendment No. 1 to Governmental Equipment Lease-Purchase Agreement
(For use with Texas Lessees in tax-exempt transactions)

WHEREAS, Caterpillar Financial Services Corporation ("Lessor") and the political subdivision of the State of Texas named below ("Lessee") are parties to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement"), Transaction Number 1758989; and

WHEREAS, Lessor and Lessee have agreed to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

- 1. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.
- 2. Paragraph 4 of the Agreement is amended and restated in its entirety to read as follows:

ANNUAL RIGHT OF TERMINATION. Lessee may terminate this Agreement as of the last day of any calendar year during the term hereof by giving Lessor sixty (60) days prior written notice of its intent to terminate this Agreement (although the failure to give such notice shall not affect Lessee's right to terminate this Agreement as provided herein). In the event Lessee gives to Lessor such notice during the term hereof, Lessee shall, no later than the last day of such calendar year (the "Return Date"), return to Lessor all, but not less than all, of the Equipment, at Lessee's sole expense, in accordance with Paragraph 18, and this Agreement shall terminate on the Return Date. Thereafter, Lessee shall not incur any additional obligations hereunder, provided, that, Lessee shall pay all Lease Payments and other Payments due prior to the Return Date and, provided further, that Lessee shall pay month-to-month rent at the rate set forth above for each month or part thereof that Lessee fails to return the Equipment.

3. Except as amended hereby, the Agreement remains in full force and effect and enforceable in accordance with its terms. This amendment set forth herein shall be effective as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers duly authorized thereto as of the date of the Agreement set forth above.

NAVARRO COUNTY, TEXAS PCT 1
 By: [Signature]
 Name: H. M. DAVENPORT, JR.
 Title: NAVARRO COUNTY JUDGE
 Date: OCTOBER 18, 2010

Caterpillar Financial Services Corporation
 Ashley Bond
 By: [Signature]
 Name: Ashley Bond
 Title: Documentation Manager
 Date: 11/3/10



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Option B

I elect to obtain my own commercial insurance on the equipment shown below from the following agent and insurance company. I understand that the processing of this transaction may be held pending receipt and verification of this information.

Date OCTOBER 14, 2010

Customer's Name NAVARRO COUNTY, TEXAS PCT 1

Address 300 W 3RD AVE STE 10

City CORSICANA State TX Zip 75110

Dealer Name HOLT TEXAS, LTD

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. **Need a quote? Call Caterpillar Insurance Services 800-248-4228 extension 5754**

Model # Serial #	Equipment Description	Value Including Tax
A. 120M B9N00265	Caterpillar Motor Grader	\$199,174.38
B.		
C.		
D.		

TEXAS ASSOCIATION OF COUNTIES
Insurance Agency
ALEXANDRA ADUDELLE
Insurance Agent's Name
1210 SAN ANTONIO ST
Street Address
AUSTIN TEXAS 78701
City State Zip
512-478-8753 512-478-1426
Agent's Phone Number Fax Number
alexandraa@county.org
Agent's E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a loss payee:

- To my existing policy number _____, which now provides the coverage required, or
- To a policy which you are authorized to issue in the name listed above which will provide the coverage required.

Caterpillar Financial Services Corp must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person shall not invalidate the insurance to Caterpillar Financial Services Corporation.

KATHLY B. HOLLOMON Kathly B. Hollomon 10/18/10
Print Name Customer Signature Date

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION.

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203
Fax #: (615) 341-1627

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

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GENERAL LIABILITY

**Automatic Additional Insureds Endorsement-
Equipment Leases**

This endorsement modifies the General Liability Coverage Document to which it is attached. This change is effective on the inception date of the Document unless another date is indicated below.

The following provision is added to Section II – Who is a Covered Person:

Any person(s) or organization(s) (hereinafter called “Additional Insured”) with whom the **Named Member** agrees in a written equipment lease or rental agreement to name as an insured is an insured with respect to liability arising out of the maintenance, operation or use by an **employee** of the **Named Member** of the equipment leased, as shown on the schedule below, to the **Named Member**, by such person(s) or organization(s) subject to the following additional exclusions.

The coverage provided to the Additional Insured does not apply to:

Bodily Injury, property damage or personal injury occurring after the **Named Member** ceases to lease the equipment.

Bodily Injury, property damage or personal injury arising out of the sole negligence of the Additional Insured.

Property damage to:

Property owned, used or occupied by or rented to the Additional Insured; or

Property in the care, custody or control of the Additional Insured or over which the Additional Insured is for any purpose exercising physical control.

ADDITIONAL INSURED:

**Caterpillar Financial Services Corporation
2120 West End Ave.
Nashville, TN 37203-0001**

SCHEDULE OF LEASED EQUIPMENT:

2009 CAT 120M #0B9N00265

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THE COVERAGE REMAIN UNCHANGED.

Endorsement: GL/AIEL

Endorsement Effective Date: Thursday, October 14, 2010

Named Member: Navarro County

Attached to and forming part of Coverage Document Number: GL 1750 2010 01 01

601

RISK MANAGEMENT POOL

CERTIFICATE OF PROPERTY COVERAGE

The Texas Association of Counties Risk Management Pool is created to enable each county or county-related governmental entity to provide self insurance coverage against physical damage claims. The specified county or county related governmental entity participates in this Fund under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Navarro County
300 West Third Avenue, Suite 14
Corsicana, TX 75110

Coverage Agreement No.: PR 1750 2010 07 01

Coverage Period: 10/14/2010 to 7/1/2011

PROPERTY

Includes the following coverages:

All risk of physical loss subject to coverage terms, exclusions and conditions.

Actual cash value

Deductible: \$5,000


With respect to the following property:

2009 CAT 120M #0B9N00265

Total Value: \$199,174

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Lien Holder / Loss Payee
Ceterpillar Financial Services Corporation
2120 West End Ave.
Nashville, TN 37203-0001


Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Thursday, October 14, 2010

602

RISK MANAGEMENT POOL

CERTIFICATE OF GENERAL LIABILITY COVERAGE

The Texas Association of Counties Risk Management Pool is created by Chapter 119 of the Local Government Code to enable each county to provide self insurance coverage against liability claims. The specified county participates in this Pool under an agreement pursuant to the provisions of and operates under the Chapter 791, Texas Government Code Annotated.

NAME AND ADDRESS OF COVERED COUNTY:

Navarro County
300 West Third Avenue, Suite 14
Corsicana, TX 75110

Coverage Agreement No.: GL 1750 2010 01 01

Coverage Period: 10/14/2010 to 1/1/2011

GENERAL LIABILITY

Limits of Liability:

Bodily Injury

\$100,000 per person

\$300,000 per occurrence

Property Damage

\$100,000 per occurrence

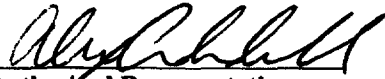
Deductible: \$5,000

With respect to the following property:
2009 CAT 120M #0B9N00265

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the Pool. The certificate does verify that coverage has been placed in force for the period indicated above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage provided by the Pool described herein is subject to all the terms, exclusions and conditions of the coverage document issued by the Pool. The coverage is primary without right of contribution from any insurance carried by any additional insured. Should any of the above described coverage be altered or cancelled the Pool will endeavor to mail ten days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

Additional Insured

Caterpillar Financial Services Corporation
2120 West End Ave.
Nashville, TN 37203-0001



Authorized Representative
Texas Association of Counties
1210 San Antonio St.
Austin, TX 78701-1834
(512) 478-8753

Certificate Issued
Thursday, October 14, 2010

ATTACHMENT B

LESSEE'S AUTHORIZING RESOLUTION

Whereas, NAVARRO COUNTY, TEXAS PCT 1 (the "Governmental Entity"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Texas (the "State"), is authorized by the laws of the State to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into contracts with respect thereto; and

Whereas, in order to acquire such equipment, the Governmental Entity proposes to enter into a lease-purchase transaction pursuant to that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar Financial Services Corporation, the form of which has been presented to the governing body of the Governmental Entity at this meeting;


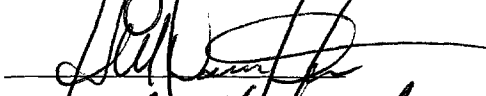
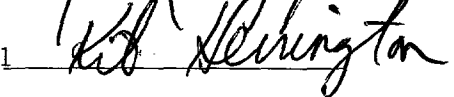
Now, Therefore, Be It And It Is Hereby Resolved:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and all other schedules and exhibits attached thereto are hereby approved in substantially the form presented at this meeting, with such insertions, omissions and changes as shall be approved by counsel of the Governmental Entity or other members of the governing body of the Governmental Entity executing the same, the execution of such documents being conclusive evidence of such approval; and the persons holding the titles listed below or any other officer of the Governmental Entity who shall have the power to execute contracts on its behalf are hereby authorized and directed to execute, acknowledge, countersign and deliver the Agreement and all exhibits attached thereto, and the Secretary/Clerk of the Governmental Entity is hereby authorized to attest to the foregoing and affix the seal of the Governmental Entity to such documents.

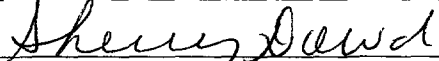
Section 2. Other Actions Authorized. The officers and employees of the Governmental Entity shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, or any other instrument shall be construed with respect to the Governmental Entity as incurring a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement.

Section 4. Authorized Signatories. Following are the true names, correct titles and specimen signatures of the incumbent officers referred to in the foregoing resolution:

Name (Print or Type)	Title (Print or Type)	Signature
<u>KATHY B. HOLLomon</u>	<u>NAVARRO COUNTY AUDITOR</u>	
<u>H.M. DAVENPORT, JR.</u>	<u>NAVARRO COUNTY JUDGE</u>	
<u>KIT HERRINGTON</u>	<u>NAVARRO COUNTY COMMISSIONER PCT 1</u>	

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption. This Resolution was adopted and approved on OCTOBER 18, 2010.

Signature: 
Secretary /Clerk

Name Printed: SHERRY DOWD, NAVARRO COUNTY CLERK

Date: 10-18-2010

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OFFICE OF
R. LOWELL THOMPSON
CRIMINAL DISTRICT ATTORNEY
NAVARRO COUNTY COURTHOUSE
300 WEST 3RD AVENUE, SUITE 203
CORSIANA, TEXAS 75110

TELEPHONE
903-654-3045

October 18, 2010

FAX
903-872-6858

Lessor: Caterpillar Financial Services Corporation
2120 West End Avenue
Nashville, TN 37203-0001

Re: Governmental Equipment Lease-Purchase Agreement Transaction Number 1758989, by and between **NAVARRO COUNTY, TEXAS PCT 1** and Lessor.

Ladies and Gentlemen:

I have acted as counsel to Lessee in connection with the execution and delivery by Lessee of the Governmental Equipment Lease-Purchase Agreement described above, and all related exhibits, attachments and other documents necessary to consummate the transactions contemplated therein (collectively, the foregoing is referred to as the "Lease").

Based upon the foregoing examination and upon an examination of such other documents, records, and certificates and having made such other investigation as I consider necessary to render the opinions herein, I am of the opinion that:

1. Lessee is a Precinct of Navarro County duly organized and legally existing as a political subdivision under the Constitution and laws of the State of Texas (the "State") with full power and authority to enter into the Lease and to carry out its obligations thereunder and the transactions contemplated thereby.
2. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by Lessor, constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally, and does not violate any judgment, order, law or regulation applicable to Lessee.
3. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Lease or in any way to contest the validity of the Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. The appropriation of moneys to pay the Lease Payments coming due under the Lease does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
5. The Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations and Rulings related thereto, a state or fully constituted political subdivision or agency of a state. The portion of Lease Payments made by Lessee identified as the interest component thereof will not be includible as Federal gross income under applicable statutes, regulations, court decisions and rulings existing on the date of this opinion is not an item of tax preference and consequently will be exempt from present Federal income taxes except to the extent taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

Very truly yours,

R. Lowell Thompson
Navarro County Criminal District Attorney

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CATERPILLAR FINANCIAL SERVICES CORPORATION

HOLT TEXAS, LTD
HOLT AVE @ SOUTH W W WHITE RD
P.O. BOX 207916
SAN ANTONIO TX 782207916

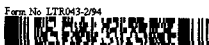
Reference: NAVARRO COUNTY, TEXAS PCT 1

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



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PURCHASE AGREEMENT

This Purchase Agreement, Transaction Number 1758989, is between **HOLT TEXAS, LTD** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>		<u>Serial#</u>	<u>Freight</u>	<u>Total Price</u>
(1) 120M	New Caterpillar Motor Grader	B9N00265	\$0.00	\$173,174.38

Lessee:
NAVARRO COUNTY, TEXAS PCT 1
300 W 3RD AVE STE 10
CORSICANA, TX 75110

Subtotal 173,174.38
Tax 0.00
Total Purchase Price 173,174.38

Unit(s) Delivery Point:
300 W 3RD AVE
CORSICANA, TX 75110, NAVARRO

See next page for additional terms and conditions.

HOLT TEXAS, LTD

(Vendor)

Signature _____

Name (PRINT) _____

Title _____

Date _____

Caterpillar Financial Services Corporation

Signature _____

Name (PRINT) _____

Title _____

Date _____



ADDITIONAL TERMS AND CONDITIONS

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

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EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 327-2865

Dated OCTOBER 18, 2010

between
Caterpillar Financial Services Corporation
and
NAVARRO COUNTY, TEXAS

Description of Unit: 1 Caterpillar 120M serial # B9N00265

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.50000%	Concluding Payment (*)
0	173,174.38	0.00	0.00	0.00	173,174.38
1	173,174.38	3,150.33	0.00	505.09	170,529.14
2	170,529.14	3,150.33	0.00	497.38	167,876.19
3	167,876.19	3,150.33	0.00	489.64	165,215.50
4	165,215.50	3,150.33	0.00	481.88	162,547.05
5	162,547.05	3,150.33	0.00	474.10	159,870.82
6	159,870.82	3,150.33	0.00	466.29	157,186.78
7	157,186.78	3,150.33	0.00	458.46	154,494.91
8	154,494.91	3,150.33	0.00	450.61	151,795.19
9	151,795.19	3,150.33	0.00	442.74	149,087.60
10	149,087.60	3,150.33	0.00	434.84	146,372.11
11	146,372.11	3,150.33	0.00	426.92	143,648.70
12	143,648.70	3,150.33	0.00	418.98	140,917.35
13	140,917.35	3,150.33	0.00	411.01	138,178.03
14	138,178.03	3,150.33	0.00	403.02	135,430.72
15	135,430.72	3,150.33	0.00	395.00	132,675.39
16	132,675.39	3,150.33	0.00	386.97	129,912.03
17	129,912.03	3,150.33	0.00	378.92	127,140.62
18	127,140.62	3,150.33	0.00	370.82	124,361.11
19	124,361.11	3,150.33	0.00	362.72	121,573.50
20	121,573.50	3,150.33	0.00	354.59	118,777.76
21	118,777.76	3,150.33	0.00	346.44	115,973.87
22	115,973.87	3,150.33	0.00	338.26	113,161.80
23	113,161.80	3,150.33	0.00	330.06	110,341.53
24	110,341.53	3,150.33	0.00	321.83	107,513.03
25	107,513.03	3,150.33	0.00	313.58	104,676.28
26	104,676.28	3,150.33	0.00	305.30	101,831.25
27	101,831.25	3,150.33	0.00	297.01	98,977.93
28	98,977.93	3,150.33	0.00	288.69	96,116.29
29	96,116.29	3,150.33	0.00	280.34	93,246.30
30	93,246.30	3,150.33	0.00	271.97	90,367.94
31	90,367.94	3,150.33	0.00	263.57	87,481.18
32	87,481.18	3,150.33	0.00	255.16	84,586.01
33	84,586.01	3,150.33	0.00	246.71	81,682.39
34	81,682.39	3,150.33	0.00	238.24	78,770.30
35	78,770.30	3,150.33	0.00	229.75	75,849.72
36	75,849.72	3,150.33	0.00	221.23	72,920.62
37	72,920.62	3,150.33	0.00	212.68	69,982.97
38	69,982.97	3,150.33	0.00	204.12	67,036.76
39	67,036.76	3,150.33	0.00	195.53	64,081.96
40	64,081.96	3,150.33	0.00	186.90	61,118.53
41	61,118.53	3,150.33	0.00	178.27	58,146.47
42	58,146.47	3,150.33	0.00	169.59	55,165.73
43	55,165.73	3,150.33	0.00	160.90	52,176.30
44	52,176.30	3,150.33	0.00	152.19	49,178.16
45	49,178.16	3,150.33	0.00	143.43	46,171.26
46	46,171.26	3,150.33	0.00	134.67	43,155.60
47	43,155.60	3,150.33	0.00	125.87	40,131.14
48	40,131.14	3,150.33	0.00	117.05	37,097.86
49	37,097.86	3,150.33	0.00	108.20	34,055.73
50	34,055.73	3,150.33	0.00	99.34	31,004.74
51	31,004.74	3,150.33	0.00	90.43	27,944.84
52	27,944.84	3,150.33	0.00	81.50	24,876.01
53	24,876.01	3,150.33	0.00	72.56	21,798.24
54	21,798.24	3,150.33	0.00	63.58	18,711.49

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EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 327-2865

Dated OCTOBER 18, 2010

between
Caterpillar Financial Services Corporation
and
NAVARRO COUNTY, TEXAS

Description of Unit: 1 Caterpillar 120M serial # B9N00265

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.50000%	Concluding Payment (*)
55	18,711.49	3,150.33	0.00	54.58	15,615.74
56	15,615.74	3,150.33	0.00	45.54	12,510.95
57	12,510.95	3,150.33	0.00	36.49	9,397.11
58	9,397.11	3,150.33	0.00	27.41	6,274.19
59	6,274.19	3,150.33	0.00	18.30	3,142.16
60	3,142.16	3,151.33	1.00	9.17	0.00
		<u>189,020.80</u>	<u>1.00</u>	<u>15,846.42</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: kh
(Lessee)

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Caterpillar Financial Services Corporation
This information completes the document set.
ID: 3272865 10/07/2010 12:14 PMCT

NAVARRO COUNTY, TEXAS PCT 1
300 W 3RD AVE STE 10

CORSICANA TX 75110
County: NAVARRO

HOLT TEXAS, LTD
HOLT AVE @ SOUTH W W WHITE RD
P.O. BOX 207916
SAN ANTONIO, TX 782207916

Description of Equipment:
(1) New 120M

Caterpillar Motor Grader

B9N00265

For questions regarding the filing of UCC(s) please contact your CFSC representative.

Federal Tax ID# CFSC: 37-1105865
Federal Tax ID# Dealer:
Federal Tax ID# Customer: 75-6001092

FOR CUSTOMERS CLAIMING EXEMPTION FROM SALES AND USE TAX:

AN EXEMPTION CERTIFICATE MUST BE ATTACHED OR ON FILE WITH CFSC. THE CERTIFICATE MUST BE MADE OUT TO "CATERPILLAR FINANCIAL SERVICES CORPORATION"; INCLUDE THE REGISTRATION NUMBER OF THE CUSTOMER FOR THE STATE IN WHICH THE EQUIPMENT IS LOCATED; STATE THE REASON FOR THE EXEMPTION; AND BE SIGNED AND DATED BY A CORPORATE OFFICER OR AUTHORIZED PERSONNEL WITH THE CUSTOMER. TO VERIFY THAT A CERTIFICATE IS ON FILE, CONTACT THE CFSC TAX DEPARTMENT ON 615-341-8451.

List of documents and quantities included in this package:

(1)RPGVCKLST, (1)GOVLEASE, (1)CISCICSF, (1)CUVER, (1)EXPTRKLT, (1)GOVACCEPT, (1)GOVAUTH, (1)GOVINS, (1)GOVOPCO, (1)GOVTXAM, (1)LTR043, (1)PA0010STD, (1)XCAAC2

Comments:

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**2011 Navarro County Resolution
Indigent Defense Grant Program**

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

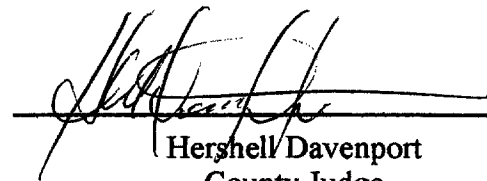
WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Navarro County Commissioners Court has agreed that in the event of loss or misuse of the funds, Navarro County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this 18th day of October, 2010.



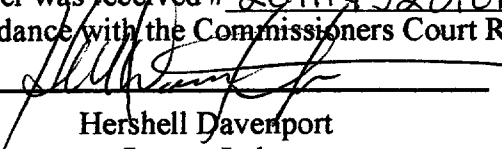
Hershell Davenport
County Judge

Attest: 

County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received # 201117520101014. This grant application submission was in accordance with the Commissioners Court Resolution above.



Hershell Davenport
County Judge