

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 15TH DAY OF NOVEMBER, 2010 AT 10:00 A.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. 10:00 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONER OLSEN
3. PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- ROY MESSICK-CO RD 2240, ROBERT DUNN-
NWCR 0070, RICHARD SCHLENK-NWCR 0070
4. MOTION TO APPROVE CANVASSING NOVEMBER 2, 2010 GENERAL
ELECTION BY HOLT SEC BY WARREN **TO WIT PG 658-663**
ALL VOTED AYE MOTION CARRIED
5. MOTION TO APPROVE FINANCING JOHN DEERE TRACTOR FOR
PRECICNT 1 BY HERRINGTON SEC BY OLSEN **TO WIT PG 664-674**
ALL VOTED AYE MOTION CARRIED
6. MOTION TO APPROVE DONATION OF PAYCHECKS FROM STATE
REPRESENTATIVE TOTALING \$332.79 FOR COURTHOUSE
RESTORATION FUND BY JUDGE DAVENPORT SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED **TO WIT PG 675-676**
7. MOTION TO APPROVE BUDGET ADJUSTMENT REQUEST FROM
PLANNING AND DEVELOPMENT DIRECTOR TO MOVE \$1,500 FROM
101-402-410 PROFESSIONAL SERVICES TO 101-402-320 OPERATING
EQUIPMENT TO PURCHASE RIFLES FOR ENVIRONMENTAL OFFICERS
BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
8. MOTION TO APPROVE CERTIFYING UNBUDGETED REVENUE FROM
THE TEXAS HISTORICAL COMMISSION PURSUANT TO LOCAL
GOVERNMENT CODE 111.0706 \$11,249.85 BY OLSEN SEC BY WARREN
ALL VOTED AYE MOTION CARRIED

9. MOTION TO APPROVE SPECIAL BUDGET AMENDMENT IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE 111.0760 DUE TO RECEIPT UNBUDGETED FUNDS \$11,249.85 BY HERRINGTON SEC BY OLSEN **TO WIT PG 677**
ALL VOTED AYE MOTION CARRIED
10. MOTION TO REJECT AWARDED TABLED BIDS FOR THE RECONSTRUCTION OF SECR 2240, PCT 2 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED
11. MOTION TO ADJOURN BY HOLT SEC BY HERRINGTON
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 NOVEMBER 15TH, 2010.

SIGNED 15 DAY OF NOVEMBER 2010.


SHERRY DOWD, COUNTY CLERK



SUMMARY REPT-GROUP DETAIL

NAVARRO COUNTY, TEXAS
GENERAL ELECTION
NOVEMBER 2, 2010

UNOFFICIAL RESULTS

RUN DATE:11/09/10 10:24 AM

REPORT-EL45A

PAGE 001

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
PRECINCTS COUNTED (OF 43)	39	90.70				
REGISTERED VOTERS - TOTAL	27,097					
BALLOTS CAST - TOTAL	10,103		3,493	244	6,364	2
VOTER TURNOUT - TOTAL		37.28				

STRAIGHT PARTY

VOTE FOR 1

REPUBLICAN PARTY (REP)	2,878	64.94	1,064	71	1,742	1
DEMOCRATIC PARTY (DEM)	1,512	34.12	381	81	1,050	0
LIBERTARIAN PARTY (LIB)	29	.65	7	0	22	0
GREEN PARTY (GRN)	13	.29	5	0	8	0

US Representative, DIST 6 NAVARRO COUNTYWIDE

VOTE FOR 1

Joe L. Barton (REP)	6,965	73.35	2,525	131	4,308	1
David E. Cozad (DEM)	2,255	23.75	626	103	1,526	0
Byron Severns (LIB)	276	2.91	109	4	163	0

Governor NAVARRO COUNTYWIDE

VOTE FOR 1

Rick Perry (REP)	6,033	61.61	2,259	120	3,653	1
Bill White (DEM)	3,450	35.23	981	121	2,348	0
Kathie Glass (LIB)	240	2.45	83	1	156	0
Deb Shafto (GRN)	50	.51	16	0	34	0
WRITE-IN	19	.19	7	0	12	0

Lieutenant Governor NAVARRO COUNTYWIDE

VOTE FOR 1

David Dewhurst (REP)	6,979	72.10	2,567	129	4,282	1
Linda Chavez-Thompson (DEM)	2,417	24.97	678	105	1,634	0
Scott Jameson (LIB)	235	2.43	65	1	169	0
Herb Gonzales, Jr. (GRN)	48	.50	12	1	35	0

Attorney General NAVARRO COUNTYWIDE

VOTE FOR 1

Greg Abbott (REP)	7,173	74.12	2,621	130	4,421	1
Barbara Ann Radnofsky (DEM)	2,308	23.85	645	103	1,560	0
Jon Roland (LIB)	197	2.04	55	3	139	0

Comptroller of Public Accounts NAVARRO COUNTYWIDE

VOTE FOR 1

Susan Combs (REP)	7,292	89.67	2,687	140	4,464	1
Mary J. Ruwart (LIB)	491	6.04	120	11	360	0
Edward Lindsay (GRN)	349	4.29	108	6	235	0

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RUN DATE:11/09/10 10:24 AM

TOTAL VOTES % EV EV PAPER ED PROVISIONAL

Commissioner of the General Land Office
NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
Jerry Patterson (REP)	6,819	71.92	2,529	126	4,163	1
Hector Uribe (DEM)	2,367	24.97	656	105	1,606	0
James L. Holdar (LIB)	295	3.11	83	3	209	0

Commissioner of Agriculture NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
Todd Staples (REP)	6,669	70.19	2,469	127	4,072	1
Hank Gilbert (DEM)	2,548	26.82	716	106	1,726	0
Rick Donaldson (LIB)	284	2.99	75	3	206	0

Railroad Commissioner NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
David Porter (REP)	6,501	68.56	2,396	124	3,980	1
Jeff Weems (DEM)	2,591	27.33	747	107	1,737	0
Roger Gary (LIB)	242	2.55	60	3	179	0
Art Browning (GRN)	148	1.56	52	0	96	0

Justice, Supreme Court, P3 NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
Debra Lehrmann (REP)	6,385	67.14	2,373	121	3,890	1
Jim Sharp (DEM)	2,839	29.85	812	113	1,914	0
William Bryan Strange, III (LIB)	286	3.01	84	2	200	0

Justice, Supreme Court, P5 NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
Paul Green (REP)	6,552	69.53	2,433	125	3,993	1
Bill Moody (DEM)	2,632	27.93	735	109	1,788	0
Tom Oxford (LIB)	239	2.54	68	1	170	0

Justice, Supreme Court, P9 NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
Eva Guzman (REP)	6,223	66.37	2,330	123	3,769	1
Blake Bailey (DEM)	2,709	28.89	772	106	1,831	0
Jack Armstrong (LIB)	444	4.74	128	4	312	0

Judge, CT of Criminal Appeals, P2 NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
Lawrence "Larry" Meyers (REP)	7,008	88.96	2,586	133	4,288	1
J. Randell Stevens (LIB)	870	11.04	250	15	605	0

Judge, CT of Criminal Appeals, P5 NAVARRO COUNTYWIDE

	TOTAL VOTES	%	EV	EV PAPER	ED	PROVISIONAL
VOTE FOR 1						
Cheryl Johnson (REP)	6,979	88.57	2,585	132	4,261	1
Dave Howard (LIB)	901	11.43	250	16	635	0

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SUMMARY REPT-GROUP DETAIL

NAVARRO COUNTY, TEXAS
GENERAL ELECTION
NOVEMBER 2, 2010

UNOFFICIAL RESULTS

RUN DATE:11/09/10 10:24 AM

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TOTAL VOTES % EV EV PAPER ED PROVISIONAL

Judge, CT of Criminal Appeals, P6 NAVARRO COUNTYWIDE

VOTE FOR 1

Michael E. Keasler (REP)	6,518	69.62	2,430	121	3,966	1
Keith Hampton (DEM)	2,629	28.08	743	111	1,775	0
Robert Ravee Virasin (LIB)	215	2.30	56	1	158	0

Member, State BoE, District 9 NAVARRO COUNTYWIDE

VOTE FOR 1

Thomas Ratliff (REP)	6,869	86.45	2,535	131	4,202	1
Jeff McGee (LIB)	705	8.87	190	15	500	0
Paul Cardwell (GRN)	372	4.68	123	5	244	0

State Senator, District 22 NAVARRO COUNTYWIDE

VOTE FOR 1

Brian Birdwell (REP)	7,290	100.00	2,659	134	4,496	1
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State Representative, District 8 NAVARRO COUNTYWIDE

VOTE FOR 1

Byron Cook (REP)	7,218	74.64	2,621	142	4,454	1
Charles E. Morgan (DEM)	2,453	25.36	708	96	1,649	0

Justice, 10th CT of Appeals DIST, P3 NAVARRO COUNTYWIDE

VOTE FOR 1

Al Scoggins (REP)	7,218	100.00	2,629	137	4,451	1
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District Attorney NAVARRO COUNTYWIDE

VOTE FOR 1

R. Lowell Thompson (DEM)	5,886	100.00	1,931	159	3,796	0
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County Judge NAVARRO COUNTYWIDE

VOTE FOR 1

H.M. Davenport, Jr. (REP)	7,492	100.00	2,693	139	4,659	1
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District Clerk NAVARRO COUNTYWIDE

VOTE FOR 1

Joe Hobbs (REP)	5,143	53.31	1,813	93	3,236	1
Marilyn Greer (DEM)	4,504	46.69	1,503	141	2,860	0

County Clerk NAVARRO COUNTYWIDE

VOTE FOR 1

Sherry Dowd (DEM)	5,883	100.00	1,949	155	3,779	0
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County Treasurer NAVARRO COUNTYWIDE

VOTE FOR 1

Frank Hull (REP)	5,373	55.63	1,950	100	3,322	1
Ruby Coker (DEM)	4,285	44.37	1,371	136	2,778	0

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SUMMARY REPT-GROUP DETAIL

NAVARRO COUNTY, TEXAS
GENERAL ELECTION
NOVEMBER 2, 2010

UNOFFICIAL RESULTS

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REPORT-EL45A PAGE 004

TOTAL VOTES % EV EV PAPER ED PROVISIONAL

County Commissioner, PCT 2

VOTE FOR 1

R.E. "Dick" Martin, Jr. (REP)	1,411	60.32	528	38	845	0
Nathan Carter (DEM)	928	39.68	193	76	659	0

County Commissioner, PCT 4

VOTE FOR 1

James Olsen (REP)	2,389	71.48	1,028	41	1,320	0
Sherman Putman (DEM)	953	28.52	308	15	630	0

Justice of the Peace, PCT 1

JUSTICE OF THE PEACE, PRECINCT NO. 1

VOTE FOR 1

Vicki Gray (DEM)	1,275	100.00	430	16	829	0
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Justice of the Peace, PCT 2

JUSTICE OF THE PEACE, PRECINCT NO. 2

VOTE FOR 1

Kirby Hill (DEM)	1,573	100.00	406	92	1,075	0
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Justice of the Peace, PCT 3

JUSTICE OF THE PEACE, PRECINCT NO. 3

VOTE FOR 1

Jackie Freeland (REP)	1,150	58.91	353	12	785	0
Stan Farmer (DEM)	802	41.09	238	18	546	0

Justice of the Peace, PCT 4

JUSTICE OF THE PEACE, PRECINCT NO. 4

VOTE FOR 1

Connie Warren Mayfield (DEM)	1,946	100.00	753	28	1,165	0
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City of Eureka Local Option No. 1

VOTE FOR 1

FOR (A FAVOR)	63	42.00	44	1	18	0
AGAINST (EN CONTRA)	87	58.00	39	0	48	0

City of Emhouse Local Option No. 1

VOTE FOR 1

FOR (A FAVOR)	9	50.00	8	0	1	0
AGAINST (EN CONTRA)	9	50.00	4	0	4	1

Board of Directors FAIRFIELD HOSPITAL DISTRICT

VOTE FOR 4

Sherry Brackens	21	17.80	5	0	16	0
David L. Lott	37	31.36	9	2	26	0
John H. Keller	21	17.80	3	2	16	0
Jeff Taylor	20	16.95	4	2	14	0
Andy Awalt	19	16.10	4	0	15	0

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ORDER DECLARING RESULT OF LOCAL OPTION ELECTION

To Legalize "The legal sale of beer and wine for off
premise consumption only"

THE STATE OF TEXAS

COUNTY OF NAVARRO

On this the 15th day of November, 2010, the Commissioners' Court of Navarro County, Texas, convened in a special session open to the public, at the regular meeting place thereof at the Courthouse in Navarro County, Texas, with the following members of the Court present, to wit:

H.M. Davenport, Jr	County Judge
Kit Herrington,	Commissioner Precinct #1
Faith Holt,	Commissioner Precinct #2
David "Butch" Warren,	Commissioner Precinct #3
James Olsen,	Commissioner Precinct #4

constituting a quorum, and among other proceedings, passed the following order:

"There came on to be considered the returns of an election held on the 2th day of November, 2010, in The City of Eureka, Navarro County, Texas, to determine whether or not the sale of alcoholic beverages of the type specified in the Order calling said election shall be prohibited or legalized.

It appearing to the satisfaction of the Court that said election was in all respects legally held, and that said returns were duly and legally made, and that there were cast at said election 150 valid and legal votes, of which number there were cast:

63	VOTES FOR <i>(VOTOS A FAVOR DE)</i>	"THE LEGAL SALE OF BEER AND WINE FOR OFF PREMISE CONSUMPTION ONLY"
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OR
(O)

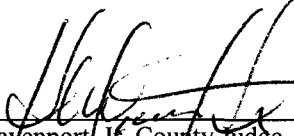
87	VOTES AGAINST <i>(VOTOS EN CONTRA DE)</i>	"LA VENTA LEGAL DECERVEZ Y VINO DOLAMENTE PARA CONSUMIR FUERA DEL ESTABLECIMIENTO"
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IT IS THEREFORE, FOUND AND DECLARED AND SO ORDERED by the
Commissioners Court of Navarro County, Texas:

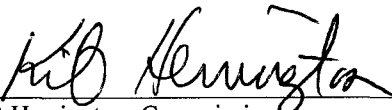
That majority of the qualified voters in said named area of voting at said election did **NOT** vote to, **LEGALIZE** the sale of alcoholic beverages of the type specified in the Order calling said election.

It is further found and determined that written notice of the date, hour, place and subject of this meeting was posted on the bulletin board located at a place convenient and readily accessible to the general public at all times in the County Courthouse, Navarro County, Texas at least 72 hours preceding the scheduled time of this meeting and that all of the terms and provisions of Article 6252-17 Texas Revised Civil Statutes, have been complied with and a copy of said notice shall be attached to this Order and become a part thereof."

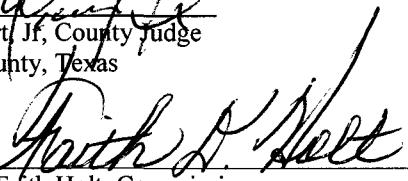
PASSED, APPROVED AND ADOPTED this the 15th day of November, 2010.



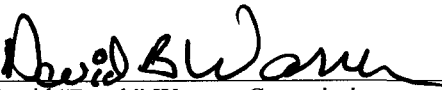
H. M. Dayenport, Jr, County Judge
Navarro County, Texas



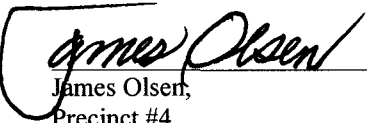
Kit Herrington, Commissioner
Precinct #1



Faith Holt, Commissioner
Precinct #2



David "Butch" Warren, Commissioner
Precinct #3



James Olsen,
Precinct #4

**ORDER DECLARING RESULT OF LOCAL OPTION
ELECTION**

To Legalize "The legal sale of all alcoholic beverages for
off premise consumption only"

THE STATE OF TEXAS

COUNTY OF NAVARRO

On this the 15th day of November, 2010, the Commissioners' Court of Navarro County, Texas, convened in a special session open to the public, at the regular meeting place thereof at the Courthouse in Navarro County, Texas, with the following members of the Court present, to wit:

- | | |
|-----------------------|--------------------------|
| H.M. Davenport, Jr | County Judge |
| Kit Herrington, | Commissioner Precinct #1 |
| Faith Holt, | Commissioner Precinct #2 |
| David "Butch" Warren, | Commissioner Precinct #3 |
| James Olsen, | Commissioner Precinct #4 |

constituting a quorum, and among other proceedings, passed the following order:

"There came on to be considered the returns of an election held on the 2th day of November, 2010, in The City of Emhouse, Navarro County, Texas, to determine whether or not the sale of alcoholic beverages of the type specified in the Order calling said election shall be prohibited or legalized.

It appearing to the satisfaction of the Court that said election was in all respects legally held, and that said returns were duly and legally made, and that there were cast at said election 18 valid and legal votes, of which number there were cast:

2	VOTES FOR <i>(VOTOS A FAVOR DE)</i>	"THE LEGAL SALE OF ALL ALCOHOLIC BEVERAGES FOR OFF PREMISE CONSUMPTION ONLY"
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OR
(0)


2	VOTES AGAINST <i>(VOTOS EN CONTRA DE)</i>	"LA VENTA LEGAL DE TODOS BEBIDAS ALCOHOLICAS DE OFF PERMISA CONSUMO UNICAMENTE"
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IT IS THEREFORE, FOUND AND DECLARED AND SO ORDERED by the
Commissioners Court of Navarro County, Texas:

That majority of the qualified voters in said named area of voting at said election did **NOT** vote to, **LEGALIZE** the sale of alcoholic beverages of the type specified in the Order calling said election.

It is further found and determined that written notice of the date, hour, place and subject of this meeting was posted on the bulletin board located at a place convenient and readily accessible to the general public at all times in the County Courthouse, Navarro County, Texas at least 72 hours preceding the scheduled time of this meeting and that all of the terms and provisions of Article 6252-17 Texas Revised Civil Statutes, have been complied with and a copy of said notice shall be attached to this Order and become a part thereof."

PASSED, APPROVED AND ADOPTED this the 15th day of **November, 2010.**



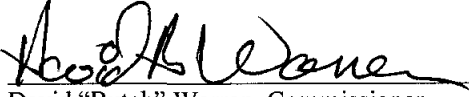
H. M. Davenport, Jr, County Judge
Navarro County, Texas



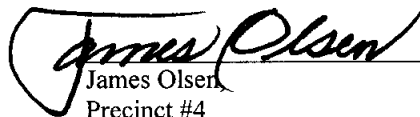
Kit Herrington, Commissioner
Precinct #1



Faith Holt, Commissioner
Precinct #2



David "Butch" Warren, Commissioner
Precinct #3



James Olsen
Precinct #4



JOHN DEERE

Customer Purchase Order
For John Deere Products (U.S. Only)

PO# 00933102
Original

664

BUSINESS NAME: NAVARRO COUNTY PCT 1
BUSINESS CONTACT: KIT HERRINGTON
STREET OR RR: 300 W 3RD AVE
TOWN: CORSICANA, STATE: TX, ZIP CODE: 75110
COUNTY: Navarro, PURCHASER ACCT., PHONE NO.: 903-654-3095
E-MAIL ADDRESS

DEALER ORDER NO., DATE OF ORDER: Nov 18, 2010
COMPANY UNIT: 04, DEALER ACCOUNT NO.: 049518
TRANSACTION TYPE: Finance, PURCHASER SALES TAX EXEMPT NO.
SELLER'S NAME & ADDRESS: JD Govt and Natl Sales, 2000 John Deere Run, Cary, NC, 27513
DELIVERER'S NAME & ADDRESS: Brazos Valley Equipment Co., 402 NORTH I-45, ENNIS, TX, 75119
PURCHASER TYPE: MARKET USE

I (We), the undersigned, hereby order from you the Product described below, to be delivered as shown below. This order is subject to your ability to obtain such Product from the manufacturer and you shall be under no liability if delivery of the Product is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond your control.

Table with columns: QTY, NEW DEMO RENTAL USED, PRODUCT (Give Model, Size & Description), Hours of Use, PRODUCT IDENTIFICATION NUMBER, DELIVERED CASH PRICE (Or Total Lease Payments). Includes rows for John Deere (MY2011) 5083E Limited Utility Tractor and 2010 ALAMO 50-BA.

I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Product, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you.

Table with columns: QTY, DESCRIPTION OF TRADE-IN, PRODUCT IDENTIFICATION NUMBER, AMOUNT. Includes row for John Deere 6200 TRACTOR(N.A. 66 PTO HP).

COMMENTS:

Summary table with columns: Description, Amount. Includes rows for 1. TOTAL CASH PRICE, 2. TOTAL TRADE-IN ALLOWANCE, 5. SUB-TOTAL, 6. CASH WITH ORDER, 7. RENTAL APPLIED, 8. CASH DISCOUNT, 9. BALANCE DUE.

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere product(s) is printed as an attachment to this document. There is no warranty on used products. The new product warranty is part of this contract. Please read it carefully. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the balance due (line 9) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Product, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Product ordered herein. Despite physical delivery of the Product, title shall remain in the seller until one of the foregoing is accomplished.

Customer's Signature: [Handwritten Signature]

Accepted By: _____

Date Accepted: _____ Salesperson: BURKS, RICKY

Table with columns: DELIVERY ACKNOWLEDGEMENT, DELIVERED ON: Nov 18, 2010, WARRANTY BEGINS: Nov 18, 2010, SIGNATURE: (DEALER)

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WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). Included in Compact Utility Tractor Powertrain Warranty - Engine: cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). Powertrain: hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders).

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2,000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series Other Frontier Equipment™	6 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application 12 months in Agricultural or Residential-Personal Use, 90 Days in Any other Application
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 11 below; and, (ii) John Deere Golf equipment covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Z225, Z245 and Z425 EZtrak Mowers, 100, L100, LA100, G100 and D100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series ZTrak Mowers and Attachments.	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments; Z445 and Z465 EZtrak Mowers	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments; Z600 Series Residential EZtrak Mowers	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachment.	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Z-TRAK Mowers (except Z500 and Z700 Series), Commercial Walk Behind Mowers (32" or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	24 Months or 700 Hours, Whichever Comes First
10) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
11) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), other mower decks, implements, and attachments for Equipment listed in 8, through 11	12 Months or 1000 Hours, Whichever Comes First

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

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E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION - To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY - THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

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JOHN DEERE
CREDIT

Application ID: 11007751

Version Number: 8

FIXED RATE CONTRACT
Consumer & Commercial Equipment

RETAIL INSTALLMENT CONTRACT - SECURITY AGREEMENT

Contract Begin Date : 11/04/2010

<u>SELLER'S NAME AND ADDRESS</u>		
John Deere Ag & Turf Govt and Natl Sales 2000 John Deere Run Cary, North Carolina 27513	DEALER NUMBER 06-0502	PHONE NUMBER 919-804-4451

<u>BORROWER'S NAME AND PHYSICAL ADDRESS</u>			
NAVARRO COUNTY PCT 1 300 W 3RD AVE CORNICANA, TX 75110-4603	BORROWER'S TAX ID NUMBER **-***1092	BORROWER'S PHONE NO. 903-654-3097	TYPE OF BUSINESS State Government
BORROWER RESIDES IN (County/State) NAVARRO, TX		BORROWER AGREES TO KEEP GOODS IN (County/State) NAVARRO, TX	
NAME AND TITLE OF SIGNING OFFICER H M DAVENPORT - COUNTY JUDGE			

- 1. Parties.** This Retail Installment Contract ("Contract") is entered into between Seller ("we", "us" or "our") and the buyer(s) indicated above ("you" or "your"). If more than one buyer is indicated, each buyer shall be jointly and severally liable for all of the obligations under this Contract.
- 2. Loan.** Having been quoted both a cash sale price and a time sale price for the equipment and/or services described below (the "Equipment"), you have elected to purchase the Equipment from us for that time sale price under the terms set forth in this Contract. All attachments and accessories itemized on this Contract and all replacements, parts and repairs to the Equipment shall form part of the Equipment.
- 3. Installment Payments.** In addition to any down payment, you agree to pay us the Amount Financed, together with finance charges from the Date Finance Charge Begins, at the Annual Percentage Rate, by remitting each of the Installment Payments on or before the due dates indicated. Any amounts applied to this Contract will be applied first to any late charges, any charges for dishonored checks and any other fees or costs due under this agreement, then to finance charges, computed on the date the payment is received and the remainder to the Amount Financed. You agree that your payments will be applied as of the date of receipt if received by 11:00 a.m. Central Time Monday through Friday (otherwise next business day); but if payment is not accompanied by the payment stub, is not in the envelope we provided, includes other items such as other checks, staples or paper clips, or is not received at that location, credit may be delayed up to five days. This Contract is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Installment Payments and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any scheduled payment which is not received by its due date, you agree to pay us interest on the unpaid amount at a rate of 20% per annum on that scheduled payment, but in no event more than the maximum lawful rate, from the due date until paid. However, if the Seller's place of business is in Minnesota, the late charge will be the lesser of 5% of the past due amount and \$6.24 and no late charge will be due if the Seller's place of business is in West Virginia and the Amount Financed above is \$45,000 or less. Restrictive endorsements on checks you send to us will not change or reduce your obligations to us. We will not lose any rights if we accept late or partial payments or delay enforcing our rights under this Contract. If a check or electronic payment authorization you give us is dishonored upon first presentment, you agree to pay us a fee of \$25.00, or the maximum amount permitted by law, whichever is less. No such fee will be due if the Seller's place of business is in Minnesota, or if the Seller's place of business is in West Virginia and the Amount Financed above is \$45,000 or less. Also, if the Seller's place of business is in California, you agree to pay us a fee of \$35.00 for each subsequent check passed on insufficient funds, or the maximum amount permitted by law, whichever is less. Installment Payments and other payments, including proceeds of insurance or any sale of the Equipment, may be applied, at our discretion and in spite of any instructions you may provide, to any obligation you may have to us or any assignee of this Contract or any affiliate of that

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assignee. If the total of all payments made by you exceeds the total of all amounts due under this Contract by less than \$25.00, we may retain such excess. However, if the Seller's place of business is in Minnesota, we will not retain more than \$1.00.

EQUIPMENT PURCHASED					
QTY.	NEW/USED	MFR.	MODEL	EQUIPMENT DESCRIPTION	AMOUNT
1	NEW	JD	5083	5083E Tractor	\$31,200.00
PRODUCT ID NO. LV5083E261545					
1	NEW	ALM	BA50	50" Boom-Axe Rotary Mower Head	\$10,600.00
PRODUCT ID NO. EKII-01434					

TRADE-IN and CASH DOWN PAYMENT					
QTY.	MFR.	MODEL	DESCRIPTION OF TRADE-IN (From Purchase Order)	PRODUCT ID NO.	AMOUNT
1	JD	6200	Utility Tractors Allowance: \$7,500.00 Payoff Amount: \$0.00 Lien Holder: Payoff Account: Phone Number:	L06200A142112	\$7,500.00
TOTAL TRADE-IN:					\$7,500.00
CASH DOWN PAYMENT:					\$0.00
RENTAL APPLIED:					\$0.00
TOTAL TRADE-IN PLUS CASH DOWN:					\$7,500.00

INSTALLMENT PAYMENTS		
DATE FINANCE CHARGE BEGINS: November 4, 2010		
The first Installment Payment Due Date is December 4, 2010 and each successive Installment Payment is due on the same day of the Month thereafter, (the "Billing Period"), unless otherwise provided below;		
NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	DUE DATE
48	\$813.66	December 4, 2010

The amounts shown below as Finance Charge, Total of Payments and Total Sale Price are estimates based upon the assumption that payments will be made on the scheduled payment due date according to the installment schedule. The actual Finance Charge, Total of Payments, and Total Sale Price may vary depending upon the early or late payment of scheduled installments.

ITEMIZATION OF AMOUNT FINANCED		
SALES TAX (Paid to Govt. Agencies)		\$0.00
CASH PRICE (Including Tax)	1	\$41,800.00
TOTAL DOWN PAYMENT (Sum of Trade-In & Cash Down Payment)	2	\$7,500.00
UNPAID BALANCE OF CASH PRICE (The amount credited to your account with us)	3	\$34,300.00
INSURANCE (Physical Damage Paid to Insurance Companies)	4	\$0.00
ORIGINATION FEES	4A	\$0.00
OFFICIAL FEES (Paid to Public Officials)	5	\$10.00
TEXAS HEAVY EQUIPMENT TAX	5A	\$0.00
AMOUNT FINANCED (Lines 3, 4, 4A, 5 & 5A (If Applicable)) The amount of credit provided to you.	6	\$34,310.00
FINANCE CHARGE (Based on Line 6) The dollar amount the credit will cost you.	7	\$4,745.68
TOTAL OF PAYMENTS (Lines 6 & 7) The amount you will have paid after you have made all payments as scheduled.	8	\$39,055.68
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)		6.50%
TOTAL SALE PRICE (Lines 1, 4, 4A, 5, 5A (If Applicable), & 7) The total price of your purchase on credit, including the Total Down Payment of \$7,500.00.		\$46,555.68

4. Prepayment. You may prepay your obligations under this Contract in full at any time by paying the unpaid principal balance and any earned and unpaid finance charges. The unpaid principal balance includes any origination fee. If applicable law requires us to refund any of the origination fee upon prepayment, you agree that we may retain an amount equal to that amount as a prepayment penalty.

5. Security Interest; Missing Information. You grant us a security interest in the Equipment (and all proceeds thereof) to secure all of your obligations under this Contract and any other obligations which you may have to us or any assignee of this Contract or any affiliate of that assignee, now or in the future and you agree that any security interest you previously granted to us or any assignee of

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this Contract or any affiliate of that assignee shall also secure your obligations under this Contract. Upon receipt of all amounts due and to become due under this Contract, we will release our security interest in the Equipment provided no event of default has occurred and is continuing. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Contract, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds; and (d) file a financing statement(s) which describes either the Equipment or all equipment currently or in the future financed by us. You irrevocably authorize anyone in possession of information regarding the location, maintenance, operation and condition of the Equipment to provide all of that information to us upon our request.

6. Equipment Maintenance, Operation and Use. You agree to (a) **USE THE EQUIPMENT ONLY FOR AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES;** (b) operate and maintain the Equipment in accordance with all (1) applicable laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; and (e) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

7. Insurance. You agree, at your cost, to maintain all-risk insurance coverage with respect to the Equipment for no less than its full replacement value, naming us (and our successor and assigns) as sole loss payee. You may choose who provides that insurance, but that insurance must be with an insurer that is authorized to do business in your state or an eligible surplus lines insurer and policies acceptable to us. Your obligation to insure the Equipment continues until all your other obligations under this Contract are satisfied. Each insurance policy must provide that (1) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; (2) the insurer will give us at least 30 days' prior written notice before any cancellation of, non-renewal of, or material change to, the policy; and (3) such coverage shall be primary over any insurance purchased by us (or our affiliates).

Unless you provide us with evidence of the required insurance coverages, we may, but are not required to, purchase insurance, at your expense, to protect our interests in the Equipment and charge you an insurance fee on which we may make a profit. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Contract. **THE COST OF THE INSURANCE MAY BE MORE THAN THE COST OF THE INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN. THE COVERAGES OF THAT INSURANCE MAY BE DIFFERENT FROM THE COVERAGES OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN.** You agree to pay us the cost of any insurance plus a \$150 insurance placement and service fee. You will immediately pay that amount to us or we may, at our sole discretion, add that cost to the Account Balance and increase the required Installment Payments accordingly.

If a default occurs, you authorize us to cancel the insurance on the Equipment and apply any returned premiums to the Account Balance.

If the cost of the insurance was included in the Amount Financed, that insurance will terminate (a) if your debt to us is discharged, (b) if we release our security interest in the Equipment, (c) if a default occurs and we cancel the insurance, (d) if the Equipment is repossessed, (e) if the Floater Policy under which you purchased that insurance terminates, or (f) on the due date of the final scheduled Installment Payment.

8. Loss or Damage. Until all of your obligations under this Contract are satisfied, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Contract will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the Account Balance. Upon receipt of the Account Balance, we will release our security interest in the Equipment. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us or any assignee of this Contract or any affiliate of that assignee.

9. Default. We may determine you to be in default if: (a) you fail to remit to us any Installment Payment or other payment when due; (b) you breach any other provision of this Contract; (c) you remove any Equipment from the United States; (d) a petition is filed by or against you or any guarantor under any bankruptcy, attachment, execution or insolvency law or you or any such guarantor make an assignment for the benefit of creditors; (e) a default occurs under any other agreement between you (or any of your affiliates) and us

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(or any assignee of this Contract or any affiliate of that assignee); (f) you or any guarantor merges with or consolidates into another entity, sells substantially all its assets, dissolves or terminates its existence, or (if an individual) dies or becomes incompetent; (g) you fail to maintain the insurance required by this Contract; or (h) if for any reason, we deem the debt or the Equipment to be insecure. Time is of the essence under this Contract.

10. Remedies. If we determine that you are in default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Account Balance as of the date of such default, without presentment or demand or notice of intent to declare all of that indebtedness immediately due and payable (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under this Contract and any other agreement between you and us (or any assignee of this Contract or any affiliate of that assignee); (d) require you to deliver the Equipment to us in the manner outlined below, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under this Contract, with you remaining liable for any deficiency; (g) require you to reimburse and indemnify us for all losses, claims, damages and expenses of any kind or nature whatsoever incurred in connection with the Equipment or this Contract and/or the enforcement of our remedies hereunder including, without limitation, repossession, repair and collection costs, damage awards, attorneys' fees and court and bankruptcy fees and costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by this Contract which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. In no event will the costs and expenses referred to in this section be more than those allowed by law. If we determine that you are in default, all Equipment must be delivered to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, as determined by us in our sole discretion.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in this Contract or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign this Contract or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. Representations and Warranties. You represent, warrant and covenant to us so long as this Contract is in effect, that: (a) you will not change your name without giving us at least 30 days' prior written notice; (b) each document you sign and deliver to us is duly authorized, executed and delivered by you, and is your valid, legal and binding agreement, enforceable in accordance with its terms; (c) the execution, delivery and performance by you of this Contract does not (and will not) violate any applicable law or breach any order of court or other governmental agency, or of any undertaking you are a party to or by which you or any of your properties are bound; (d) you will comply with all applicable laws, ordinances and regulations; (e) upon execution of this Contract, we shall have good and marketable title to any trade-in equipment free and clear of all liens and encumbrances whatsoever, (f) all information you have given to us is true, accurate and complete; (g) since the date of the most recent financial information given to us, no material adverse change in your business, assets, or prospects has occurred; (h) you will promptly deliver to us such financial statements, reports and other information as we may request; (i) the Equipment was selected by you; (j) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (k) the safe operation and the proper servicing of the Equipment were explained to you; (l) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (m) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (n) the Equipment is in good condition and repair (operating and otherwise); (o) the Equipment shall be used only for the purpose indicated herein, will remain in your possession and will not be sold, rented or leased; and (p) you will pay all taxes assessed on the Equipment.

Unless you are an individual, you also represent, warrant and covenant to us that: (a) you are and will remain duly organized, validly existing and in good standing under the laws of your jurisdiction of organization; (b) you are qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (c) you will not change your jurisdiction of organization or organization type without at least 30 days' prior written notice to us; and (d) the execution, delivery and performance by you of this Contract will not breach any provision of your organizational documents.

If you are an individual, you agree not to move your residence to a different county or state without at least 30 days' prior written notice to us.

13. Governing Law; Jurisdiction; Venue. THIS CONTRACT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE

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WITH, THE LAWS OF THE STATE OF THE SELLER'S PLACE OF BUSINESS, WHERE THIS CONTRACT IS ACCEPTED AND ENTERED INTO, except for its conflict of laws provisions. It is further expressly agreed that finance and origination charges will not be charged in excess of the highest rate specified in the laws of that state and that future adjustments will be made to avoid the payment of interest in excess of such limits.

You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Des Moines, Iowa and will not claim it is an inconvenient forum for legal action. **YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**

14. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any manufacturer(s) of the Equipment, but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. This Contract supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of this Contract can be amended, waived or terminated except by a writing signed by both you and us. This Contract may be signed in separate counterparts that, together, will constitute one document. A paper or facsimile transmission copy of your signature or an electronic signature shall constitute an original signature under applicable law for all purposes. If a court finds any part of this Contract to be invalid or unenforceable, the remainder of this Contract will remain in effect. You permit us to monitor and record telephone conversations between you and us. You agree that by providing us any telephone number, including a mobile phone number, we and any debt collector we retain can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls. All of our rights shall remain in effect after the expiration or termination of this Contract.

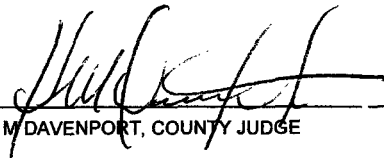
You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under this Contract, or refunded to you.

THE TERMS OF THIS CONTRACT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS CONTRACT, YOU AGREE TO THE TERMS ON ALL PAGES. THIS CONTRACT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.

There are no unwritten oral agreements between the parties.


NAVARRO COUNTY PCT 1

By: 
H M DAVENPORT, COUNTY JUDGE (Date Signed)

Date Agreement Signed _____
BRAZOS VALLEY EQUIPMENT COMPANY
(Seller's Name)

By: _____
(Seller's Signature)

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If this contract is assigned to John Deere, the following form of assignment will be used.

ASSIGNMENT. For value received, Seller hereby sells, assigns and otherwise transfers to Deere & Company ("Deere"), its successors and assigns, under the terms and conditions of the applicable Finance Agreement now in effect between Seller and Deere, all of Seller's right, title and interest in and to (1) this Retail Installment Contact, (2) all rights and remedies hereunder, (3) all Installment Payments and other amounts due and to become due hereunder, (4) all insurance proceeds and other proceeds, and (5) all Equipment subject hereto. This instrument is not an assignment of any Seller's obligations to the buyer of the Equipment. Seller authorizes Deere, its successors or assigns, to do every act or thing necessary to collect and discharge the same.

Date: _____ Dealer: BRAZOS VALLEY EQUIPMENT COMPANY Signed by: _____

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DOC8002	Application ID: 11007751	Version Number: 8		

Revision Date: June 2009



673

CUSTOMER RESPONSIBILITY FOR PHYSICAL DAMAGE INSURANCE

Submit this form with the original contract to John Deere Credit

LOSS PAYEE SHOULD READ:

Deere & Company

It's Successors &/or Assigns

6400 NW 86th Street, PO Box 6600, Johnston, IA 50131-6600

Phone: 800-828-8297

Fax: 800-624-5454

Application ID: 11007751

Customer Information:

Customer Name: NAVARRO COUNTY PCT 1
Customer Address: 300 W 3RD AVE
CORSICANA, TX 75110-4603

Insurance Provider Information:

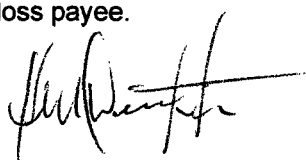
Agency Name: RISK MANAGEMENT POOL
Address: 1210 SAN ANTONIO
AUSTIN, TX 78701-1834

Policy Number: PR175020100701
Agent's Name:
Agency Phone: 512-478-8753
Agency Fax:
Policy Expiration Date:

Equipment Purchased:

<u>Quantity</u>	<u>New/Used</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Insurance Value</u>
1	NEW	JD	5083	\$31,200.00
Description:	5083E Tractor			
Serial Nbr(s):	LV5083E261545			
1	NEW	ALM	BA50	\$10,600.00
Description:	50" Boom-Axe Rotary Mower Head			
Serial Nbr(s):	EKII-01434			

I (We) agree and understand that under the terms of my (Our) contract with Deere & Company, I (We) must at all times keep the Goods insured against all risk of loss, damage, or destruction for their full insurable value, with Deere & Company listed as loss payee.

Debtor's Signature: 



674

CUSTOMER RESPONSIBILITY FOR PHYSICAL DAMAGE INSURANCE

Submit this form with the original contract to John Deere Credit

LOSS PAYEE SHOULD READ:

Deere & Company

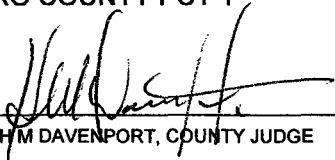
It's Successors &/or Assigns

6400 NW 86th Street, PO Box 6600, Johnston, IA 50131-6600

Phone: 800-828-8297

Fax: 800-624-5454

NAVARRO COUNTY PCT 1

By:  11-15-10
 HM DAVENPORT, COUNTY JUDGE (Date Signed)

**Co-Debtor's
Signature:**

Date:



675

The State of Texas
House of Representatives



P.O. BOX 2910
AUSTIN, TEXAS 78768-2910
512-463-0730
FAX: 512-463-5896

P.O. BOX 1397
CORSICANA, TEXAS 75151
903-872-9766

BYRON COOK
State Representative
District 8

Via Regular Mail

September 22, 2010

The Honorable H.M. Davenport
County Judge, Navarro County
300 West Third Avenue, Suite 102
Corsicana, Texas 75110

Dear Judge Davenport,

Upon taking the oath of office as Texas State Representative, in January 2003, a personal commitment I made was to donate my monthly state paycheck to a worthwhile cause in the district, which I was elected to represent.

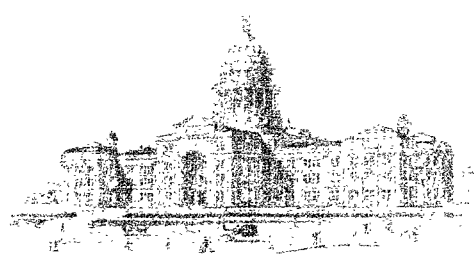
This month it is a pleasure to donate my August and September paycheck, totaling \$332.79, to Navarro County, with the hope that this donation will help defer some of the costs incurred for various county services.

Thank you for all you do for the citizens of Navarro County.

Sincerely,

Byron Cook
Texas State Representative
House District 8

Enclosure



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Texas Comptroller of Public Accounts

172426495

SEPTEMBER 01, 2010

TREASURY WARRANT NO.

090110 0001 102 80084FRI 2XXXXX19053 PRI
PAYING AGENCY: HOUSE OF REPRESENTATIVES

172426495

PAY ONE HUNDRED SIXTY SIX DOLLARS AND 39/100

\$166.39

TO BYRON C. COOK
2200 ARCADY LANE
CORSICANA, TX 75110-0000

VOID AFTER
08/31/2013

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈172426495⑈



Texas Comptroller of Public Accounts

172420082

AUGUST 02, 2010

TREASURY WARRANT NO.

080210 0001 102 80074FRI 2XXXXX19053 PRI
PAYING AGENCY: HOUSE OF REPRESENTATIVES

172420082

PAY ONE HUNDRED SIXTY SIX DOLLARS AND 40/100

\$166.40

TO BYRON C. COOK
2200 ARCADY LANE
CORSICANA, TX 75110-0000

VOID AFTER
08/31/2012

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑈172420082⑈

#8

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SPECIAL BUDGET

**FROM REVENUE RECEIVED AFTER THE START OF THE FISCAL YEAR
LOCAL GOVERNMENT CODE 111.0706**

Fund- Department – Account	Description	Current Budget	Requested Increase	Amended Budget
2010-101-333-070	State of TX - THC (received 11/9/2010)	\$ 63,456.58	\$11,249.85	\$ 74,706.43
2010-101-410-446	Courthouse Restoration	\$118,406.58	\$11,249.85	\$129,656.43

This budget amendment is needed to record funds received from the Texas Historical Commission as reimbursement of expenditures for the courthouse restoration planning grant. (We should receive another \$11,000 for expenditures made the 2010 fiscal year.)

Submitted by:

Revenue Certified by:

Approved by Commissioners Court:

Kathy B. Hollomon
Kathy B. Hollomon
Navarro County Auditor

Kathy B. Hollomon
Kathy B. Hollomon
Navarro County Auditor

H. M. Davenport Jr.
H. M. Davenport Jr.
Navarro County Judge

Date: 11/10/10

Date: 11/10/10

Date: 11-10-10