

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special meeting of the above named Commissioners' Court will be held on the 23RD day of March, 2015 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners Court held Monday, March 9, 2015.
2. Read for approval all monthly bills and claims submitted to the court and dated through March 23, 2015.
3. Consider and take necessary action to approve the refunds for ad valorem taxes.
4. Consider and take necessary action to approve the Agreement for Information Technology Products and Services between Government Records Services, Inc. and Hockley County.
5. Consider and take necessary action to approve an Amended and Restated Tax Abatement Agreement with Red Raider Wind, LLC originally approved on July 28, 2014.
6. Consider and take necessary action to award the bid for a 2015 pickup for use in Precinct #1.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: _____

Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 19TH day of March, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 19TH day of March, 2015.

Irene Gumula
Irene Gumula, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas

Filed for Record
at ___ o'clock ___ M.

MAR 19 '15

Irene Gumula
County Clerk Hockley County, Texas

SPECIAL MEETING
MARCH 23, 2015

Be it remembered that on this the 23rd day of March, A.D. 2015, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Larry Sprowls	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on the 9th day of March, A.D. 2015, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through March 23, A.D. 2015, be approved and paid as read.

Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve the tax refund in the amount of One Thousand and One Dollars and Fifty Three Cents (\$1001.53) to Corelogic Inc., approve the tax refund in the amount of Five Hundred Seventy Nine, Ninety Eight Cents (\$579.98) to Amy Coomes, as per request Debra Bramlett, Tax Assessor/Collector.

Motion by Commissioner Carter, seconded by Commissioner Thrash,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Agreement for
Information Technology Products and Services between Government Records
Services, Inc. and Hockley County, as per Agreement recorded below.

Agreement for Information Technology Products and Services

Government Records Services, Inc.

And

Hockley County, Texas

This agreement for information technology products and services ("Agreement") is entered into by and between **Government Records Services, Inc.** (a Xerox company), 8600 Harry Hines Blvd., Dallas, TX 75235 ("Xerox"), and **Hockley County**, a government entity in the State of Texas ("Client"), 802 Houston Street, Suite 213, Levelland, TX 79336. Xerox and Client (each individually a "party" and collectively the "parties") agree as follows:

- SERVICES** Xerox agrees to provide to Client the information technology products, software, and related materials ("System") and perform for Client the services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- TERM** This Agreement will become effective on March 23 2015 ("Effective Date") and shall continue through March 22 2020 unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree to extend this Agreement for an additional five (5) year period ("Extended Term"), subject to the termination provisions of this Agreement. At the end of any Extended Term, the parties may extend this Agreement by mutual agreement for an additional five (5) year period, subject to the termination provisions of this Agreement.
- PAYMENT** Client agrees to pay Xerox for the System and Services in accordance with the payment provisions set forth in Schedule A. Xerox shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.
- EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Xerox will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Xerox will provide receipts or other reasonable documentation.
- TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under to this Agreement. Xerox may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If Xerox is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse the Xerox for payment of those taxes.
- DELIVERY AND ACCEPTANCE** Xerox will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Xerox will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A.

Client agrees to provide Xerox with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client's business which is confidential and clearly designated as confidential or proprietary ("Client Confidential Information"), Xerox will instruct Xerox personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Xerox information that Xerox regards as confidential. However, Xerox shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Xerox; (iii) is independently developed by Xerox outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of providing the Services.

8. XEROX PROPRIETARY INFORMATION Client agrees that Xerox methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by Xerox, which may be disclosed to the Client, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION Xerox and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Xerox subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Customer or developed, conceived, or acquired by Xerox, Xerox employees, or by the authorized agents or subcontractors of Xerox as a part of the Services, including derivative works (individually and collectively "Xerox Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Xerox Intellectual Property shall vest solely in Xerox. Client understands and agrees that all Xerox Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Xerox. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Xerox or otherwise coming into the possession of Xerox in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

12. DATA BACKUP Prior to Xerox providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Xerox of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Xerox. If Xerox is unable to recover any or all lost or corrupted data, the responsibility and liability of Xerox for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Xerox shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Customer will be responsible for the integrity and content of data contained in the System. Under no circumstances will Xerox be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Xerox hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Xerox Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Xerox represents and warrants that Xerox possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Xerox Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Xerox Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Xerox Intellectual Property without prior written authorization by Xerox; and will not export any Xerox software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Xerox as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions the software licenses provided by those third-party software vendors, and Client understands and agrees that acceptance and use of this hardware and third-party software shall be deemed acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Xerox to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Xerox makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE If Xerox performs any of the Services on Client premises, Xerox agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, Xerox will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Xerox will bear the risk of loss or damage to any hardware while in transit to Customer installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Xerox, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Xerox warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Xerox will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Xerox; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client.

If any component of the System is believed to be defective, Customer shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Xerox shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Xerox warrants that during the Term any application software components of the System that are developed and owned by Xerox (including customized software components) and furnished to Client by Xerox under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Xerox. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Xerox software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System; (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Xerox; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or

operating instructions provided by Xerox; or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS Each party shall defend, indemnify, and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any Client or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

XEROX SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT XEROX HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO XEROX UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO XEROX DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.

22. TERMINATION FOR BREACH OR DEFAULT BY XEROX If Xerox materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Xerox of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

23. TERMINATION FOR BREACH OR DEFAULT BY CUSTOMER If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Xerox may terminate this Agreement for breach. Termination by Xerox shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the effective date of termination and return the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after termination.

24. TERMINATION FOR LOSS OF FUNDING This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to Xerox if Client has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

25. TERMINATION WITH NOTICE Either party may terminate this Agreement at the end of the Term or any Extended Term by providing ninety (90) calendar days written prior notice to the other party of the non-renewal of the Agreement.

26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination, or any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default.

27. SYSTEM TERMINATION FEE During the Term, if the Client terminates this for any reason other than material breach or default by Xerox under Section 22 of this Agreement, or if this Agreement is terminated by Xerox due to a breach or default by Customer under Section 23 of this Agreement, Customer will pay to Xerox within thirty (30) days after the date of termination the amount set forth in Schedule A as a Termination Fee. The Termination Fee shall be calculated based on the number of months remaining in the Term prior to, and without regard to, the date of termination.

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Xerox and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Xerox shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

30. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information:

To Xerox:

Government Records Services, Inc.
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

Attention: Joseph Buczakowski, Director

With a copy to:

Government Records Services, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Attention: Contracts Department

To Customer:

Hockley County Clerk
802 Houston Street, Suite 213
Levelland, TX 79336

Attention: Honorable Irene Gumula

31. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Xerox and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

32. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

33. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Xerox may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Xerox. Any other attempt to make an assignment without prior written consent of the Client shall be void. Xerox may provide for the delivery of all or part of the Services through the use of subcontractors. Xerox shall notify Customer of work being performed by any subcontractor that performs work on the premises of Customer and shall ensure that the insurance requirements that apply to Xerox under this Agreement apply to and are complied with by each subcontractor

34. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

35. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of Xerox; or solicitation of Xerox employees or business customers may not be adequate for protection of Xerox, and accordingly Xerox shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

36. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

37. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws.

38. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Xerox and the Client have executed this Agreement.

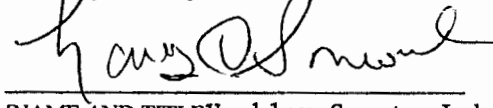
Government Records Services, Inc.



Joseph Buczakowski, Director

3-26-2015
Date

Hockley County, TX



[NAME AND TITLE] Hockley County Judge

March 23, 2015
Date

**SCHEDULE A
STATEMENT OF WORK**

This Statement of Work is incorporated in the Agreement for Products and Services ("Agreement") by and between Government Records Services, Inc. ("Xerox") and Hockley County, TX ("Client").

A. SCOPE OF SERVICES

XEROX RESPONSIBILITIES

Xerox shall perform the following Services for Client:

1. Install and implement the current version of the **20/20 Perfect Vision Software**, the Xerox open architecture land records document management, imaging, and workflow software (the "System"), at the Client's site located at 802 Houston Street, Suite 203, Levelland, TX 79336.
2. Xerox will be responsible for the design, development, management, installation, training, acceptance, and support of the Software.
3. The installation will be customized to include the following System modules and functions:
 - Recording
 - Cashiering
 - Indexing
 - Imaging
 - Searching
 - Retrieval
 - Reporting
 - Local public access
 - Web Distribution
 - Workflow functions (Xerox will adjust workflow parameters, as appropriate).
4. Xerox will convert all existing Client index data and image data to the System as part of the installation services.
5. At the end of each month, upon notification from the Client that all index entries have been completed and verified, Xerox will provide the Client with year-to-date index listings in strict alphabetical order.
6. At the end of each year, Xerox will create a multi-year printout until a five (5) year period is accumulated. Xerox will continue this frequency in five (5) one-year increments to provide a ten (10) year printed index to the Client. Printing will be in black ink.
7. Xerox will be responsible for the initial education and training on the System. Initial education and training shall include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
8. Xerox will perform all on-going support of the System, including hardware and software, during the term of this Agreement.

9. Xerox will be responsible for replacing any damaged Xerox-owned equipment or providing insurance to cover the cost of replacing the equipment.
10. Xerox will install, service, and maintain all Xerox-owned equipment (listed in the table below) and software installed at the Client's site during the term of this Agreement.
11. Xerox will receive monthly image transfers from Client and create 16mm microfilm.
12. Xerox will provide archival and disaster recovery services for the term of the Agreement.
13. Xerox will provide Full Service Indexing for Client. The index will be created from images downloaded from the Client and will be loaded back onto the Client's 20/20 System.

HARDWARE CONFIGURATION

Component	Quantity	Description
Dell Power Edge T320	1	Server
Dell OptiPlex 9020 Small Form Factor with 23" Flat Panel	3	Public Stations
Dell OptiPlex 9020 Small Form Factor with 23" Flat Panel	1	Cash Station
Dell OptiPlex 9020 Small form Factor with 23" Flat Panel	2	Scan Stations
Dell Power Connect 2816 Switch 16 Port 1GB	1	Switch
Fujitsu FI-7260	2	Scanners
HP M602X DTN	1	Laser Printer
HP 602N TN	1	Laser Printer
HP M602N Sheet Feed Tray	1	Paper Feeder
CISCO 5505 Firewall	1	Firewall
APC 550 UPS	2	UPS
APC 1500 LCD	1	UPS for Server
APC SureArrest Performance	3	Surge Protectors
Verbatim 2TB External Hard Drive	1	USB EXT Drive
Seagate 500GB Slim Drive	6	USB EXT Drives
Receipt/Validator – Axiohm A760 serial	2	Receipt Validators
Cash Drawer APB	1	Cash Drawer

SOFTWARE

Microsoft Windows Server 2012
 Microsoft SQL Server 2014
 Microsoft Windows 8
 McAfee Endpoint Protect
 Symantec Ghost
 Novastor Backup
 PDF Factory Pro Server
 20/20 RMS – Includes 2 additional licenses for county owned stations

Equipment configurations are subject to technology advances and changes in vendor availability.

CLIENT RESPONSIBILITIES

1. Client understands and agrees that successful implementation of the Software requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times.
2. Client agrees to be responsible for purchasing, installing and managing all necessary anti-virus protection software and anti-virus software updates on the Client server and all Client networked PC workstations.
3. Client agrees to allow Xerox to schedule a Xerox support person to be on the Client site for all installations.
4. Client will provide printer ribbons, toner cartridges, printer paper, electricity, magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Xerox.
5. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
6. Client will create any record books.
7. Client will package and deliver to Xerox the necessary backup media and other forms. Client will pay the freight costs associated with this requirement.
8. Client will provide a medium speed connection to the internet (DSL, Cable, etc.) of sufficient bandwidth to do database replication and support.
9. Xerox will allow Client to interconnect the Client PC network and the Xerox system network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general internet access services on Contractor workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
 - a. Client will be fully responsible for restoring the System in the event of virus disruption.
 - b. In the event of downtime determined by Xerox to have been caused by virus contamination of the System or traceable by Xerox to Client-installed software, Client agrees to pay Xerox for restoration of the system at the current Xerox hourly labor rate (\$150 per hour on the Effective Date of the Agreement and subject to change to reflect increased costs of labor and materials).

B. ACCEPTANCE AND TESTING

1. Client shall have ten (10) business days after notification by Xerox that the System is ready for acceptance to inspect and accept the System delivered and installed by Xerox or decline to accept the System. If Client declines to accept all or any part of the System, Client will provide Xerox a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
2. Client will indicate acceptance of the System in writing. However, if client fails to decline to accept the System and deliver a written list of deficiencies to Xerox within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.
3. Client understands and agrees that minor defects (i.e, defects that do not inhibit the System from operating in substantial accordance with Xerox specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Xerox as part of ongoing warranty or maintenance of the System.

C. TERMINATION FEE

As referenced in Section 27 of the Agreement, Hockley County may terminate with reimbursement of all expenses and payment as follows:

- (a) Hockley County may terminate the agreement after year one with 60 days written notice after paying Xerox for all incurred expenses of \$84,000.
- (b) Hockley County may terminate the agreement after year two with 60 days written notice after paying Xerox for all incurred expenses of \$64,000.
- (c) Hockley County may terminate the agreement after year three with 60 days written notice after paying Xerox for all incurred expenses of \$44,000.
- (d) Hockley County may terminate the agreement after year four with 60 days written notice after paying Xerox for all incurred expenses of \$24,000.

D. PAYMENT AND RATES

Xerox will invoice Hockley County on a monthly basis for the Services based on the following price schedule.

Services	Price
20/20 Perfect Vision Land Records Management System	\$2,500.00/month
Full Service Indexing	\$3.68/document
Workstation Maintenance for 2 additional 20/20 Licenses	\$320.00/year
Internet Pricing	
<p>Internet hosting services for land and maps are included at no charge to the Client, and the Client agrees to that Xerox may charge a minimum of \$1.00 per page for public access to and printing of document images. All revenue will be split equally between Xerox and the Client (50% Client - 50% Xerox). If the Client discontinues approval of this arrangement for fee collection, Xerox will discontinue the service or negotiate with the Client for an additional fee that the Client will pay to Xerox to continue the service.</p> <p>The Client has the following options with respect to payment of the 50% Client share of revenue received by Xerox for public access to and printing of documents:</p>	

<p>(a) The Client can use this revenue as a credit to offset the fees due from Client to Xerox for the month in which the Internet hosting charges are collected by Xerox; or</p> <p>(b) Xerox can remit this revenue to the Client on a monthly basis via check.</p> <p>If the Client elects not to receive monthly payments by check, and the amount of credit exceeds the amount due to Xerox, Xerox will retain the excess Client share of revenue (rather than remit the balance to the Client) to offset any difference that would otherwise be owed to Xerox in subsequent months. However, Xerox will retain a credit balance no longer than twelve (12) months from the month in which the Internet hosting charges are collected by Xerox. If the Client does not use the full value of the credit offset in any applicable twelve (12) month period, then remaining balance of the credit will be paid by Xerox to the Client via check.</p> <p>Client understands and agrees that Xerox exercises no control over, and shall have no responsibility or liability for, the content of the information passing through Xerox host computers, servers, network hubs and points of presence, or the Internet. Further, Xerox and its suppliers are not liable for any temporary delay, outages, or interruptions of the Services.</p>	
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Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approve an Amended and Restated Tax Abatement Agreement with Red Raider Wind, LLC originally approved on July 28, 2014, as per Amended and Restated Tax Abatement Agreement recorded below.

AMENDED & RESTATED TAX ABATEMENT AGREEMENT

Between

HOCKLEY COUNTY and RED RAIDER WIND, LLC

State of Texas

County of Hockley

This Amended & Restated Tax Abatement Agreement (the "Agreement") is made and entered into by and between Hockley County, Texas ("County"), acting through its duly elected officers and Red Raider Wind, LLC, a Delaware limited liability company, and Boulevard Associates, LLC, a Delaware limited liability company and its owners and assigns, (collectively "Owner"), as owner of Eligible Property (as hereinafter defined) to be located on the tracts of land comprising the Hockley County Wind Reinvestment Zone #1 and Hockley County Wind Reinvestment Zone #2, more specifically described in Attachment A to this Agreement and this Agreement becomes effective upon final signature by both parties. The Agreement remains in effect until fulfillment of the obligations described in Paragraph IV(D) herein unless terminated earlier as provided herein.

Recitals

The County and Owner hereby agree that the following statements are true and correct and constitute the basis upon which the County and Owner have entered into this Agreement.

1. The County and Red Raider Wind, LLC previously entered into a Tax Abatement Agreement as approved and executed by Commissioners Court on July 28, 2014 (the "**Original Agreement**") filed in the County Clerk's Office.
2. Since the execution of the Original Agreement the size, scope and timeline of the project has significantly changed.
3. This Agreement shall supersede the Original Agreement.

I. Authorization

This Agreement is authorized and governed by Chapter 312 of the Texas Tax Code, as in effect on the date hereof, and by the Hockley County Guidelines and Criteria Governing Tax Abatements.

II. Definitions

As used in this Agreement, the following terms shall have the meaning set forth below:

- A. "Abatement" means the full or partial exemption from ad valorem taxes on property in a Reinvestment Zone as provided herein.
- B. "Calendar Year" means each year beginning January 1 and ending on December 31.
- C. "Certificate" means a letter, provided by the Owner to the County, certifying that Owner has completed construction of the wind and solar power project described herein, outlining the Improvements and stipulating the overall Turbine Nameplate Capacity of the project. Upon receipt of the Certificate, the County, with seventy two (72) hours' notice, may inspect the property in accordance with this Agreement to determine that the Improvements are in place as certified.
- D. "Certified Appraised Value" means the appraised value, for property tax purposes, of the property within Hockley County Wind Reinvestment Zone #1 and Hockley County Wind Reinvestment Zone #2, as certified by the Hockley County Appraisal District for each taxable year.
- E. "Eligible Property" means property eligible for Abatement under the Hockley County Guidelines and Criteria Governing Tax Abatement, including: new, expanded or modernized buildings and structures; fixed machinery and equipment; Site improvements; related fixed improvements; other tangible items necessary to the operation and administration of the project or facility; and all other real and tangible personal property permitted by Chapter 312 of the Texas Tax Code and the Hockley County Guidelines and Criteria Governing Tax Abatement. Taxes on Real Property may be abated only to the extent the property's value for a given year exceeds its value for the year in which the Agreement is executed. Tangible personal property located on the Real Property at any time before the period covered by the Agreement is not eligible for Abatement. Tangible personal property eligible for Abatement shall not include inventory or supplies.
- F. "Improvements" means Eligible Property meeting the definition for improvements provided by Chapter 1 of the Texas Tax Code and includes, but is not limited to, any building, structure or fixture erected on or affixed to the land. Improvements specifically include the Owner's wind turbines and towers, solar modules/panels, racking and mounting structures, inverters boxes, combiner boxes, meteorological equipment, foundations, roads, padmount transformers, collection system, operations and maintenance buildings, meteorological towers, substations, generator transmission tie line, communications equipment and switching station

that will be located in Hockley County.

- G. "Owner" means Red Raider Wind, LLC, and Boulevard Associates, LLC, the entities that own or lease the Real Property for which Abatement is being granted, and any assignee or successor in interest of Red Raider Wind, LLC and/or Boulevard Associates, LLC. The terms "Red Raider Wind, LLC" and "Boulevard Associates, LLC" means and includes the Owner.
- H. "Real Property" means Eligible Property meeting the description for real property provided by Chapter 1 of the Texas Tax Code.
- I. "Reinvestment Zones" means Hockley County Wind Reinvestment Zone #1 and Hockley County Wind Reinvestment Zone #2, the reinvestment zones (as that term is defined in Chapter 312 of the Texas Tax Code) created by Hockley County and described in Attachment A to this Agreement.
- J. "Site" means the portion of the Reinvestment Zones on which Owner makes the Improvements for which the Abatement is granted hereunder.
- K. "Turbine/Panel Nameplate Capacity" means the generating capacity of an individual wind turbine or solar panel as designated by the manufacturer(s) of the turbines or panel to be constructed as Improvements hereunder and where appropriate may refer to the total or overall generating capacity.

III. Improvements in Reinvestment Zones

Owner contemplates making the following Improvements in consideration for the Abatement set forth in Paragraph IV of the Agreement:

- A. Owner agrees to use commercially reasonable efforts to construct Improvements on the Site consisting of a combined wind and solar power facility with a currently anticipated capacity of approximately One Hundred to Two Hundred (100 to 200) MW of overall Nameplate Generating Capacity located in the Reinvestment Zones. The Project will be constructed in one phase by Owner. Owner may assign rights and responsibilities contained herein to a project entity or project entities in relation to the number of megawatts to be installed by such project company. The Certified Appraised Value will depend upon annual appraisals by the Hockley County Appraisal District. The number of turbines, solar panels and inverters actually installed will vary depending on the types of turbines, solar panels and inverters used and the size of the combined wind and solar power facility.
- B. Improvements also shall only include property in the Reinvestment Zones meeting

the definition of "Eligible Property" that is used to produce wind and solar power and perform other functions related to, or in support of, the production or transmission of wind and solar generated electrical power within Hockley County Wind Reinvestment Zones #1 and #2.

- C. Owner shall commence construction of the Improvements by no later than August 31, 2016, and shall use commercially reasonable efforts to complete construction by no later than December 31, 2016.

IV. Term and Portion of Tax Abatement; Taxability of Property

- A. The County and Owner specifically agree and acknowledge that the property in the Reinvestment Zones shall be taxable in the following ways before and during the Term of this Agreement:

1. Property not eligible for Abatement, if any, shall be fully taxable at all times;
2. The Certified Appraised Value of property existing in the Reinvestment Zones prior to execution of this Agreement shall be fully taxable at all times;
3. Prior to commencement of the abatement period designated in Paragraph IV (B), 100% of property taxes levied on the Certified Appraised Value of Owner's real and personal property located in the Reinvestment Zones will be owed and payable by Owner;
4. 100% of County property taxes on the Certified Appraised Value of Eligible Property shall be abated for the periods and in the amounts as provided for by Paragraph IV(B) below; and
5. 100% of the Certified Appraised Value of Eligible Property existing in the Reinvestment Zones shall be fully taxable after expiration of the abatement period designated in Paragraph IV(B).

- B. The County and Owner specifically agree and acknowledge that this Agreement shall provide for tax Abatement, under the conditions set forth herein, of all Hockley County property taxes as follows:

1. Beginning on the January 1st of the tax year in which the Owner's completed project is placed on the tax rolls and ending upon the conclusion of ten full Calendar Years thereafter, the Abatement is 100%.
2. 100% of property taxes on the Certified Appraised Value of all Improvements described in the Certificate (and actually in place in the Reinvestment Zones) are abated in the respective period designated above.

3. 100% of property taxes on the Certified Appraised Value of any and all otherwise taxable personal property owned by Owner and located in the Reinvestment Zones are abated in the respective period designated above. NOTE: same comment as in A3 above re landowner paying taxes
 4. The base year (as of January 1, 2015) value for the proposed Improvements is zero.
- C. A portion of all the Improvements may be eligible for complete or partial exemption from ad valorem taxes as a result of existing law or future legislation. This Agreement is not to be construed as evidence that such exemptions shall not apply to the Improvements.
- D. As additional consideration for this Abatement, Owner agrees to make an annual payment to the County of One Thousand, Five Hundred Dollars per megawatt per year (\$1,500.00/MW/YR) of installed Turbine/Panel Nameplate Capacity included in the Certificate (and actually in place in the Reinvestment Zones), subject to a minimum payment based upon Eighty megawatts during the ten (10) years the abatement is in effect. The first such payment shall be due and payable on October 1, 2017, and delinquent if not paid on or before January 31, 2018, with the remaining nine (9) payments due and payable annually on or before October 1 thereafter and delinquent if not paid on or before the immediately following January 31.
- E. Owner agrees that the Improvements described in Paragraph III, once constructed, will remain in place until at least twenty (20) Calendar Years after the date the Certificate for such Improvements is provided to Hockley County by the Owner ("Term"); provided that nothing herein prevents Owner from replacing equipment or fixtures comprising the Improvements prior to that date, as long as such replacement does not result in a reduction of the Certified Appraised Value of the Improvements. In the event that Owner removes Improvements (comprising in the aggregate not more than 10% of all Improvements), Owner's removal shall not be deemed a default under this Agreement if Owner pays to County as liquidated damages for such removal, within thirty (30) days after demand, all taxes for such removed Improvements which otherwise would have been paid to the County for the then-remaining portion of the Term had the Improvements not been removed. For each year of the Term remaining, the amount of taxes due as liquidated damages for Owner's removal of Improvements shall be calculated based upon the (i) forecasted value of the Improvements and (ii) applicable tax rate, in each case of the year such taxes are assessed, such forecasted value to be based on the appraised value of the last complete tax year in which the Improvements were in operation and the scheduled depreciation thereof. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), THE REMEDY PROVIDED ABOVE SHALL BE THE SOLE REMEDY OF THE COUNTY, AND SHALL CONSTITUTE

OWNER'S SOLE LIABILITY. IN THE EVENT OF A BREACH OF THIS PARAGRAPH IV(E), ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

V. Representations

The County and Owner make the following respective representations:

- A. Owner represents and agrees that if constructed, (i) Owner, its successors and/or assigns, will have a taxable interest with respect to Improvements to be placed on the property; (ii) construction of the proposed Improvements described in Paragraph III will be performed by the Owner, its successors and/or assigns and/or their contractors or subcontractors, (iii) Owner's, its successors' and assigns' use of the property in the Reinvestment Zones is limited to that which is consistent with the general purpose of encouraging development or redevelopment of the area during the period of the Abatement, (iv) all representations made in this Agreement and in the Application for Abatement, if any, are true and correct to the best of Owner's knowledge, and (v) Owner will make required filings, if any, by Owner with the Office of the Comptroller of Public Accounts and other governmental entities concerning this Agreement that may be required in the future.
- B. The County represents that (i) the Reinvestment Zones and this Agreement have been created in accordance with Chapter 312 of the Texas Tax Code and the Hockley County Guidelines and Criteria Governing Tax Abatement as both exist on the effective date of this Agreement; (ii) no abatement will apply to Improvements or the land on which they are located if such land is owned or leased by a member of the County Commissioners Court as of the effective date of this Agreement, (iii) that the property on which the Improvements will be located within the Reinvestment Zones is located within the legal boundaries of the County and (iv) the County has made and will continue to make all required filings with the Office of the Comptroller of Public Accounts and other governmental entities concerning the Reinvestment Zones and this Agreement.

VI. Access to and Inspection of Property by County Employees

- A. Owner shall allow the County's employee, as designated by the County Judge, access to the Improvements for the purpose of inspecting any Improvements erected to ensure that the same are conforming to the minimum specifications of this Agreement and to ensure that all terms and conditions of this Agreement are being met. All such inspections shall be made only after giving Owner seventy two (72) hour notice and shall be conducted in such a manner as to avoid any unreasonable interference with the construction and/or operation of the Improvements. All such inspections shall be made with one (1) or more

representatives of Owner in accordance with all applicable safety standards.

- B. Owner shall, within ninety (90) days after the beginning of each Calendar Year, certify annually to the County its compliance with this Agreement by providing a written statement to the same to the County Judge.

VII. Default, Remedies and Limitations of Liability

- A. The County may declare a default if Owner breaches any material term or condition of this Agreement. If the County declares a default of this Agreement, this Agreement shall terminate, after notice and opportunity to cure as provided for below, or the County may modify the Agreement upon mutual agreement with Owner. In the event of default, the County may pursue the remedies provided for in Paragraph VII(B) and VII(C) below or the preceding Paragraph IV(E), as applicable. The County shall not declare a default, and no default will be deemed to have occurred, when the circumstances giving rise to such declaration are the result of "Force Majeure". "Force Majeure" means any contingency or cause beyond the reasonable control of Owner, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or defacto governmental action (unless caused by acts or omissions of Owner), fires, explosions, floods, tornadoes and strikes.
- B. The County shall notify (i) Owner and (ii) any lender of record in the Real Property Records of Hockley County of any default in writing in the manner prescribed herein. All contact information for purposes of a notice default shall be provided to the County Judge. The Notice shall specify the basis for the declaration of default, and Owner shall have ninety (90) days from the date of such notice to cure any default, except that where the default is incapable of being cured within ninety (90) days using reasonable business efforts, Owner shall commence performance of the cure within thirty (30) days after receipt of notice and diligently pursue those efforts until the default is cured. Owner and any lender of which the County has notice shall maintain the right to cure any defect, including any defect caused by an assignee or contractor of Owner during the same cure period identified in the foregoing sentence.
- C. As required by section 312.205 of the Texas Tax Code, if Owner fails to make the Improvements as provided for by this Agreement, the County shall be entitled to cancel the Agreement and recapture property tax revenue lost as a result of the Agreement, subject to the above provisions regarding notice and right to cure.
- D. **LIMITATION OF LIABILITY: CANCELLATION OF THE AGREEMENT (RESULTING IN A FORFEITURE OF ANY RIGHT TO ABATEMENT HEREUNDER BEYOND THE CANCELLATION DATE), RECAPTURE OF PROPERTY TAXES ABATED ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPH VII(C) OF THIS**

AGREEMENT, AND/OR RECOVERY OF THE AMOUNTS PROVIDED FOR IN PARAGRAPH IV(E) ONLY AS PROVIDED FOR AND ONLY UNDER THE CIRCUMSTANCES DEFINED IN PARAGRAPHS IV(E) AND VII(B), ALONG WITH ANY REASONABLY INCURRED COSTS AND FEES, SHALL BE THE COUNTY'S SOLE REMEDY, AND OWNER'S SOLE LIABILITY, IN THE EVENT OWNER FAILS TO MAKE THE SPECIFIED IMPROVEMENTS OR TAKE OTHER ACTION REQUIRED BY THIS AGREEMENT, INCLUDING ANY FAILURE TO PAY AMOUNTS OWED UNDER THIS AGREEMENT. OWNER AND COUNTY AGREE THAT THE LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES. IN THE EVENT OF A BREACH OF THIS AGREEMENT, ANY TAXES DUE BY OWNER SHALL BE SUBJECT TO ANY AND ALL STATUTORY RIGHTS FOR THE PAYMENT AND COLLECTION OF TAXES IN ACCORDANCE WITH THE TEXAS TAX CODE.

- E. Any notice of default under this Agreement shall prominently state the following at the top of the notice:

NOTICE OF DEFAULT UNDER TAX ABATEMENT AGREEMENT

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING DEFAULT UNDER YOUR TAX ABATEMENT AGREEMENT WITH THE COUNTY. FAILURE TO CURE THIS DEFAULT WITHIN NINETY DAYS OF NOTICE OR OTHERWISE CURE THE DEFAULT AS PROVIDED BY THE AGREEMENT SHALL RESULT IN TERMINATION OF THE TAX ABATEMENT AGREEMENT AND PAYMENT OF LIQUIDATED DAMAGES AS PROVIDED IN THE AGREEMENT.

VIII. Compliance with State and Local Regulations

Nothing in this Agreement shall be construed to alter or affect the obligations of Owner to comply with any order, rule, statute or regulation of the County or the State of Texas.

IX. Assignment of Agreement

The parties agree that the rights and obligations under this Agreement may be assigned, in whole or in part, by Owner to one or more assignees, provided Owner provides the County with twenty (20) days written notice prior to any such assignment and provides the County with a copy of the assignment agreement after it has been entered into. Upon such an assignment, the assignor shall no longer have any interest or liability with respect to the assigned rights and obligations, and a new abatement agreement with the same terms and conditions as this Agreement but with respect only to such assigned rights and obligations shall be deemed to exist between the assignee and the County. Upon the written request of the assignor or assignee, the County shall acknowledge in writing any such assignment and any such new abatement agreement.

X. Notice

All notices, demands and other communications of any type (collectively, "Notices") given shall be given in accordance with this Section. All Notices shall be in writing and delivered, by commercial delivery service to the office of the person to whom the Notice is directed (provided that that delivery is confirmed by the courier delivery service); by United States Postal Service (USPS), postage prepaid, as a registered or certified item, return receipt requested in a proper wrapper and with proper postage; by recognized overnight delivery service as evidenced by a bill of lading. Notice delivered by commercial delivery service shall be deemed delivered on receipt or refusal; notices delivered by USPS shall be deemed to have been given upon deposit with the same. Regardless of the method of delivery, in no case shall notice be deemed delivered later than actual receipt. In the event of a notice of default given pursuant to Article VII, such notice shall be given by at least one of the methods of delivery consistent with Section VII(E). All Notices shall be mailed or delivered to the following addresses:

To the Owner: Red Raider Wind, LLC
 Boulevard Associates, LLC
 c/o NextEra Energy Resources, LLC
 700 Universe Blvd
 Juno Beach Office
 Juno Beach, FL 33408

To the County: Hockley County Judge
 Hockley County Courthouse
 802 Houston Street
 Levelland, TX 79336
 Fax: 806-894-6820

Any party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

XI. Severability

In the event any section or other part of this Agreement is held invalid, illegal, factually insufficient or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid sections or other part. In the event that (i) the term of the Abatement with respect to any property is longer than allowed by law, or (ii) the Abatement applies to a broader classification of property than is allowed by law, then the Abatement shall be valid with respect to the classification of property not deemed overly broad, and for the portion of the term of the Abatement not deemed excessive. Any provision required by the Tax Code to be contained herein that does not appear herein is incorporated herein by reference.

XII. Applicable Law

This Agreement shall be construed under the laws of the State of Texas.

XIII. Amendment

Except as otherwise provided, this Agreement may be modified by the parties hereto upon mutual written consent to include other provisions which could have originally been included in this Agreement or to delete provisions that were not originally necessary to this Agreement pursuant to the procedures set forth in Chapter 312 of the Texas Tax Code.

XIV. Guidelines and Criteria

This Agreement is entered into by the parties consistent with the Hockley County Guidelines and Criteria Governing Tax Abatement. To the extent this Agreement modifies any requirement or procedures set forth in the Hockley County Guidelines and Criteria, those Guidelines and Criteria are deemed amended for purposes of this Agreement only.

XV. Entire Agreement

This Agreement contains the entire and integrated Amended & Restated Tax Abatement Agreement between the County and Owner, and supersedes any and all other negotiations and agreements, whether written or oral, between the parties. This Agreement has not been executed in reliance upon any representation or promise except those contained herein.

XVI. Coordination of Local Hiring and Services

Owner shall require its general contractor to use reasonable commercial efforts to maximize its use of Hockley County labor and services and supplies purchased from Hockley County businesses in the course of performing under this Agreement, as is further described in the Local Spending and Support Plan attached to this Agreement as Attachment B.

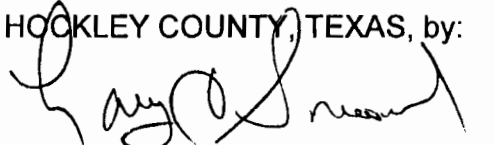
XVII. Road Maintenance

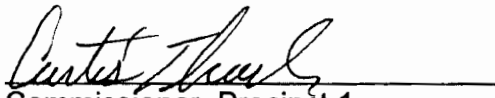
During construction of the Improvements, Owner agrees to use commercially reasonable efforts to minimize the disruption to County roads caused by the construction process and agrees to repair any damage caused to County roads by Owner or its agents during the construction period. After construction, Owner will leave such County roads in a state of equal or better condition than they were in prior to construction, excepting normal wear

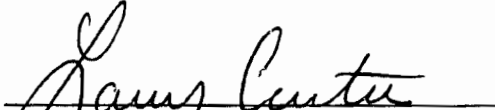
and tear. Any upgrade or requirement to upgrade any road used or necessary for Owner's operations will be borne solely by Owner. After construction, the County will only be responsible for the normal routine maintenance of the County roads.

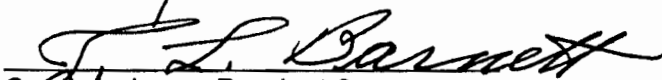
In Testimony of which, this Agreement has been executed by the County as authorized by the County Commissioners Court and executed by the Owner on the respective dates shown below.

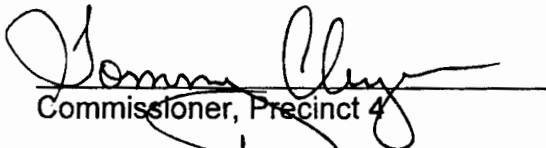
HOCKLEY COUNTY, TEXAS, by:



County Judge


Commissioner, Precinct 1


Commissioner, Precinct 2



Commissioner, Precinct 3


Commissioner, Precinct 4


Attest., County Clerk

March 23, 2015
Date

Red Raider Wind, LLC

By: 
John DiDonato, Vice President

Date: 4-8-2015

Attachment A

Attached is the Resolution Designating Reinvestment Zone dated July 14, 2014, (Hockley County Wind Reinvestment Zone #1), duly passed by the Hockley County Commissioners Court, and a map depicting the location of Hockley County Wind Reinvestment Zone #1.

Attached is the Resolution Designating Reinvestment Zone dated March 9, 2015, (Hockley County Wind Reinvestment Zone #2), duly passed by the Hockley County Commissioners Court, and a map depicting the location of Hockley County Wind Reinvestment Zone #2.

Motion by Commissioner Carter, seconded by Commissioner Clevenger,
4 Votes Yes, 0 Votes No, that Commissioners' Court approve the Resolution Approving Hockley
County Wind Reinvestment Zone #1 for Red Raider Wind, LLC, as per Resolution recorded
below.

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RESOLUTION _____

RESOLUTION OF THE HOCKLEY COUNTY COMMISSIONERS COURT ADOPTING A POLICY OF GUIDELINES AND CRITERIA FOR TAX ABATEMENTS IN ACCORDANCE WITH THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT.

WHEREAS, the County of Hockley, Texas, is committed to economic development of the community and the enhancement and expansion of the local economy, including but not limited to the creation of new and expanded employment opportunities and the continued revitalization of the community; and

WHEREAS, the County Commissioners Court has determined that the participation by Hockley County in a program of tax abatement as authorized by the Property Redevelopment and Tax Abatement Act, and in accordance with the attached Guidelines and Criteria for Tax Abatement, is a method by which its goals may be achieved; and,

WHEREAS, the Property Redevelopment and Tax Abatement Act requires that Tax Abatement Guidelines and Criteria be readopted every two years; and,

WHEREAS, the County last readopted the Tax Abatement Program guidelines in 2009; and,

WHEREAS, it is again time to reconsider the Tax Abatement Program Guidelines;

NOW THEREFORE: BE IT RESOLVED BY THE HOCKLEY COUNTY COMMISSIONERS COURT;

THAT the County of Hockley hereby adopts the attached GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT.

Passed and Approved this 14th day of July, 2014

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RESOLUTION OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS DESIGNATING
HOCKLEY COUNTY WIND REINVESTMENT ZONE #1

**A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR
A COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN HOCKLEY COUNTY, TEXAS,
ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE
DATE.**

Whereas, the Commissioners Court of Hockley County, Texas, desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, et seq.), and the Guidelines and Criteria of the Commissioners Court of Hockley County for Granting a Tax Abatement in Reinvestment Zone created in Hockley County, Texas (the "Guidelines"); and

Whereas, on July 14, 2014, a hearing before the Commissioners Court of Hockley County, Texas, was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Hockley County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

Whereas, the Commissioners Court of Hockley County, Texas, at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

Whereas, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Hockley County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a. That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as

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required by law and mailed to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone; and

b. That the boundaries of the reinvestment zone should be the area described in the attached Exhibit "A" and depicted in the map attached hereto as Exhibit "B", which are incorporated herein by reference for all purposes. In the event of discrepancy between the descriptions of Exhibit "A" and map in Exhibit "B", the map shall control; and

c. That the creation of the reinvestment zone will result in benefits to Hockley County, Texas, and to the land included in the zone and that the improvements sought are feasible and practical; and

d. The reinvestment zone meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention of expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Hockley County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Hockley County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, Hockley County Commissioners Court hereby creates Hockley County Wind Reinvestment Zone #1, a reinvestment zone for commercial-industrial tax abatement encompassing only the area described in Exhibit "A" and depicted in Exhibit "B", and such reinvestment zone is hereby designated and shall hereafter be referred to a Hockley County Wind Reinvestment Zone #1.

SECTION 4. That Hockley County Wind Reinvestment Zone #1 shall take effect on July 14, 2014, and shall remain designated as a commercial-industrial reinvestment zone for renewable and wind generated power generation for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

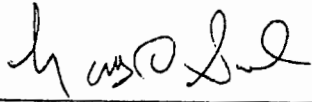
SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Hockley County Commissioners Court at which this Resolution was adopted was posted at a place conveniently and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such

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reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding officers of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

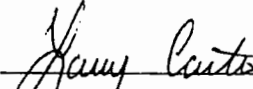
PASSED, APPROVED AND ADOPTED on this the 14th day of July, 2014.




County Judge



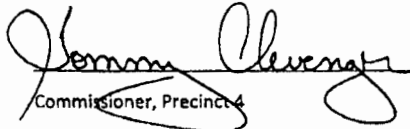
Commissioner, Precinct 1



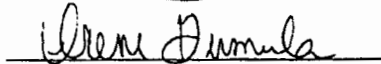
Commissioner, Precinct 2



Commissioner, Precinct 3



Commissioner, Precinct 4

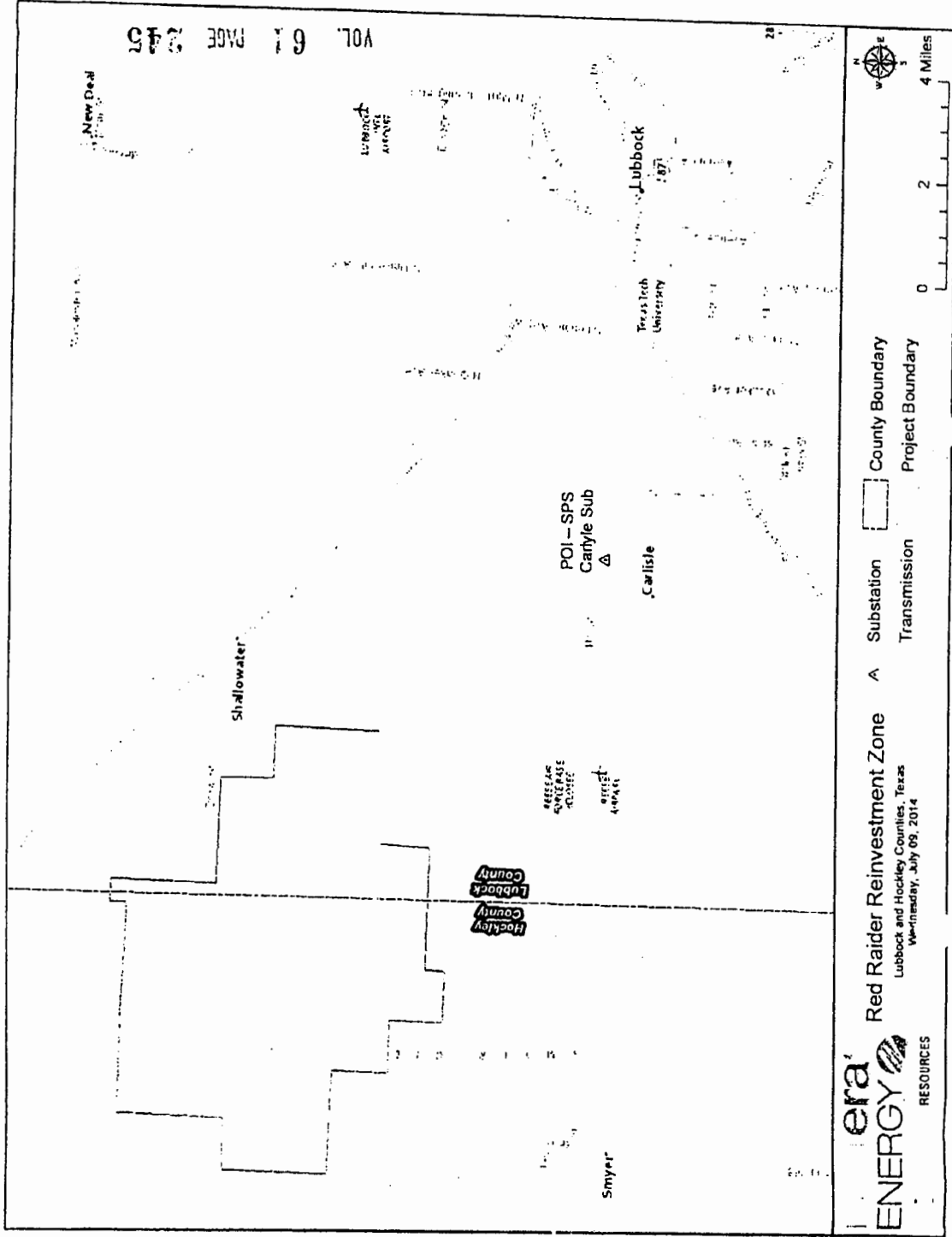


County Clerk

(County Seal)

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Exhibit "A" to

Hockley County Wind Reinvestment Zone #1

Abstracts 59, 60, 61, 63, 64, 65, 66, 67, 68, 79, 80, 93, 94, 95, 96, 97, 98, 101, 102, 106, 115, 116, 121, 124, 125 in the R M Thomson Survey

Abstract 244 in the C & M RR CO Survey

Abstract 358 in the T S Fairris Survey

All of the above legal descriptions are in Hockley County, being roughly 4.5 miles East of Shallowater, 4 miles North East of Smyer and situated adjacent to the Hockley/Lubbock County line

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RESOLUTION OF THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS DESIGNATING
HOCKLEY COUNTY WIND REINVESTMENT ZONE #2

**A RESOLUTION DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR A
COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN HOCKLEY COUNTY, TEXAS,
ESTABLISHING THE BOUNDARIES THEREOF, AND PROVIDING FOR AN EFFECTIVE
DATE.**

Whereas, the Commissioners Court of Hockley County, Texas, desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone as authorized by the Property Redevelopment and Tax Abatement Act, as amended (Texas Property Tax Code §312.001, et seq.), and the Guidelines and Criteria of the Commissioners Court of Hockley County for Granting a Tax Abatement in Reinvestment Zone created in Hockley County, Texas (the "Guidelines"); and

Whereas, on March 9, 2015, a hearing before the Commissioners Court of Hockley County, Texas, was held, such date being at least seven (7) days after the date of publication of the notice of such public hearing in the local newspaper of general circulation in Hockley County and the delivery of written notice to the respective presiding officers of each taxing entity that includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

Whereas, the Commissioners Court of Hockley County, Texas, at such public hearing invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone; and

Whereas, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, of the reinvestment zone appeared to contest the creation of the reinvestment zone.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2. That the Commissioners Court of Hockley County, Texas, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a. That the public hearing on adoption of the reinvestment zone has been properly called, held and conducted and that notice of such hearing has been published as required by

law and mailed to the respective presiding officers of the governing bodies and all taxing units overlapping the territory inside the proposed reinvestment zone; and

b. That the boundaries of the reinvestment zone should be the area described in the attached Exhibit "A" and depicted in the map attached hereto as Exhibit "B", which are incorporated herein by reference for all purposes. In the event of discrepancy between the descriptions of Exhibit "A" and map in Exhibit "B", the map shall control; and

c. That the creation of the reinvestment zone will result in benefits to Hockley County, Texas, and to the land included in the zone and that the improvements sought are feasible and practical; and

d. The reinvestment zone meets the criteria set forth in Texas Property Tax Code Chapter 312 for the creation of a reinvestment zone as set forth in the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of Hockley County, Texas, and that the entire tract of land is located entirely within an unincorporated area of Hockley County, Texas.

SECTION 3. That pursuant to the Property Redevelopment and Tax Abatement Act, as amended, and the Guidelines, Hockley County Commissioners Court hereby creates Hockley County Wind Reinvestment Zone #2, a reinvestment zone for commercial-industrial tax abatement encompassing only the area described in Exhibit "A" and depicted in Exhibit "B", and such reinvestment zone is hereby designated and shall hereafter be referred to as Hockley County Wind Reinvestment Zone #2.

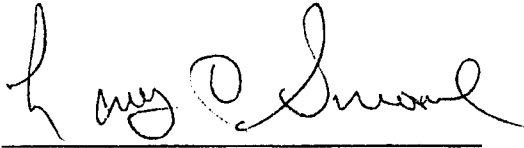
SECTION 4. That Hockley County Wind Reinvestment Zone #2 shall take effect on March 9, 2015 and shall remain designated as a commercial-industrial reinvestment zone for renewable and wind generated power generation for a period of five (5) years from such date of designation, and may be renewed for an additional five (5) year period thereafter.

SECTION 5. That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the Hockley County Commissioners Court at which this Resolution was adopted was posted at a place conveniently and readily accessible at all times as required by the Texas Open Government Act, Texas Government Code, Chapter 551, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of general circulation within the County, and furthermore, such notice was in fact delivered to the presiding

officers of any affected taxing entity as prescribed by the Property Redevelopment and Tax Abatement Act.

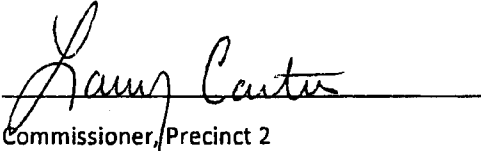
PASSED, APPROVED AND ADOPTED on this the 9th day of March, 2015.



County Judge



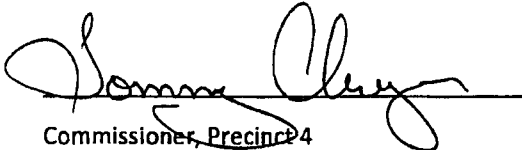
Commissioner, Precinct 1



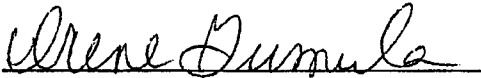
Commissioner, Precinct 2



Commissioner, Precinct 3



Commissioner, Precinct 4



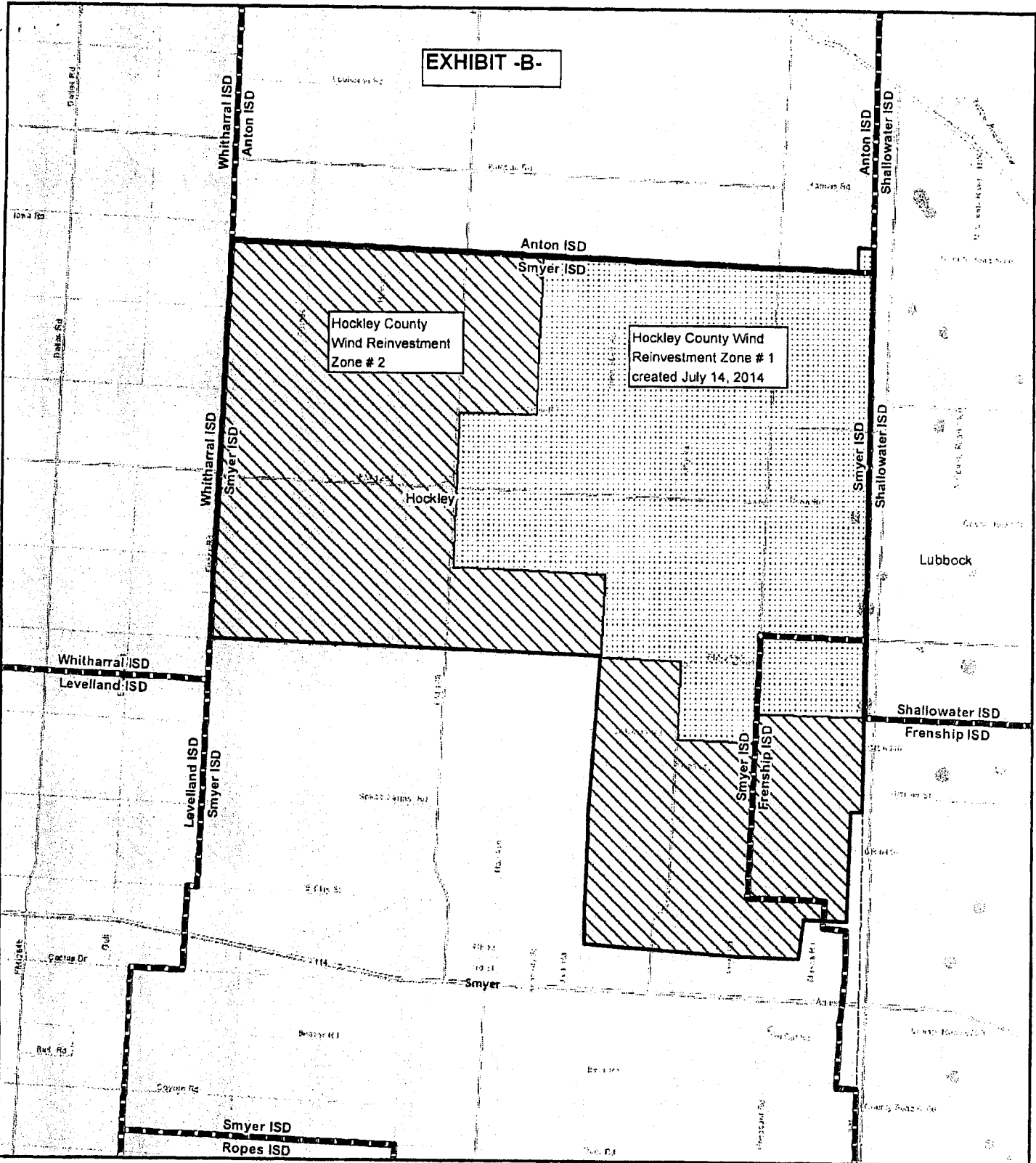
County Clerk

(County Seal)

EXHIBIT -A-






Survey	Block	Section	Abstract
THOMSON, R M	A	131	219106
THOMSON, R M	A	57	219102
THOMSON, R M	A	56	219101
THOMSON, R M	A	55	21968
THOMSON, R M	A	54	21967
THOMSON, R M	A	50	21963
THOMSON, R M	A	51	21964
THOMSON, R M	A	52	21965
THOMSON, R M	A	53	21966
THOMSON, R M	A	42	21998
THOMSON, R M	A	41	21997
THOMSON, R M	A	40	21980
THOMSON, R M	A	39	21979
THOMSON, R M	A	38	219116
THOMSON, R M	A	130	219125
THOMSON, R M	A	33	21993
THOMSON, R M	A	34	21994
THOMSON, R M	A	35	21995
THOMSON, R M	A	36	21996
THOMSON, R M	A	37	219115
THOMSON, R M	A	129	219124
THOMSON, R M	A	24	21961
THOMSON, R M	A	23	21960
C&M RR CO	P	53	219244
C&M RR CO	P	53	2191
THOMSON, R M	A	22	21959
PSL	D	12	219358
THOMSON, R M	A	128	219121

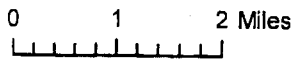
EXHIBIT -B-



Red Raider

Thursday, February 19, 2015
Hockley County, Texas

-  Project Boundary
-  Reinvestment Zone # 1
-  Reinvestment Zone # 2
-  ISD Boundary
-  County Boundary



Attachment B

Local Spending and Support Plan

- A. In connection with the construction and operation of the Improvements in Hockley County (the "Project"), Owner and the Owner's prime contractor(s) ("Prime Contractor(s)") responsible for overseeing construction and/or operation of the Improvements will invest by using commercially reasonable efforts to use services, materials and supplies purchased from Hockley County individuals and businesses, provided that nothing in this paragraph shall require Owner or the Prime Contractor(s) to use services, materials and supplies provided by Hockley County residents that are not: (i) of similar quality to those provided by nonresidents; or (ii) made available on terms and/or at prices comparable to those offered by nonresidents. Within ninety (90) days following completion of physical construction of the Project, Owner shall provide the County with a written project summary of the investment showing its compliance with the requirements set forth in this Local Spending and Support Plan.
- B. In no event shall Owner or the Prime Contractor discriminate against Hockley County residents in employment or in the purchase of goods and services.
- C. In filling employment vacancies in connection with the Project, Owner and the Prime Contractor(s) will use commercially reasonable efforts to use Hockley County labor, provided that nothing in this paragraph shall require Owner or the Prime Contractor to employ Hockley County residence who are not: (i) equally or more qualified than nonresident applicants; or (ii) available for employment on terms and/or at salaries comparable to those required by nonresident applicants.
- D. Owner or Prime Contractor shall designate a Coordinator of Local Hiring and Services who will act as a liaison between all contractors and any individual or business residing in Hockley County who is interested in obtaining information about (1) employment, or (2) commercial services or supplies expected to be purchased by a contractor.
- E. Owner or the Prime Contractor shall hold a job and contracting information session prior to beginning physical construction of the Project at which information will be provided regarding the construction and hiring needs of the Project. Such information also will be provided on a continuing basis through the Coordinator of Local Hiring and Services.

**Motion by Commissioner Thrash, seconded by Commissioner Carter,
4 Votes Yes, 0 Votes No, that Commissioners' Court award the bid to Caldwell
Country Chevrolet for a 2015 Silverado pickup for use in Commissioners' Precinct #1,
in the amount of Twenty Eight Thousand Nine Hundred Forty Five Dollars (\$28,945)
as per Bid recorded below.**

BID FORM

HOCKLEY COUNTY, TEXAS

DATE March 2, 2015

DESCRIPTION Chevrolet

ITEMS: Silverado 1500 Double Cab 4x4 CK15753 (LT)

YEARS 2015

GROSS BID \$28,945

DISCOUNT (If Any) -0-

NET BID F.O.B. \$28,945.
HOCKLEY COUNTY, TEXAS

EFFECTIVE DATE 75-90 DAY Delivery

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variances from specifications (If Any) _____

Signature of Authorized Representative Almon Averyt Knapp

Name of Company Caldwell Country Chevrolet

DATE 3/2/15

COUNTY JUDGE, HOCKLEY COUNTY

THE STATE OF TEXAS

IN THE COMMISSIONERS COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

BID SPECIFICATIONS FOR PRECINCT #1

3/2/15

One new 2015 pickup
4x4 off road suspension
Skid plate package
Recovery hooks
Heavy duty trailer package
On-off road all terrain tires
Aluminum wheels
5.3 liter minimum engine or larger displacement
6 speed automatic transmission-electronic controlled
7000 lb GVWR
Rear axle ratio 3.40 or lower
Rear locking differential
AM/FM stereo w/CD player and MP3 playback and USB port
Dual zone air conditioning controls
Rear wheel house liner and bed rail protector
External engine oil cooler
High capacity air cleaner
Heavy duty cooling package
External auxiliary transmission oil cooler
Locking tailgate
All weather floor mats

BID FORM

HOCKLEY COUNTY, TEXAS

DATE 3/20/15

DESCRIPTION Ford F150 Supercab 4x4 Long Bed

ITEMS: ONE

YEARS 2015

GROSS BID _____

DISCOUNT (If Any) _____

NET BID F.O.B.
HOCKLEY COUNTY, TEXAS 30,714

EFFECTIVE DATE 3/20/15

I certify that I have read and understand the specifications and that the unit bid meets all specifications unless noted otherwise and technical supporting data provided.

Variations from specifications (If Any)

FORD 5.0 V8 is 385 HP / 387 TORQUE 11,500 lb TOW Rating
GM 5.3 V8 is 355 HP / 383 TORQUE
No dual zone A/C control

Signature of Authorized Representative [Signature]

Name of Company SMITH SOUTH PLAINS FORD

DATE 3/20/15

COUNTY JUDGE, HOCKLEY COUNTY

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TONY MARTIN
FLEET MANAGER

PO Box 1349
2483 E. Hwy 114
Levelland, TX 79336

806.894.3191 main
806.894.3248 fax
806.632.3953 cell
tmartin@smithsouthplains.com

==>

2015 F-150

Order No: T888 Priority: D5 Ord FIN: QE947 Order Type: 5B Price Level: 530

Ord PEP: 101A Cust/Flt Name: HOCKLEY

PO Number:

RETAIL

RETAIL

X1E F150 4X4 S/C \$34750
163.7" WBASE

XL6 3.73 ELEC LOCK NC
7850# GVWR

YZ OXFORD WHITE
C CLOTH 40/20/40

FRT LICENSE BKT NC
53A TRAILER TOW PKG 495

G GRAY INTERIOR

55A FX4 OFF ROAD 770
.SKID PLATES

101A EQUIP GRP 2255

.XL SERIES
.POWER EQUIP GRP
.SYNC
.CRUISE CONTROL
.BOXLINK
.SELECTSHIFT

TOTAL BASE AND OPTIONS 41635
XL MID DISCOUNT (500)
TOTAL 41135

THIS IS NOT AN INVOICE
*TOTAL PRICE EXCLUDES COMP PR

99F 5.0L V8 FFV ENG NC

* MORE ORDER INFO NEXT PAGE *

446 ELEC 6-SPD AUTO

F8=Next

T8C LT275/65R18C NC

F3/F12=Veh Ord Menu

F1=Help F2=Return to Order

F9=View Trailers

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC03553

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==>

Dealer: F52554

2015 F-150

Page: 2 of 2

Order No: T888 Priority: D5 Ord FIN: QE947 Order Type: 5B Price Level: 530

Ord PEP: 101A Cust/Flt Name: HOCKLEY PO Number:

RETAIL

RETAIL

627 HD PAYLOAD PKG \$1500

64H 18" SILVER HDP 395

23 GAL TANK

67T TRL BRAKE CONTR 275

794 PRICE CONCESSN

REMARKS TRAILER

SP FLT ACCT CR

FUEL CHARGE

DEST AND DELIV 1195

TOTAL BASE AND OPTIONS 41635

XL MID DISCOUNT (500)

TOTAL 41135

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC03553

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THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONERS COURT
HOCKLEY COUNTY, TEXAS

BID SPECIFICATIONS FOR PRECINCT #1
3/2/15

One new 2015 pickup
4x4 off road suspension
Skid plate package
Recovery hooks
Heavy duty trailer package
On-off road all terrain tires
Aluminum wheels
5.3 liter minimum engine or larger displacement
6 speed automatic transmission-electronic controlled
7000 lb GVWR
Rear axle ratio 3.40 or lower
Rear locking differential
AM/FM stereo w/CD player and MP3 playback and USB port
Dual zone air conditioning controls
Rear wheel house liner and bed rail protector
External engine oil cooler
High capacity air cleaner
Heavy duty cooling package
External auxiliary transmission oil cooler
Locking tailgate
All weather floor mats



GUNN ACURA
11911 IH-10 West
San Antonio, TX 78230

GUNN BUICK GMC
16440 IH 35 North Exit 174B
Selma, TX 78154

GUNN CHEVROLET
16550 IH-35 North
Selma, TX 78154

GUNN HONDA
14610 IH-10 West
San Antonio, TX 78249

GUNN INFINITI
12150 IH-10 West
San Antonio, TX 78230

GUNN NISSAN
750 NE Loop 410
San Antonio, TX 78209

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 03/10/2015
Buyer's Name Irene Gumula
Co-Buyer's Name _____
Business Name Hocklev County
Address 802 Houston St Ste 101
City & State Levelland TX Zip 79336
Home Phone _____ Bus. Phone (806) 894-6856
Cell Phone _____ E-Mail _____
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Bill Wearden SalesPerson 1 ID # _____
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff \$0.00 Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

VEHICLE INFORMATION

Stock # _____ Vin # _____
Year 2015 Make Chevrolet
Model Silverado 1500 Model Trim 1LT
Miles _____ Color White
M.S.R.P. \$41,390.00 Discount \$12,242.75 O.S.P. \$29,147.25

Dealer Installed Accessories *

- | | |
|---------------------------|----------|
| 1. Delivery Fee | \$357.00 |
| 2. FLOOR mats-all weather | \$98.00 |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |

Selling Price	\$29,147.25
Plus Owed Accessories	\$455.00
Selling Price w/ Accessories	\$29,602.25
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	\$0.00
Sub-Total	\$29,602.25
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$23.75
Balance Due on Trade-In	\$0.00

Documentary Fee _____

Total \$29,626.00

Deposit Receipt # _____

Cash Down Receipt # _____

Amount to Finance \$29,626.00

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 03/10/2015 Buyer's / Co-Buyer's Signature: VOL. 02 PAGE 340 Accepted _____

Prepared For:
 irene gumula
 County of Hockley
 802 Houston St., Ste., 101
 Levelland, TX 79336
 Phone: (806) 894-6856

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

WINDOW STICKER

RC4	TIRE, SPARE P265/70R17 ALL-SEASON, BLACKWALL	INC
VQ2	FLEET PROCESSING OPTION	\$0.00
SPECIAL EQUIPMENT OPTIONS		
9G3	SUSPENSION PACKAGE, OFF-ROAD, FOR BASE DECOR VEHICLES	\$400.00
SUBTOTAL		\$40,195.00
Advert/Adjustments		\$0.00
Destination Charge		\$1,195.00
TOTAL PRICE		\$41,390.00
Est City: * 16.00 mpg		
Est Highway: 22.00 mpg		
Est Highway Cruising Range: 572.00 mi		

Selling Price \$29,147.25
DELIVERY Fee \$357.00
FLOOR MATS \$98.00
2yr INSPECTION \$23.75
\$29,626.00

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

WINDOW STICKER

2015 Chevrolet Silverado 1500 4WD Double Cab 143.5" LT w/1LT		Interior: - Jet Black
* 5.3L/325 CID * Gas V8		Exterior 1: - Summit White
* 6-Speed Automatic		Exterior 2: - No color has been selected.
CODE	MODEL	MSRP
CK15753	2015 Chevrolet Silverado 1500 4WD Double Cab 143.5" LT w/1LT	\$37,730.00
OPTIONS		
FE9	EMISSIONS, FEDERAL REQUIREMENTS	\$0.00
L83	ENGINE, 5.3L ECOTEC3 V8 WITH ACTIVE FUEL MANAGEMENT, DIRECT INJE	\$1,095.00
MYC	TRANSMISSION, 6-SPEED AUTOMATIC, ELECTRONICALLY CONTROLLED	\$0.00
C5Z	GVWR, 7200 LBS. (3266 KG)	INC
GU6	REAR AXLE, 3.42 RATIO	\$0.00
1LT	1LT PREFERRED EQUIPMENT GROUP	\$0.00
Q5U	WHEELS, 17" X 8" (43.2 CM X 20.3 CM) BRIGHT MACHINED ALUMINUM	\$0.00
RC3	TIRES, P265/70R17 ALL-TERRAIN, BLACKWALL	\$200.00
ZY1	PAINT, SOLID	\$0.00
GAZ	SUMMIT WHITE	\$0.00
AZ3	SEATS, FRONT 40/20/40 SPLIT-BENCH, 3-PASSENGER, AVAILABLE IN CLOTH	\$0.00
H0U	JET BLACK, CLOTH SEAT TRIM	\$0.00
IO4	CHEVROLET MYLINK AUDIO SYSTEM, 4.2" DIAGONAL COLOR SCREEN WITH	\$0.00
Z82	TRAILERING PACKAGE	\$375.00
G80	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	\$395.00
KNP	COOLING, AUXILIARY EXTERNAL TRANSMISSION OIL COOLER	INC
K47	AIR CLEANER, HIGH-CAPACITY	INC
___	BATTERY, HEAVY-DUTY 720 COLD-CRANKING AMPS/80 AMP-HR, MAINTENA	INC
NZZ	UNDERBODY SHIELD, TRANSFER CASE PROTECTION	INC
Z71	Z71 PACKAGE, OFF-ROAD	INC

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" LT w/1LT

ENTERTAINMENT

- Chevrolet MyLink audio system, 4.2" diagonal color screen with AM/FM stereo, USB ports auxiliary jack, SD card slot, Bluetooth streaming audio for music and most phones, hands-free smartphone integration, Pandora Internet radio and voice-activated technology for radio and phone
- Single-slot CD/MP3 player
- SiriusXM Satellite Radio is standard on nearly all 2015 GM models. Enjoy a 3-month All Access trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus you can listen to SiriusXM Internet Radio everywhere on your computer, smartphone or tablet. Welcome to the world of SiriusXM. (IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue listening after your trial, the subscription plan you choose will automatically renew and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.) (Not available with (PCU) Fleet Base Package. IMPORTANT: The SiriusXM Satellite Radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue listening after your trial, the subscription plan you choose will automatically renew and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call us at 1-866-635-2349. See our Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change.)
- 6-speaker audio system
- Bluetooth for phone, personal cell phone connectivity to vehicle audio system
- OnStar with 4G LTE provides a built-in Wi-Fi hotspot to connect to the internet at 4G LTE speeds (Visit www.onstar.com for vehicle availability, details and system limitations. Services and connectivity may vary by model and conditions. 4G LTE service available in select markets. 4G LTE performance based on industry averages and vehicle systems design. Some services require data plan.)

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" LT w/1LT

EXTERIOR

- Wheels, 17" x 8" (43.2 cm x 20.3 cm) bright machined aluminum
- Tires, P255/70R17 all-season, blackwall
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire, spare P255/70R17 all-season, blackwall (Included and only available with (RBZ) P255/70R17 all-season, blackwall tires.)
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front chrome
- Bumper, rear chrome
- Recovery hooks, front, frame-mounted, black (Included with 4WD models and 2WD with (PDX) Custom Sport Edition.)
- Lamps, cargo area, cab mounted with switch on center switch bank
- Tailgate and bed rail protection cap, top
- Tailgate, locking utilizes same key as ignition and door
- Tailgate, EZ-Lift and Lower
- CornerStep, rear bumper
- Moldings, bodyside, body color
- Wheelhouse liners, rear
- Grille, chrome with chrome surround, chrome with chrome honeycomb mesh
- Headlamps, halogen reflector
- Mirrors, outside heated power-adjustable (includes driver's side spotter mirror) (Body-color. Mirror caps will be chrome with (PDX) Custom Sport Edition.)
- Mirror caps, body-color (Mirror caps will be black when (PEC) Rally 2 Edition or (GE3) Rally 1 Edition is ordered.)
- Glass, deep-tinted
- Door handles, body-color (Door handles will be black when (PEC) Rally 2 Edition or (GE3) Rally 1 Edition is ordered.)

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" LT w/1LT

INTERIOR

- Seats, front 40/20/40 split-bench, 3-passenger, available in cloth or leather includes driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Also includes manually adjustable driver lumbar, lockable storage compartment in seat cushion, and storage pockets. (Leather with (KA1) heated seat cushions and seat backs is an available extra charge option with (H1Y) Jet Black leather appointed interior trim and requires (PCM) LT Convenience Package, (PEC) Rally 2 Edition or (PDU) All Star Edition.) (Leather with (KA1) heated seat cushions and seat backs is an available extra charge option with (H1Y) Jet Black leather appointed interior trim and requires (PCY) LT Fleet Convenience Package, (PEC) Rally 2 Edition or (PDU) All Star Edition.)
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
- Floor covering, color-keyed carpeting with rubberized vinyl floor mats (Double Cab and Crew Cabs include second row floor mats)
- Steering wheel, leather-wrapped with audio and cruise controls
- Steering column, Tilt-Wheel, manual with theft-deterrent locking feature
- Steering wheel audio controls
- Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 4.2-inch diagonal color display includes driver personalization, warning messages and vehicle information
- Windows, power front and rear with driver express up and down and express down on all other windows
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- Air conditioning, single-zone
- Visors, driver and front passenger illuminated vanity mirrors
- Assist handle, front passenger on A-pillar

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" LT w/1LT

MECHANICAL

- Engine, 4.3L FlexFuel EcoTec3 V6 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction with FlexFuel capability, capable of running on unleaded or up to 85% ethanol (285 hp [212 kW] @ 5300 rpm, 305 lb-ft of torque [413 Nm] @ 3900 rpm)
- Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking
- Rear axle, 3.42 ratio (Standard on 4WD (LV3) 4.3L EcoTec3 V6 engine. Available with (L83) 5.3L EcoTec3 V8 engine.)
- Body, Pick Up Box
- GVWR, 7100 lbs. (3221 kg) (Requires 4WD models and (LV3) 4.3L EcoTec3 V6 engine.)
- Transfer case, electronic Autotrac with rotary dial control (Included with 4WD models only.)
- Four wheel drive
- Cooling, external engine oil cooler
- Battery, heavy-duty 730 cold-cranking amps/70 Amp-hr, maintenance-free with rundown protection and retained accessory power
- Alternator, 150 amps
- Frame, fully-boxed, hydroformed front section
- Suspension Package, Handling/Trailering
- Steering, Electric Power Steering (EPS) assist, rack-and-pinion
- Brakes, 4-wheel disc with DURALIFE rotors, 4-wheel antilock
- Exhaust, aluminized stainless-steel muffler and tailpipe

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2015 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" LT w/1LT

SAFETY

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist
- Daytime Running Lamps with automatic exterior lamp control
- Air bags, dual-stage frontal and side-impact, driver and front passenger and head-curtain and seat-mounted side-impact, front and rear outboard seating positions with Passenger Sensing System (Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar Directions and Connections plan for 6 months including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance and Turn-by-Turn Navigation (Visit www.onstar.com for vehicle availability, details and system limitations. Services may vary by model and conditions.)
- Tire Pressure Monitoring System (does not apply to spare tire)

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2015 Fleet/Non-Retail Chevrolet Silverado 1500 4WD Double Cab 143.5" LT

WARRANTY INFORMATION

WARRANTY INFORMATION - 2015 Fleet/Non-Retail CK15753 4WD Double Cab 143.5" LT w/1LT

WARRANTY

Basic:

3 Years/36,000 Miles

Drivetrain:

5 Years/100,000 Miles

Corrosion:

3 Years/36,000 Miles

Rust-Through

6 Years/100,000 Miles

Roadside Assistance:

5 Years/100,000 Miles

Maintenance:

2 Years/24,000 Miles

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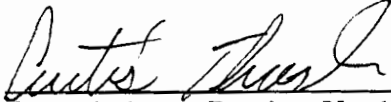
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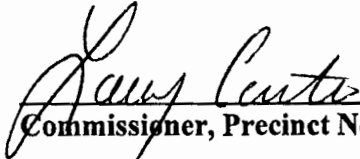
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There being no further business to come before the Court, the Judge declared
Court adjourned, subject to call.

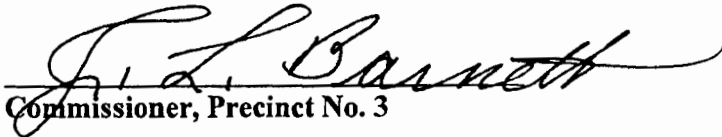
The foregoing Minutes of a Commissioners' Court meeting held on the 23rd
day of March, A. D. 2015, was examined by me and approved.



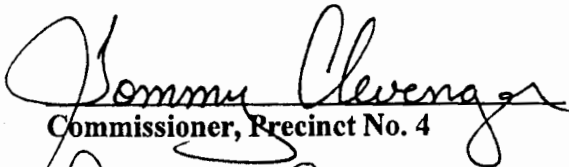
Commissioner, Precinct No. 1



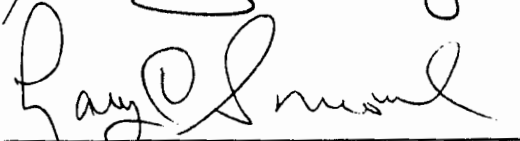
Commissioner, Precinct No. 2



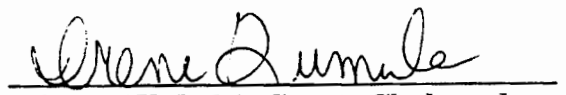
Commissioner, Precinct No. 3



Commissioner, Precinct No. 4



County Judge



IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas