

**CONDITIONS OF AGREEMENT ON GUARANTEED
MAINTENANCE FOR CLAY COUNTY
JOHN DEERE 672G MOTORGRADER**

The John Deere 672G MOTORGRADER will have a \$0.00 guaranteed maintenance from delivery to (3) years or 3,000 hours whichever comes first, under the following conditions:

Item #1: Machine to be equipped as per general bid specifications according CLAY COUNTY with bidders standard factory guarantee.

SIX MONTHS OF JOHN DEERE "BASIC" MACHINE WARRANTY AND
THRITY SIX MONTHS OF FULL WARRANTY, OR 3,000 HOURS,
WHICHEVER COMES FIRST.

- Item #2:
- A. Guaranteed maintenance to be for a period of (3) years from the receiving date of the equipment, including the factory warranty period or 3,000 hours of operation, whichever comes first. Amount \$0.00.
 - B. Guaranteed maintenance shall include all parts and labor except the following:
 - 1. Glass, filters, fan belts, cutting edges, teeth, lubricating oil, Undercarriage, fuel, anti-freeze, hydraulic oil, hydrostatic oil, electrical system, air conditioning, travel time and mileage, any trucking charges and other items normally consumed in a day to day operation.
 - 2. Damage resulting from fire, windstorm, flood and rising water, theft, vandalism, abuse and neglect.
 - C. The Bidder guarantees that the cost of repairs, included in guaranteed maintenance for the period stated in Item #2 of the above quotation, represent the maximum amount that CLAY COUNTY will have to pay. The Bidder will pay any such repair cost in excess of this amount. If the cost of guaranteed maintenance during the period stated in the bid above, the COUNTY will pay only the actual cost.
 - D. All guaranteed maintenance should be performed by the Bidder with the following conditions:
 - 1. If the work load in the Bidders shop is such that repairs cannot begin within twenty four hours after equipment breakdown and continue at a reasonable rate, the COUNTY will have the option repairing the equipment in their shop with their labor and parts recommended by the Bidder. Parts and labor cost of their personnel to credit against maintenance contract.

2. If for any reason other than lack of parts availability, the equipment is not repaired within fourteen working days of the date of equipment breakdown, the Bidder shall furnish the COUNTY cost-free a similar piece of equipment for the use until repairs of completed.
- E. Payment to the Bidder for guaranteed maintenance should be made by COUNTY as repairs are made and billed to the COUNTY . At such time during the three year maintenance period the amount paid to the Bidder by the COUNTY for guaranteed maintenance equals the amount of the bid in the above quotation, the Bidder will assume the balance of the THREE year period or 3,000 hours of operation all costs, labor and parts, for all required guaranteed maintenance to keep the equipment in a safe an satisfactory condition.
- F. CLAY COUNTY will provide a proper level of maintenance on the equipment purchased and will follow the recommended practice by the Bidder pertaining to oil change, adjustments, parts replacement and any other maintenance procedure that the Bidder feels worthy to pro-long machine life.
- G. The Bidder can and should make regular monthly maintenance inspections and recommendations or as often as the Bidder requires, and make a written report to the COUNTY with a copy to be kept by the Bidder.
- H. Only parts recommended by the Bidder may be used in the repair of the equipment.
- I. CLAY COUNTY and Yellowhouse Machinery Co. have the right to examine the others record at any reasonable time and frequency.
- J. Any contest of repairs by either party will be submitted to the other within 60 days after each year of use. After which the record will be accepted a correct. Any disagreement will be settled by a three man arbitration board, one member selected by Yellowhouse Machinery Co., one member by CLAY COUNTY and the third chosen by the two arbitrators so selected, or if the arbitrators fail to select a third within ten days, he shall be chosen by the District Judge, 47th Judicial District, Amarillo, Texas. The party adjudged to be wrong should pay all cost of the arbitration. The decision of this board will be final.

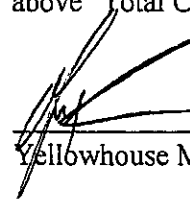
Item #6: A. The guaranteed repurchase amount stated in the above quotation is the amount that Yellowhouse will give for the John Deere 672G at the end of THREE (3)years or 3,000 hours of operation whichever comes first.

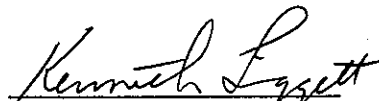
- B. CLAY COUNTY will have 30 days at the end of the specified time to accept this repurchase amount or the contract will be terminated and the COUNTY may then use or dispose of the machine in any manner they desire.
- C. If CLAY COUNTY disposes of the equipment, rents, and leases or sells it before the specified time, then the obligation of the Bidder is ended.
- D. CLAY COUNTY will keep the machine in good operating condition as outlined by the manufacture's guidelines. If CLAY COUNTY elects to exercise the Guaranteed Minimum Repurchase option, CLAY COUNTY will be responsible for any repairs to tinware, alterations and providing tires or undercarriage with 50% wear remaining.

This contract shall be performable in the state of Texas, Potter and CLAY Counties, Texas with venue in CLAY COUNTY, Texas.

Bids close NOVEMBER,2014

I (we) affirm that I (we) have read and fully understand the terms and conditions set forth in the above "Total Cost Bid" and will adhere to said terms and conditions.


11-18-14
Yellowhouse Machinery Co.


KENNETH EGGETT
CLAY COUNTY JUDGE

Kenneth Liggett, County Judge
CLAY COUNTY, TEXAS

Clay County Courthouse Annex
214 North Main Street
Henrietta, Texas 76365

Office: 940 538-4651

Fax: 940 538-5597

FACSIMILE COVER SHEET

DATE: November 18, 2014

TO: Yellowhouse Machinery Co.- Geoff Drysdale

FAX NUMBER: 940-322-3037

FROM: Kenneth Liggett

NUMBER OF PAGES INCLUDING COVER SHEET: 4

COMMENTS



REMIT TO:

YELLOWHOUSE MACHINERY CO.

P.O. Box 31388
Amarillo, Texas 79120

(806) 335-1681
(806) 335-3932 Fax

Amarillo
(806) 335-1681
Lubbock
(806) 763-0473

Abilene
(915) 677-2291
Odessa
(915) 580-3337

San Angelo
(325) 651-3337



JOHN DEERE

INVOICE

CLAY COUNTY PRECT #3
ATTN : JUDGE LIGGETT
214 NORHT MAIN STREET
HENRIETTA TEXAS 76365

Purchase Order No. 32360/32358
Invoice No. 664997/664926
Date _____
Terms LEASE FNB
Via GD

ITEM NO.	QUANTITY	DESCRIPTION	PRICE	AMOUNT
32358	2	2015 672G,CAB,XMRADIO,RIPPER,SCARIFIER,P USHBLOCK,CAMERA	238,000.00	\$ 476,000.00
32360		SERIAL # 1DW672GXTEF664926		
		SERIAL # 1DW672GXAEF664997		
	2	TRADE IN		
		2011 672G,CAB,14FT,RIPPER,PUSHBLOCK,	-199,000.00	-398,000.00
		SER# - 1DW672GXCCE646170 / 1DW672GXCCE643602		
		<i>Kenneth Liggett</i>		
		Subtotal		\$ 78,000.00
		Texas Sales Tax	0.00%	\$ -

TOTAL \$ 78,000.00

Shipment Promised

FOB WICHITA FALLS, TX

BY: GEOFF DRYSDALE



JOHN DEERE

53623649

Customer Purchase Order for John Deere Construction and Forestry Products

CUSTOMER'S NAME & ADDRESS (First Signer)
NAME (First, Middle, Initial, Last)
CLAY COUNTY PRECT #3
Kenneth Liggett
214 NORTH MAIN STREET
HENRIETTA TX 76365
CLAY
Purchaser Acct.
PHONE NUMBER (940) 538-4651
E-mail ADDRESS

Date of Order 11/17/2014
Company Unit U.S.A.
Dealer Order No.
Dealer Account No. 17-0148
CASH LEASE TIME SALE SALE
Soc. SEC. IRS No. EIN No.
Cust. Sales Tax Exempt No.
SELLER'S NAME & ADDRESS
YELLOWHOUSE MACHINERY CO
2800 CENTRAL FREEWAY EAST
WICHITA FALLS, TEXAS 76301
CUSTOMER IS: Add Customer Name To Mail List (Check One or More)
Business Individual Construction Utility Forestry Government
PURCHASER TYPE 4 County
MARKET USE CD. 49 Highways & Sts. Const.

EXTENDED COVERAGE IS:
Accepted Rejected
LOCATION OF FIRST WORKING USE >
COUNTY CLAY
CITY HENRIETTA
STATE TX
COUNTY CODE

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

Table with columns: QTY., NEW DEMONSTRATED, EQUIPMENT (Give Model, Size & Description), (Hours of Use), PRODUCT IDENTIFICATION NO., DELIVERED CASH PRICE. Includes items like 2015 672G, FT4, 14FT, CAB, XMRADIO, 14.0 TIRES, R/S and REAR CAMERAS.

IMPORTANT WARRANTY NOTICE: The written new equipment warranty for John Deere Construction & Forestry (John Deere) products, "Standard Warranty", is printed on the following pages of this Purchase Order and is a part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Purchase Order.

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

Table with columns: QTY., DESCRIPTION OF TRADE-IN, PRODUCTION IDENTIFICATION NO., AMOUNT. Includes items like 2011 672G, CAB, 14FT, RIPPER, PUSHBLOCK, 14.00 TIRES.

ACKNOWLEDGMENTS: I (We) promise to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Equipment ordered herein.

Summary table with columns: Description, Amount. Includes rows for 2. TOTAL TRADE-IN ALLOWANCE, 3. BALANCE, 4. SALES TAX, 5. SUB-TOTAL, 6. RENTAL APPLIED, 7. CASH WITH ORDER, 8. BALANCE DUE.

I (We) understand that my (our) rights in connection with this purchase are limited as set forth on all (2) pages of this Purchase Order.

I HAVE RECEIVED BOTH (2) PAGES OF THIS PURCHASE ORDER FORM. Customer's Initials: KEL Date:
Customer's Signature: Kenneth Liggett
Accepted By: [Signature]
Date Accepted: 11-18-14
Salesperson: Gabe Dystal

DELIVERY ACKNOWLEDGEMENT > DELIVERED WITH OPERATOR'S MANUAL ON: SIGNATURE: (CUSTOMER) Kenneth Liggett



JOHN DEERE

***STANDARD COVERAGE* FOR NEW CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS**

This Purchase Order applies to machines with:

- 6 Months STANDARD Warranty Full Machine Coverage (Products 100 HP and Above).
- 12 Months STANDARD Warranty Full Machine Coverage (Products under 100 HP).
- 12 Months or 2,000 Hours (which ever occurs first) STANDARD Warranty Full Machine Coverage (Forwarders, DHSP Forestry Excavators, Harvesters, Log Loaders, Skidders, Tracked and Wheeled Feller Bunchers, first rented or sold on or after 15 September 2002).
- 24 months or 2000 hours (which ever occurs first) STANDARD warranty Full Machine Coverage for Scraper Tractors

The "Standard Coverage" is part of the Standard Warranty protection package available from John Deere Construction & Forestry Company ("John Deere") to purchasers of new John Deere products:

- STANDARD Coverage is John Deere's standard new equipment warranty, which provides the coverage described on this page at no additional charge to the purchaser.
- EXTENDED Coverage is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard warranty coverage with additional, purchased coverage. Complete Extended Coverage details, including coverage options and limitations, are set forth in the Application for Extended Warranty Repair Coverage, which is available from authorized John Deere dealers.
- STANDARD StructurALL Warranty coverage applies to certain structural components as listed below and as described on this page.

A. STANDARD COVERAGE - GENERAL PROVISIONS

Under the below-described "Standard Coverage", John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser, are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Coverage applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence, is extended only to the original retail purchaser of the product. Remaining Standard Coverage applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests warranty transfer from an authorized John Deere dealer before the product's Standard Coverage expires. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the customer at the time of purchase.

B. WHAT IS COVERED BY STANDARD COVERAGE

Standard Warranty Full Machine: All parts of a new John Deere product (except those noted in Sections D and E below) are covered by Standard Warranty for the applicable Full machine coverage period set out above. Coverage begins on the date of delivery of the product to the original retail purchaser.

C. EXCLUSIVE REMEDY

The repair or replacement of covered parts that are defective, as provided in Section A above, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY

1. Standard Coverage does not apply to batteries, radios, tires, or to Cummins Engines installed in John Deere products, which are covered by separate written warranties.
2. StructurALL Warranty coverage for new John Deere Products (compact excavators & loaders and skid-steer loaders are not eligible for StructurALL Warranty Coverage) begins at the end of the Equipment's "Standard Warranty" coverage and any applicable "Extended Repair Coverage" purchased for the Equipment and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the Equipment's original retail purchase or first rental prior to the first retail purchase. This warranty applies only to the following structural components listed below as installed on the equipment at the time of original manufacture. If a particular component is not listed below it is not covered by John Deere StructurALL Warranty.

Arm, Articulation Joint (including pins and bushings), Bin Frame, Boom, C-Frame*, X-Frame, Circle Frame, Draft Frame, Engine Frame, Equipment Frame, Grapple Arch, Grapple Boom, Loader Arm, Loader Frame, Mainframe, Moldboard Lift Arms, Turntable, Swing Frame, Z-bar, Specialty booms and arms marketed as "heavy-duty" by Deere. This StructurALL Warranty does not apply to equipment used primarily in extreme duty or severe duty applications such as: (demolition, chemical plant, steel mill, and land fill applications, and other applications that are similarly destructive or involve similarly heavy duty) except specialty booms and arms as stated in Section D.2. above. *StructurALL warranty does not apply to C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Premiums charged for overtime labor requested by the purchaser.
2. Transporting the product to and from the place where service is performed, or service calls made by the repairing dealer (except as otherwise provided in Section H below).
3. Used products (except as otherwise provided in Section A above).
4. Depreciation or damage caused by normal wear, damage caused by the application in which the machine is working, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, the elements, or collision or other accident.
5. Normal maintenance and replacement of maintenance and wear items, such as filters, oil, hydraulic fluid, lubricants, coolants and conditioners, undercarriage, blades and cutting edge parts, lubricated joints included pins and bushings (except in articulation joints), belts, dry brakes and dry clutch linings, hoses, rubber tracks, skidder grapple shocks, and bulbs. Note: Reimbursement for refills of oils/coolants lost due to warrantable failure are covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval).
6. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
7. For warranty repairs made in the field, any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

F. UNAPPROVED SERVICE OR MODIFICATION

John Deere is relieved of its obligations under Standard Coverage if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere.
3. Any unapproved or improperly sized attachment is installed on the product.

G. PARTS REPLACED UNDER STANDARD COVERAGE

Only new or remanufactured parts or components, furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard coverage, whichever is later.

H. OBTAINING STANDARD COVERAGE SERVICE

To obtain Standard Coverage service, the purchaser must request Standard Coverage service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Coverage repairs can be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

I. NO IMPLIED WARRANTY OR OTHER REPRESENTATION

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises, express or implied, as to the quality, performances, or freedom from defect of its products, other than those set forth on this page, and NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

J. NO DEALER WARRANTY

The selling dealer makes no warranty of his own on any item covered by this warranty, and makes no warranty on other items unless he delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.