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FILED FOR RECORD
at 11:15 o'clock 2 M

FEE SCHEDULE
Effective Date January 1, 2016
Hunt County Clerk
Jennifer Lindenzweig
P.O. Box 1316 Greenville, TX 75403
(903) 408-4130

DEC 08 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

Property records can be searched online by going to www.huntcounty.net and using the link provided or using <https://vanguard.kofile.net>
LGC: Local Government Code PC: Property Code TxBCC: Texas Business & Commerce Code Tx AgC: Texas Agriculture Code TAC: Texas Administrative Code HSC: Health & Safety Code GC: Texas Government Code FC: Texas Family Code

Real Property Recording/ Utility Security Instrument/Name Change or Merger	County Code	Statute	Amount
Recording Fee (first page)	RECRD	LGC §118.011	\$ 5.00
Records Management	CCRMF	LGC §118.011(b)(2)	\$ 10.00
Records Archive	CCRAF	LGC §118.011(f)	\$ 10.00
Courthouse Security	CHS	LGC §291.008(d)	\$ 1.00
TOTAL (first page)			\$ 26.00
Each additional page or part on which there are visible marks of any kind	RECD2	LGC §118.011(a)(1)	\$ 4.00
Each additional name to be indexed in excess of five (5)	CC	LGC §118.011(a)(2)	\$.25

The County Clerk's office requests a minimum of 1" at the top of the first page and 4" at the bottom of the last page for recording purposes. For filing requirements and additional fees that may be charged, please review the following statutes: Texas Property Code 11.003, 12.001(b), 12.011; Local Government Code 191.007

Federal Tax Lien/Release of Lien			
Recording Fee	RECRD	PC § 14.005	\$ 10.00
Record Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Record Archive	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security	CHS	LGC § 291.008(d)	\$ 1.00
TOTAL			\$ 31.00

State Tax Lien/Release of Lien			
Recording Fee	RECRD	LGC §118.011	\$ 5.00
Records Management	CCRMF	LGC §118.011(b)(2)	\$ 10.00
Courthouse Security	CHS	LGC §291.008(d)	\$ 1.00
TOTAL (first page)			\$ 16.00

PLATS/MAPS (MUST BE APPROVED THROUGH COMMISSIONER'S COURT)			
Recording Fee	RECRD	LGC § 118.011(c)	\$ 45.00
Record Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Record Archive	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security	CHS	LGC § 291.008(d)	\$ 1.00
TOTAL			\$ 66.00
Plat with extra pages	RECD2	fee per extra page	\$ 5.00

PLAT COPIES			
Certified Copies	CCOPY	(one page)	\$ 10.00
		Each additional page	\$ 2.00
Uncertified Copies (plain copies)	UCOPY	(one page)	\$ 5.00
		Each additional page	\$ 2.00

UCC			
Recording Fee	RECRD	TX BCC § 9.525	\$ 15.00 for Two pages or less; \$ 30.00 for Three pages or more
Record Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Record Archive	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security	CHS	LGC § 291.008(d)	\$ 1.00
TOTAL			\$ 36.00 Or \$ 51.00

UCC-1 and UCC-3 are accepted for filing in the Real Property Records if the collateral is timber, mineral, oil, gas
Which filing office is the correct place to file? A or B
 A. County Clerk for the filing or recording of a mortgage on the related real property if:
 1. the collateral is as-extracted collateral or timber to be cut; or
 2. the financing statement is filed as a fixture filing and the collateral is goods that are or are to become fixtures; or
 B. The Texas Secretary of State in all other cases.

ASSUMED NAME CERTIFICATE (includes indexing of 2 names: Business name & 1 Owner Name)			
Applications available on the County Clerk's tab of the County website: www.huntcounty.net			
Recording Fee	CC	TxBCC § 71.155(a)(1)(2)	\$ 3.00
Record Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Record Archive	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security	CHS	LGC § 291.008(d)	\$ 1.00
		TOTAL	\$ 24.00
<i>Each Additional Name indexed</i>	CC	TxBCC § 71.115(a)(2)	\$.50
Assumed Name Abandonment (includes indexing of 2 names: Business name & 1 Owner Name)			
Applications available on the County Clerk's tab of the County website: www.huntcounty.net			
Recording Fee	CC	TxBCC § 71.155	\$ 3.00
Record Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Record Archive	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security	CHS	LGC § 291.008(d)	\$ 1.00
		TOTAL	\$ 24.00
EACH ADDITIONAL NAME INDEXED	CC		\$.50
Assumed Name Searches	You can search Assumed Name Certificates online at https://vanguard.kofile.net		
Assumed Name Copies			
Certified Copies	CCOPY		\$ 6.00
Uncertified Copies (plain copy)	UCOPY		\$ 1.00
POSTING PUBLIC NOTICES: Including Trustee/Foreclosure Sales/Meeting Notices			
Recording Fee	CC	PC § 51.002(f); LGC § 118.011(c)	\$ 2.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 1.00
		TOTAL	\$ 3.00
Recording of Trustee/Foreclosure Sale Notices in the Property Records will be charged regular recording fees of \$26.00 for the 1st page and \$4.00 each additional page			
Trustee and Foreclosure Sales are conducted the first Tuesday of every month and will be located at the common area at the base of the Central stairway on the 2 nd floor inside the Courthouse, or the base of the North steps outside of the Courthouse; in the event the Courthouse is closed on the first Tuesday of the month.			
(**Passed by Commissioner's Court 1-8-2013, #12,598; Document #2013-911 recorded in Property Records.)			
NOTICE OF FORECLOSURE/TRUSTEE SALES MAY BE VIEWED on the County Clerk's tab at www.huntcounty.net			
CATTLE BRAND APPLICATION/RELEASE OF OWNERSHIP			
Applications available on the County Clerk's tab of the County website: www.huntcounty.net			
Recording Fee (one brand/one location)	CC	LGC § 118.020(a)(9) TxAgC § 144.110	\$ 5.00
Record Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Record Archive	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security	CHS	LGC § 291.008(d)	\$ 1.00
		TOTAL	\$ 26.00
<i>Each Additional Brand Location</i>	CC	Recorded at the same time only	\$ 5.00
Cattle Brand Searches	You can search Hunt County Cattle Brands online at https://vanguard.kofile.net		
TRASH HAULER PERMIT Application Form available on the County Clerk's tab at: www.huntcounty.net			
Must present application, payment, map indicating route, proof of insurance			\$ 25.00
JUNKYARD PERMIT			
Filing fee		Transportation Code § 396.041(c)(1)(A)	\$ 25.00
Must be approved through Commissioner's Court			
ALCOHOL PERMIT			
Clerk's certification fee	Only after the City has signed off	LGC § 118.011(a)(3)	\$ 5.00
Protest Hearing fee	Must be paid by applicant prior to the Hearing Date/Time	TABC 61.31(c)	\$ 25.00
MILITARY DISCHARGE (DD214)			
FILING		LGC § 192.002(b)	No Charge
CERTIFIED COPY		TGC § 603.003(a)	No Charge
Thank you for your service!			
The Hunt County Clerk's Office now offers online Birth index (older than 75 years), Death index (older than 25 years) and Marriage License index; https://vanguard.kofile.net			

BIRTH/DEATH/VERIFICATION: Hunt County Only			
Search Fee	CC	LGC § 18.015(a), TAC § 181.22(g)	\$ 10.00
Texas Online Fee	CC	TAC § 181.22(s)	\$ 10.00
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
TOTAL			\$ 21.00
BIRTH CERTIFICATES: If Born outside Hunt County - available on short form only. Only Texas Birth Certificates available			
Applications available on the County Clerk's tab of the County website: www.huntcounty.net			
Search/Certificate/County Clerk Fee	CC	LGC 118.015(a), TAC § 181.22, HSC 191.0045	\$ 20.20
Vital Statistics Fee	BC/ST	HSC § 191.0045	\$ 1.80
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
TOTAL			\$ 23.00
DEATH CERTIFICATES: Hunt County only		Hunt County Only	
Applications available on the County Clerk's tab of the County website: www.huntcounty.net			
Search/Certificate/County Clerk Fee	CC	LGC 118.015(a), TAC § 181.22(b)(s), HSC 191.0045	\$ 20.00
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
TOTAL			\$ 21.00
Each Additional Copy		Ordered at the same time	
County Clerk Fee	CC	HSC § 191.0045	\$ 3.00
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
TOTAL			\$ 4.00
DECLARATION & REGISTRATION OF INFORMAL MARRIAGE LICENSE			
License Fee	ML/CC 12.50 ML/ST 12.50	LGC § 118.011(a)(8)	\$ 25.00
Records Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Records Archive Fee	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 1.00
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
<i>No waiting period. Proxy and/or Absent Applicant not accepted.</i>			TOTAL
\$ 47.00			
For information regarding a marriage by proxy, absent applicant, marriage to an incarcerated person, marriage of deployed soldier, soldier deploying to hostile zone or marriage of a person less than 18 years of age, please contact the County Clerk's Office for regulations and requirements.			
TX Family Code 2.204: The 72 hour waiting period from the date/time the license is issued may only be waived by Court Order issued by a Judge of a court with jurisdiction in family law cases, a Justice of the Supreme Court, Judge of the Court of Criminal Appeals, County Judge, or Judge of a Court of Appeals unless an applicant is a member of the Armed Forces of the United States and is Active Duty or by providing a Certificate of Completion of the Texas Premarital Education Course			
MARRIAGE LICENSE without Texas Premarital Education Certificate			
License Fee	ML/CC 30.00 ML/ST 20.00 ML/FTF 10.00	LGC § 118.011(a)(7)	\$ 60.00
Records Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Records Archive Fee	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 1.00
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
72 hour waiting period from date/time of application before the license can be used.			TOTAL
\$ 82.00			
MARRIAGE LICENSE with Texas Premarital Education Certificate			
License Fee	ML/CC 30.00 ML/ST 20.00 ML/FTF 10.00	LGC § 118.011(a)(7)	\$ waived
Records Management	CCRMF	LGC § 118.011(b)(2)	\$ 10.00
Records Archive Fee	CCRAF	LGC § 118.011(f)	\$ 10.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 1.00
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
72 hour waiting period is waived.			TOTAL
\$ 22.00			
CERTIFIED COPY of MARRIAGE LICENSE: Hunt County Records Only			
Search Fee	CC	TAC § 181.22(h)	\$ 10.00
Texas Online Fee	CC	TAC § 181.22(s)	\$ 10.00
Vital Statistics Preservation Fee	BDMCC	HSC § 191.0045	\$ 1.00
TOTAL			\$ 21.00
Affidavit for Correction to a Marriage License	FC 2.209(e)	Must be signed by both parties and notarized	No Fee
The Correction Affidavit may be found on the County Clerk's tab of the County Website at www.huntcounty.net			

Copy/Certificate of Fact: this does not include copies of vital records			
Plain	UCOPY	LGC § 118.011(a)(3)	\$1.00 per page
Certified	CCOPY	LGC § 118.011(a)(4)	\$5.00 + \$1.00 per page
Authenticated copies (Clerk certifies twice)	CCOPY	LGC§ 118.011(a)(3), 118.011(a)(4)	\$10.00 + \$1.00 per page
Certificate of Fact: Criminal/Civil/Probate	CCOPY	LGC § 118.011(a)(4)	\$5.00

Notice: Effective July 1, 2015 Per the Texas Supreme Court mandate miscellaneous order MD 12-9208, all documents that are part of civil matters must be e-filed. This mandate does not apply to individuals who are not represented by attorneys.

Exceptions to e-filing:

Wills are not required to be filed electronically. If a will is filed electronically, the original must be presented to the Clerk's Office within 3 business days after the application is filed.

The following documents **must not** be filed electronically: Documents filed under seal or presented to the court in camera; and documents to which access is otherwise restricted by law or court order.

Original filing of Probate of Will, Guardianship, Muniment of Title

Probate Fee Original Action	PROB	LGC § 118.052(2)(A)(i)	\$ 40.00	
Records Management	RMF	LGC § 118.052(3)(G)	\$ 5.00	
Court Record Preservation Fee	CTRPF	GC § 51.708	\$ 10.00	
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 5.00	
Law Library	LAWLB	LGC § 323.023(a)	\$ 35.00	
Judicial Fee	PCJF	GC § 51.703(a)	\$ 40.00	
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00	
Court Reporter Fee	PROB	GC § 51.601(a)	\$ 15.00	
Service Fee	CONST	LGC § 181.131	\$ 60.00	
Judicial Education Fund	JEF	LGC § 118.064(a),(b)(1)	\$ 5.00	
Support for Judiciary	JSFPC	LGC § 133.154(a)	\$ 42.00	
Appellate Judicial System Fee	APPJS	GC § 22.2061	\$ 5.00	
Supplemental Court Initiated Guardianship	PGF	LGC § 118.052(2)(E)	\$ 20.00	
County Judge	Judge	LGC § 118.101	\$ 2.00	
State Electronic Fee Fund (HB 1139)	SEFCV	GC §51.851(b)	\$ 30.00	
County Electronic File Fee	CCSEF	GC §72.031(c)	\$ 2.00	
Issuing Document	PROB	LGC §118.052(3)(A)	\$ 4.00	
Fee includes one posted or published citation			TOTAL	\$ 330.00
Charge for each additional issuance of Citation	PROB	LGC §118.052(3)(A)	\$ 4.00	
Personal service on each citation in Hunt County	CONST	LGC §118.131	\$ 60.00	
Letters of Testamentary, Guardianship, Administration or Abstract of Judgment (each) This <i>does not include</i> the cost of Order, if necessary to attach		LGC § 118.052(3)(D)	\$ 2.00	

Wills for Safekeeping

Filing Fee	CC	LGC § 118.052(3)(E)	\$ 5.00	
Record Management	RMF	LGC § 118.052(3)(G)	\$ 5.00	
Courthouse Security	CHS	LGC § 291.008(d)	\$ 1.00	
			TOTAL	\$ 11.00

Open Safety Deposit Box

Clerk	CC	LGC § 118.052(1)(A)(ii)	\$ 40.00	
Law Library	LAWLB	LGC § 323.023(a)	\$ 35.00	
Record Management	RMF	LGC § 118.052(3)(G)	\$ 5.00	
Judge	Judge	LGC § 118.101	\$ 2.00	
State Electronic Fee Fund (HB 1139)	SEFCV	GC § 51.851(b)	\$ 30.00	
County Electronic File Fee	CCSEF	GC §72.031(c)	\$ 2.00	
			TOTAL	\$ 114.00

Adverse Action (Cross Action, Intrusion, Pleas of Privilege or Motion for New Trial)

Adverse Probate Action	PROB	LGC § 118.052(2)(A)(i)	\$ 40.00
Records Management	RMF	LGC § 118.052(3)(G)	\$ 5.00
Courthouse Security Fee	CHS	LGC § 291.008(a)	\$ 5.00
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00
Court Record Preservation Fee	CTRPF	GC § 51.708	\$ 10.00

Supplemental Court Initiated Guardianship	PGF	LGC § 118.052(2)(E)	\$ 20.00
Appellate Judicial System Fee	APPJS	GC § 22.2061	\$ 5.00
State Electronic Fee Fund (HB 1139)	SEFCV	GC § 51.851(b)	\$ 30.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
Fee does not include service.		TOTAL	\$ 127.00
Charge for each issuance of Citation)	PROB	LGC § 118.052(3)(A)	\$ 4.00
Personal service on each citation in Hunt County	CONST	LGC § 118.131	\$ 60.00
If Judge's signature required	JUDGE	LGC § 118.101(11)	\$ 2.00
Inventory and Appraisement-On Time			
Filed before the 90 th day after the date of qualification or prior to expiration of court ordered extension			
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
Inventory, Appraisement and list of Claims (after 90th day after Qualification Date)			
Filing Fee	PROB	LGC § 118.052(2)(B)(i)	\$ 25.00
Judge's Fee	JUDGE	LGC § 118.101(11)	\$ 2.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
		TOTAL	\$ 29.00
Annual/Final Account of Probate/Guardianship of an Estate (must be notarized), Application for Sale of Real or Personal Property (after Order Approving Inventory and Appraisement or after 120th day after initial filing of the action, whichever occurs first)			
Filing Fee	PROB	LGC § 118.052(2)(B)(iv)	\$ 25.00
Judge's Fee	JUDGE	LGC § 118.101(11)	\$ 2.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
		TOTAL	\$ 29.00
Annual/Final Report of Guardianship of a Person (must be notarized) (after Order Approving Inventory and Appraisement or after 120th day after initial filing of the action, whichever occurs first)			
Filing Fee	PROB	LGC § 118.052(2)(B)(vi)	\$ 10.00
Judge's Fee	JUDGE	LGC § 118.101(11)	\$ 2.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
		TOTAL	\$ 14.00
Miscellaneous Filings (after Order Approving Inventory and Appraisement or after 120th day after initial filing of the action, whichever occurs first)			
Filing Fee	PROB	LGC § 118.052(2)(B)(vii)	\$ 25.00
Judge's Fee	JUDGE	LGC § 118.101(11)	\$ 2.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
		TOTAL	\$ 29.00
Claim (paid by the Claimant at time of filing)			
Filing Fee (HB 2182)	PROB	LGC § 118.052(2)(D)	\$ 10.00
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00
State Electronic Fee Fund (HB 1139)	SEFCV	GC § 51.851(b)	\$ 30.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
		TOTAL	\$ 52.00
Foreign Wills/ Temporary Guardianship/ Application to sell minor's interest/ Heirship Determination in no Existing Probate			
Probate Fee Original Action	PROB	LGC § 118.052(2)(A)(i)	\$ 40.00
Records Management	RMF	LGC § 118.052(3)(G)	\$ 5.00
Court Record Preservation Fee	CTRPF	GC § 51.708	\$ 10.00
Court Reporter Fee	PROB	GC § 51.601(a)	\$ 15.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 5.00
Law Library	LAWLB	LGC § 323.023(a)	\$ 35.00
Judicial Fee	PCJF	GC § 51.703(a)	\$ 40.00
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00
Judicial Education Fund	JEF	LGC § 118.064(a),(b)(1)	\$ 5.00
Support for Judiciary	JSFPC	LGC § 133.154(a)	\$ 42.00
Appellate Judicial System Fee	APPJS	GC § 22.2061	\$ 5.00
Supplemental Court Initiated Guardianship	PGF	LGC § 118.052(2)(E)	\$ 20.00
State Electronic Fee Fund (HB 1139)	SEFCV	GC § 51.851(b)	\$ 30.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
Fee does not include service.		TOTAL	\$ 264.00
Charge for each issuance of Citation	PROB	LGC § 118.052(3)(A)	\$ 4.00
Personal service on each citation in Hunt County	CONST	LGC § 118.131	\$ 60.00
If Judge's signature required	JUDGE	LGC § 118.101(11)	\$ 2.00

Filing Affidavit in Small Estate Records after Approval by Judge			
Probate Fee Original Action	PROB	LGC § 118.052(2)(A)(iii)	\$ 40.00
Records Management	RMF	LGC § 118.052(3)(G)	\$ 5.00
Court Record Preservation Fee	CTRPF	GC § 51.708	\$ 10.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 5.00
Law Library	LAWLB	LGC § 323.023(a)	\$ 35.00
Judicial Fee	PCJF	GC § 51.703(a)	\$ 40.00
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00
Court Reporter Fee	PROB	GC § 51.601(a)	\$ 15.00
Judicial Education Fund	JEF	LGC § 118.064(a),(b)(1)	\$ 5.00
Support for Judiciary	JSFPC	LGC § 133.154(a)	\$ 42.00
Appellate Judicial System Fee	APPJS	GC § 22.2061	\$ 5.00
Supplemental Court Initiated Guardianship	PGF	LGC § 118.052(2)(E)	\$ 20.00
County Judge	JUDGE	LGC § 118.101	\$ 2.00
State Electronic Fee Fund (HB 1139)	SEFCV	GC § 51.851(b)	\$ 30.00
County Electronic File Fee	CCSEF	GC § 72.031(c)	\$ 2.00
TOTAL			\$ 266.00
Charge for each issuance of Citation	PROB	LGC § 118.052(3)(A)	\$ 4.00
Personal service on each citation in Hunt County	CONST	LGC § 118.131	\$ 60.00
Private Professional Guardian Application			
Application Fee	PROB	Estates Code § 1104.303(b)(2)	\$ 40.00
Proposed Guardian-Criminal History Record Information (CHRI)		Estates Code 1104.402, 1104.403	\$ 10.00
Private professional guardians, employees or volunteers for private professional guardian; Proposed Guardian, Proposed Temporary Guardian, Proposed successor Guardian- <i>other than an attorney.</i>		The fee is \$10.00 for the clerk to run the CHRI. (GC 411.1386(h))	
This does not apply to those holding a certificate issued under 111.042 GC or a provisional certificate issued under 111.0421 GC if the Certification Board conducted a criminal history before issuing or renewing the certificate.		Not later than the 10th day before the date of the hearing to appoint, the proposed guardian may submit to the clerk a copy of the criminal history record information that was obtained not earlier than the 30th day before the date of the hearing from DPS or FBI (TX Estates Code 1104.403)	
Mental Illness Filings			
Probate Fee Original Action	MENJV	LGC § 118.052(2)(A)(v)	\$ 40.00
Records Management	RMF	LGC § 118.052(3)(G)	\$ 5.00
Court Record Preservation Fee	CTRPF	GC § 51.708	\$ 10.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 5.00
Law Library	LAWLB	LGC § 323.023(a)	\$ 35.00
Judicial Fee	PCJF	GC § 51.703(a)	\$ 40.00
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00
Court Reporter Fee	MENJV	GC § 51.601(a)	\$ 15.00
Judicial Education Fund	JEF	LGC § 118.064(a),(b)(1)	\$ 5.00
Support for Judiciary	JSFPC	LGC § 133.154(a)	\$ 42.00
Supplemental Court Initiated Guardianship	PGF	LGC § 118.052(2)(E)	\$ 20.00
Sheriff's Fee	PROB	LGC § 181.131	\$ 60.00
County Judge	JUDGE	LGC § 118.101	\$ 2.00
Appellate Judicial System Fee	APPJS	GC § 22.2061	\$ 5.00
County Attorney Fee	CA	HSC § 574.031	\$ 50.00
Court Appointed Attorney Fees	ATTRY	HSC § 574.031	\$ 200.00
State Electronic Fee Fund (HB 1139)	SEFCV	GC § 51.851(b)	\$ 30.00
TOTAL			\$ 574.00
Civil Court/Occupational License/Hardship License/Foreign Judgments/Bond Forfeitures			
Civil Fee Original Action	CIVIL	LGC § 118.052(1)(A)(ii)	\$ 40.00
Records Management	RMF	LGC § 118.052(3)(G)	\$ 5.00
Court Record Preservation Fee	CTRPF	GC § 51.708	\$ 10.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 5.00
Law Library	LAWLB	LGC § 323.023(a)	\$ 35.00
Judicial Fee	PCJF	GC § 51.703(a)	\$ 40.00
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00
Court Reporter Fee	CIVIL	GC § 51.601(a)	\$ 15.00
Appellate Judicial System Fee	APPJS	GC § 22.2061	\$ 5.00

Support for Judiciary	JSPFC	LGC § 133.154(a)	\$ 42.00
County Judge	JUDGE	LGC § 118.101	\$ 2.00
State Electronic Fee Fund (HB 1139)	SEFCV	GC §51.851(b)	\$ 30.00
County Electronic File Fee	CCSEF	GC §72.031(c)	\$ 2.00
Fee does not include service.			TOTAL \$ 241.00
Charge for each issuance of Citation	CIVIL	LGC §118.052(3)(A)	\$ 4.00
Personal service on each citation in Hunt County	CONST	LGC §118.131	\$ 60.00
Cross Actions, Interventions, Pleas of Privilege or Motion for New Trial			
Filing of action other than original	CIVIL	LGC § 118.052(1)(B)	\$ 30.00
Records Management	RMF	LGC § 118.052(3)(G)	\$ 5.00
Court Record Preservation Fee	CTRPF	GC § 51.708	\$ 10.00
Courthouse Security Fee	CHS	LGC § 291.008(d)	\$ 5.00
Basic Civil Legal Services for Indigents	SIF	LGC § 133.153(a)(1)	\$ 10.00
State Electronic Fee Fund (HB 1139)	SEFCV	GC §51.851(b)	\$ 30.00
County Electronic File Fee	CCSEF	GC §72.031(c)	\$ 2.00
Fee does not include any service.			TOTAL \$ 92.00
Charge for each issuance of Citation	CIVIL	LGC §118.052(3)(A)	\$ 4.00
Personal service on each citation in Hunt County	CONST	LGC §118.131	\$ 60.00
If Judge's signature required	JUDGE	LGC § 118.101(11)	\$ 2.00
Nondisclosure Petition as a Civil Filing			
Filed only as a new civil filing			\$ 241.00
Nondisclosure Fee	NDF	GC § 411.081(d)	\$ 28.00
			TOTAL \$ 269.00
Nondisclosure w/o Petition within a Criminal Case (SB 1902, 84 th Legislation) GC§ 411..074			
Nondisclosure Fee	NDF	GC § 411.081(d)	\$ 28.00
Application for Turnover Order & Injunctive Relief			
		LGC §118.052(1)(B)	\$ 30.00
If Judge's signature required	JUDGE	LGC § 118.101	\$ 2.00
Writ of Garnishment... This fee is the same as a New Civil filing fee of \$241.00 plus a \$15.00 for preparing the Writ			
		LGC § 118.052(1)(A)(i)	\$ 256.00
No Writ of Garnishment shall be issued before final Judgment until the party applying has filed with the Clerk an order signed by the Court after a hearing. The Court shall further find in its order the amount of bond required payable to the Defendant in the amount fixed by the Court Order.			
Jury Fee (HB 2182)	JURY	216 TEXAS RULES OF COURT & 51.604 GC	\$ 40.00
SERVICE BY CERTIFIED MAIL	Mail Service of Process same as Sheriff	LGC §118.052(3)(F)	\$ 60.00
ABSTRACT OF JUDGMENT IN ORGINAL ACTION		CC	LGC §118.052(1)(C)(i) \$ 5.00
SERVICE DOCUMENTS: Citation; Notice; Commission to take Deposition; Show Cause; Subpoena; Precept to Serve; Temporary Restraining Order; Process; or other instrument or paper authorized or required to be issued by the Clerk	Issuing before judgment	CC	LGC §118.052(3)(A) \$ 4.00
	Issuing after judgment	CC	LGC §118.052(1)(C) \$ 5.00
Registry Funds in interest bearing accounts Deposit/Withdrawal with Court Order Only	Clerk receives 10% of the interest earned		LGC 117.054(b)(1)
Registry Funds not earning interest Deposit/Withdrawal with Court Order Only	Clerk receives 5% not to exceed \$50.00		LGC 117.055(a)
(Cash) Bonds filed in relation to a criminal offense (HB 2182) Refunded with Court Order Only upon Presentation of Valid ID	Clerk retains 5% not to exceed \$50.00		CCP 17.02 LGC 117.055(a)
			Local Government Code § 118.011(b)(1) \$ 30.00
Hunt County Clerk's Judicial Records: Misdemeanor, Civil & Probate may be searched online www.iDocket.com			


#13,935

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, September 2015

FILED FOR RECORD
at 11:15 o'clock 2 M

DEC 08 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$17,674,185.52**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.


This report will be filed with accompanying reports this 8 day of December, 2015.

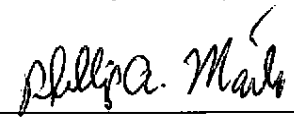

Delores Shelton, Hunt County Treasurer

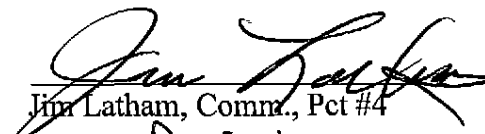
Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

absent
John L. Horn, Hunt County Judge


Eric Evans, Comm., Pct #1


Tod McMahan, Comm., Pct #2


Phillip Martin, Comm., Pct #3


Jim Latham, Comm., Pct #4
Presiding

**Hunt County Treasurer
Monthly Report
September 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	9,132,321.43	1,795,922.30	-2,831,854.45	0.00	8,096,389.28
10-Reserve Investment	2,534,260.02	267.23	-500,015.00	0.00	2,034,512.25
10-TexPool Investment	100,155.11	7.04	0.00	0.00	100,162.15
10-TexStar Investment	217,046.16	17.71	0.00	0.00	217,063.87
10-InWood Nat'l Bank CD	556,602.60	449.09	0.00	0.00	557,051.69
10-TexPool Investment,Jail	3,146,568.52	219.89	0.00	0.00	3,146,788.41
10-General Fund Totals:	15,686,953.84	1,796,883.26	-3,331,869.45	0.00	14,151,967.65
20-Law Library	10,242.21	5,026.00	-8,269.22		6,998.99
21-R&B #1	17,583.15	40,233.71	-291,591.08	250,000.00	16,225.78
21-R&B #1, TexPool Invest	675,395.61	33.93	0.00	-250,000.00	425,429.54
21-R&B #1 Fund Totals:	692,978.76	40,267.64	-291,591.08	0.00	441,655.32
22-R&B #2	15,105.55	38,972.66	-211,137.80	100,000.00	-57,059.59
22-R&B #2, TexPool Invest	829,483.01	53.99	0.00	-100,000.00	729,537.00
22-R&B #2 Fund Totals:	844,588.56	39,026.65	-211,137.80	0.00	672,477.41
23-R&B #3	16,728.62	38,877.99	-344,873.03	160,000.00	-129,266.42
23-R&B #3, TexPool Invest	498,566.33	28.50	0.00	-160,000.00	338,594.83
23-R&B #3 Fund Totals:	515,294.95	38,906.49	-344,873.03	0.00	209,328.41
24-R&B #4	15,196.20	39,875.30	-196,998.01	130,000.00	-11,926.51
24-R&B #4, TexPool Invest	491,773.56	28.88	0.00	-130,000.00	361,802.44
24-R&B #4 Fund Totals:	506,969.76	39,904.18	-196,998.01	0.00	349,875.93
25-Health Private *	59,678.42	5,532.87	-8,432.93		56,778.36
26-State Health Services*	-20,987.51	4,691.48	-43,368.79		-59,664.82
27-Hunt County Grants	-586,358.15	621,726.46	-5,950.34		29,417.97
68-JP, DDC Fee Fund	136,078.17	2,247.42	-398.14		137,927.45
71-DC Record Management	7,206.93	494.27	0.00		7,701.20
70-Voter Admin 19	315.00	2,269.01	-2,584.01		0.00
74-Elections Special	49,526.63	0.00	0.00		49,526.63
75-CA-DWI	11,115.30	359.69	-25.18		11,449.81
81-CC Rec Mgt Preservatic	223,391.70	17,326.38	-714.66	0.00	240,003.42
82-Courthouse Security	56,739.64	4,048.17	-18,429.11		42,358.70
83-Justice Court Sec.	72,194.04	465.32	-556.12		72,103.24

**Hunt County Treasurer
Monthly Report
September 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	38,360.73	633.00	0.00		38,993.73
85-Co & District Court Tec	9,042.37	272.03	0.00		9,314.40
86-County Record Preserv	63,125.42	1,410.00	0.00		64,535.42
87-Justice Court Technolo	126,372.11	1,894.22	-687.60		127,578.73
88-County Clerk Archive	186,155.72	14,960.00	0.00		201,115.72
89-County Record Mgt Pre	10,217.38	2,275.21	-3.40		12,489.19
91-LEOSE	30,578.35	0.00	0.00		30,578.35
95-Juv Prob. Center Fund	431,023.96	81,972.25	-111,029.42		401,966.79
96-Juv Prob "A-Z" Grant	13,918.76	60,961.46	-49,593.61		25,286.61
<hr/>					
50-Debt Service (I&S)	72,192.49	13,678.68	-5.58	0.00	85,865.59
50-Debt Service TexPool Ir	192,715.78	13.47	0.00	0.00	192,729.25
50-Debt Service Fund Total	264,908.27	13,692.15	-5.58	0.00	278,594.84
<hr/>					
61-Right of Way FundTxPoc	63,821.61	4.46	0.00		63,826.07
<hr/>					
Total of Funds:	19,503,452.93	2,797,250.07	-4,626,517.48	0.00	17,674,185.52

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	874,250.82	-1,888.23	872,362.59	03/2054
2015 Tax Notes	2,035,000.00		2,035,000.00	
Series 2015 Refund Bonds	3,955,000.00		3,955,000.00	
2005 Refunding Bond	0.00	0.00	0.00	09/30/2019
Liability Comp Absence	317,191.83	0.00	317,191.83	
Totals:	7,181,442.65	-1,888.23	7,179,554.42	

*Beginning Balance \$906,351.27 as of 4/2014

45-Bond Series 2015 (TexPool) \$2,000,408.10 \$126.99 -499,792.75 \$1,500,742.34

#13,935

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, October 2015

FILED FOR RECORD
at 11:15 o'clock a M

DEC 08 2015

JENNIFER LINDENZWEIG
County Clerk Hunt County, TX

By *Jennifer Lindenzweig*

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$16,089,597.16**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 8 day of December, 2015.

Delores Shelton
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

absent
John L. Horn, Hunt County Judge

Eric Evans
Eric Evans, Comm., Pct #1

Tod McMahan
Tod McMahan, Comm., Pct #2

Phillip A. Martin
Phillip Martin, Comm., Pct #3

Jim Latham
Jim Latham, Comm., Pct #4
presiding

**Hunt County Treasurer
Monthly Report
October 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	8,096,389.28	453,486.72	-2,480,858.14	2,034,512.25	8,103,530.11
10-Reserve Investment	2,034,512.25	0.00	0	-2,034,512.25	0.00
10-TexPool Investment	100,162.15	8.23	0.00	0.00	100,170.38
10-TexStar Investment	217,063.87	20.24	0.00	0.00	217,084.11
10-InWood Nat'l Bank CD	557,051.69	434.96	0.00	0.00	557,486.65
10-InWood Nat'l Bank CD-2	500,000.00	0.00	0.00	0.00	500,000.00
10-TexPool Investment,Jail	3,146,788.41	258.20	0.00	0.00	3,147,046.61
10-General Fund Totals:	14,651,967.65	454,208.35	-2,480,858.14	0.00	12,625,317.86
20-Law Library	6,998.99	2,506.00	-8,149.06		1,355.93
21-R&B #1	16,225.78	60,989.32	-60,674.02	50,000.00	66,541.08
21-R&B #1, TexPool Invest	425,429.54	31.80	0.00	-50,000.00	375,461.34
21-R&B #1 Fund Totals:	441,655.32	61,021.12	-60,674.02	0.00	442,002.42
22-R&B #2	-57,059.59	89,962.49	-149,399.07	150,000.00	33,503.83
22-R&B #2, TexPool Invest	729,537.00	50.55	0.00	-150,000.00	579,587.55
22-R&B #2 Fund Totals:	672,477.41	90,013.04	-149,399.07	0.00	613,091.38
23-R&B #3	-129,266.42	80,922.40	-79,168.62	150,000.00	22,487.36
23-R&B #3, TexPool Invest	338,594.83	18.49	0.00	-150,000.00	188,613.32
23-R&B #3 Fund Totals:	209,328.41	80,940.89	-79,168.62	0.00	211,100.68
24-R&B #4	-11,926.51	72,389.31	-80,867.89	100,000.00	79,594.91
24-R&B #4, TexPool Invest	361,802.44	23.50	0.00	-100,000.00	261,825.94
24-R&B #4 Fund Totals:	349,875.93	72,412.81	-80,867.89	0.00	341,420.85
25-Health Private *	56,778.36	1,121.26	-5,570.99		52,328.63
26-State Health Services*	-59,664.82	1,317.97	-29,780.76		-88,127.61
27-Hunt County Grants	29,417.97	0.00	-5,141.37		24,276.60
68-JP, DDC Fee Fund	137,927.45	453.40	-422.68		137,958.17
71-DC Record Management	7,701.20	230.00	-5.28		7,925.92
70-Voter Admin 19	0.00	578.85	-578.85		0.00
74-Elections Special	49,526.63	4,491.32	0.00		54,017.95
75-CA-DWI	11,449.81	67.99	-25.18		11,492.62
81-CC Rec Mgt Preservatic	240,003.42	18,457.36	-1,533.50	0.00	256,927.28
82-Courthouse Security	42,358.70	3,985.30	-2,576.06		43,767.94
83-Justice Court Sec.	72,103.24	297.91	-495.83		71,905.32

**Hunt County Treasurer
Monthly Report
October 2015**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	38,993.73	400.00	0.00		39,393.73
85-Co & District Court Tec	9,314.40	96.93	0.00		9,411.33
86-County Record Preserv	64,535.42	719.00	-13.19		65,241.23
87-Justice Court Technolo	127,578.73	1,769.34	-34,841.78		94,506.29
88-County Clerk Archive	201,115.72	16,330.00	0.00		217,445.72
89-County Record Mgt Pre	12,489.19	939.24	-8.50		13,419.93
91-LEOSE	30,578.35	0.00	-40.00		30,538.35
95-Juv Prob. Center Fund	401,966.79	1,008.32	-83,691.98		319,283.13
96-Juv Prob "A-Z" Grant	25,286.61	160,739.50	-42,624.10		143,402.01
<hr/>					
50-Debt Service (I&S)	85,865.59	7,751.49	0.00	0.00	93,617.08
50-Debt Service TexPool Ir	192,729.25	15.83	0.00	0.00	192,745.08
50-Debt Service Fund Total	278,594.84	7,767.32	0.00	0.00	286,362.16
<hr/>					
61-Right of Way FundTxPoc	63,826.07	5.27	0.00		63,831.34
<hr/>					
Total of Funds:	18,174,185.52	981,878.49	-3,066,466.85	0.00	16,089,597.16

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	872,362.59	-1,883.23	870,479.36	03/2054
2015 Tax Notes	2,035,000.00		2,035,000.00	
Series 2015 Refund Bonds	3,955,000.00		3,955,000.00	
2005 Refunding Bond	0.00	0.00	0.00	09/30/2019
Liability Comp Absence	317,191.83	0.00	317,191.83	
Totals:	7,179,554.42	-1,883.23	7,177,671.19	

*Beginning Balance \$906,351.27 as of 4/2014

45-Bond Series 2015 (TexPool) \$1,500,742.34 \$123.11 0.00 \$1,500,865.45



13,936

FILED FOR RECORD
at 11:15 o'clock a M

DEC 08 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

November 24, 2015

Office of Hunt County Judge
The Honorable John Horn
Hunt County Courthouse
2507 Lee St. Room 107
Greenville, Texas 75401

Farmers Electric Cooperative Member: Kelly L. Wofford
Service Order Number: 1412003248

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2514 which is located, .48 miles north of CR 2516 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

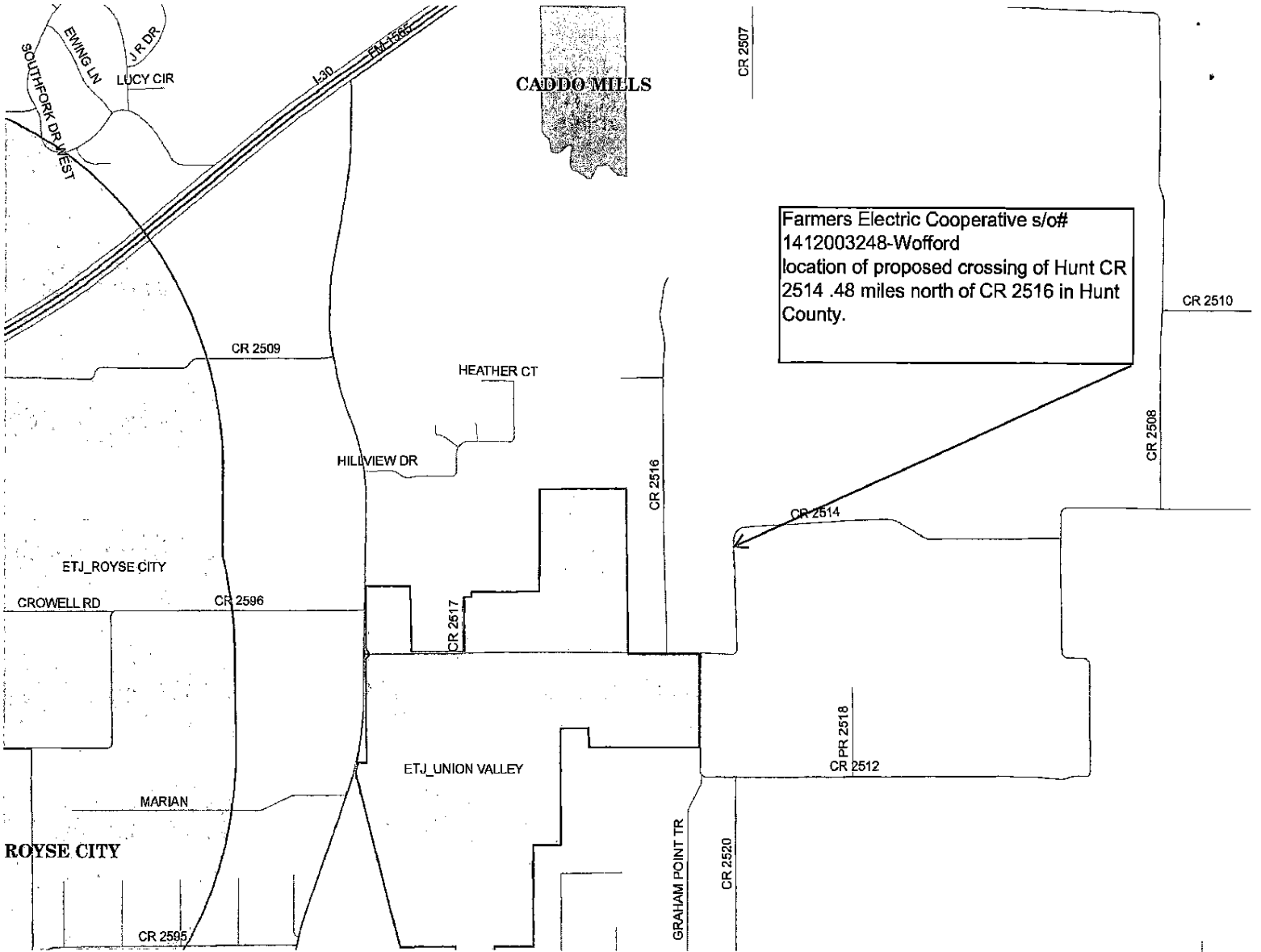
Peter Benninger

Peter Benninger
Engineering Asst.

pbenninger@farmerselectric.coop
Phone 903-453-0513
Mobile 903-453-5292

Submitted by Ra'chel Tidwell
Field Engineering Coordinator

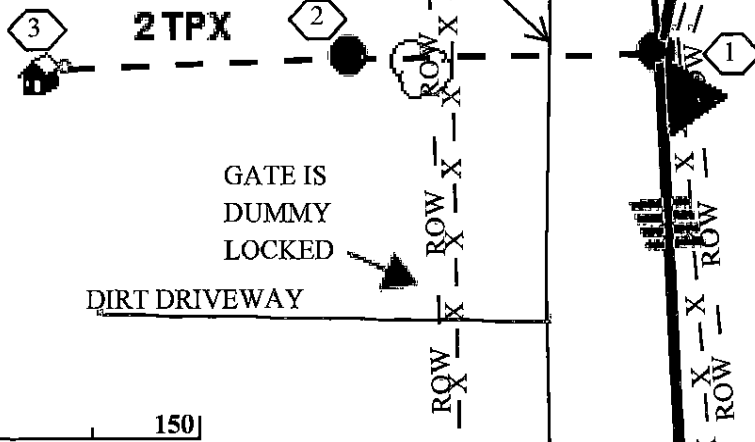
Enclosures



Farmers Electric Cooperative s/o#
1412003248-Wofford
location of proposed crossing of Hunt CR
2514 .48 miles north of CR 2516 in Hunt
County.

Farmers Electric Cooperative s/o#
1412003248-Wofford
location of proposed crossing of
Hunt CR 2514 .48 miles north of
CR 2516 in Hunt County.

PROPOSED
NEW HOUSE



P2=LEVEL
WITH CR,
P1=25'IN PRIVATE,
P1=35'FROM
RD EDGE

P1=LEVEL
WITH CR,
P1=1'IN ROW,
P1=9'FROM
RD EDGE

P1=.48MI TO
CR 2516

14.4KV

150

13,937

FILED FOR RECORD
at 11:15 o'clock 2 M

DEC 08 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, HUNT COUNTY has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in Cause No. TAX20234 COMMERCE ISD VS. W A MCKENZIE ASPHALT COMPANY ET AL

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas:

That the sale of the hereinabove described real property to NEXTLOTS NOW LLC for and in consideration of the cash sum of TWO THOUAND DOLLARS and 00/100 (\$2,000.00), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 2 day of December, 2015.

Attest:

Jennifer Lindenzweig
County Clerk

[Signature]
Hunt County Judge

Those Voting Aye Were:

Evans
Memahan
Martin
Latham

Those Voting Nay Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 8th day of December, 2015

Hunt County Commissioners Court

BY: Jim Latham (presiding)
Hunt County Judge

State of Texas {}
 {}
County of Hunt {}

This instrument was acknowledged before me on this the 8th day of
December, 2015 by Jim Latham (presiding)

Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.

[Signature]
Notary Public, State of Texas

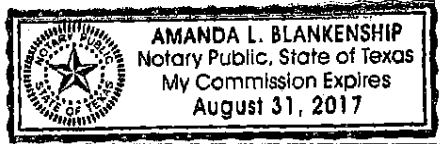


EXHIBIT "A"

Property Description:

TRACT 3: BEING 1.158 ACRES, TRACT 24, PART OF THE S. M. CASTEEL SURVEY, ABSTRACT NUMBER 223, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 270, PAGE 289, ON INSTRUMENT FILED APRIL 15, 1993 AND ALSO AS DESCRIBED IN THE LAST WILL AND TESTAMENT RECORDED IN VOLUME 210, PAGE 809, ON INSTRUMENT FILED AUGUST 9, 1993 AND CONSTABLES DEED DOC# 2015-4150 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R23185.

Situs per Hunt County Appraisal District: FM 2874 COMMERCE, TX 75428

BID

I hereby submit my bid for the purchase of:

Property Account: 23185 Geo: 0223-0240-0000-30

Suit #: Tax 20234

Bid Amount: \$ 2,000.00

PRINT NAME: NextHots Now LLC.

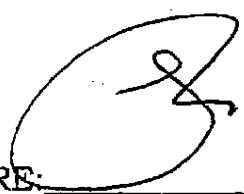
ADDRESS: P.O. Box 865

CITY: Langcaster STATE: Texas ZIP: 75146

TELEPHONE: (214) 686-6806

^{EIN}
SOCIAL SECURITY #: 46-3577895

Print name(s) to appear on deed if different than above:

SIGNATURE:  _____

DATE: 10/15/15

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

BID ANALYSIS
November 20, 2015

Cause #: TAX20234

Previous Owner: W A MCKENZIE ASPHALT COMPANY, ET AL

Bid Amount: \$2,000.00

Date Bid Submitted: 10/15/2015

Bidders Name: **NEXTLOTS NOW LLC**

Acct#: R23185

Judgment Date: 10/16/2014

Property Value at Judgment: \$4,420.00

Property Value today: \$5,480.00

Date of Sale: 4/7/2015

Bidders Address: PO BOX 865

LANCASTER TX 75146

Minimum Bid at Sale: \$4,420.00

Sale Deed Filed: 4/15/2015

Redemption Expires: 10/15/2015

PROPERTY DESCRIPTION

TRACT 3: BEING 1.158 ACRES, TRACT 24, PART OF THE S. M. CASTEEL SURVEY, ABSTRACT NUMBER 223, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 270, PAGE 289, ON INSTRUMENT FILED APRIL 15, 1993 AND ALSO AS DESCRIBED IN THE LAST WILL AND TESTAMENT RECORDED IN VOLUME 210, PAGE 809, ON INSTRUMENT FILED AUGUST 9, 1993 AND CONSTABLES DEED DOC# 2015-4150 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R23185.

Situs per Hunt County Appraisal District: FM 2874 COMMERCE, TX 75428

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1996-2013	\$5,343.37
HUNT COUNTY	1996-2013	\$1,835.62
HUNT MEMORIAL HD	1996-2013	\$722.28

TOTAL: \$7,901.27

COSTS

Court Costs	\$363.03 (Payable to Hunt County District Clerk)
Publication Fee:	\$167.04 (Payable to Hunt County Treasurer)
Constable's Fee:	\$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$628.07

PROPOSED TAX DISTRIBUTION – R23185

Bid Amount: \$2,000.00 Costs: \$628.07
Net to Distribute: \$1,371.93

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(68%) \$932.91
HUNT COUNTY:	(23%) \$315.54
HUNT MEMORIAL HD:	(9%) \$123.48

(These amounts are contingent on verification of cost)

TOTAL: \$1,371.93

#13,937

FILED FOR RECORD
at 11:15 o'clock
DEC 08 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, HUNT COUNTY has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in Cause No. TAX20234 COMMERCE ISD VS. W A MCKENZIE ASPHALT COMPANY ET AL

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas:

That the sale of the hereinabove described real property to NEXTLOTS NOW LLC for and in consideration of the cash sum of FIVE THOUAND DOLLARS and 00/100 (\$5,000.00), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 8 day of December, 2015.

Attest:

Jennifer Lindenzweig
County Clerk

Jan Latham (presiding)
Hunt County Judge

Those Voting Aye Were:

Evans
McMahon
Martis
Latham

Those Voting Nay Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 8th day of December, 2015

Hunt County Commissioners Court

BY: Jim Latham (presiding)
Hunt County Judge

State of Texas {}
 {}
County of Hunt {}

This instrument was acknowledged before me on this the 8th day of
December, 2015 by Jim Latham (presiding),
Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.

[Signature]
Notary Public, State of Texas

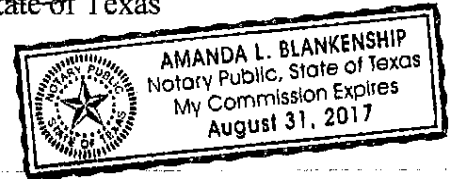


EXHIBIT "A"

Property Description:

TRACT 2: BEING 2.774 ACRES, TRACT 32, PART OF THE S. M. CASTEEL SURVEY, ABSTRACT NUMBER 223, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 270, PAGE 289, ON INSTRUMENT FILED APRIL 15, 1993 AND ALSO AS DESCRIBED IN THE LAST WILL AND TESTAMENT RECORDED IN VOLUME 210, PAGE 809, ON INSTRUMENT FILED AUGUST 9, 1993 AND CONSTABLES DEED DOC# 2015-4150 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R23190.

Situs per Hunt County Appraisal District: FM 2874 COMMERCE, TX 75428

BID

I hereby submit my bid for the purchase of:

Property Account: 23190 650-0123-0310-0000-30

Suit #: Tax 20234

Bid Amount: \$ 5,000.00

PRINT NAME: NexHotsNow L.L.C.

ADDRESS: P.O. Box 865

CITY: Lancaster STATE: Tx ZIP: 75146

TELEPHONE: (214) 686-6806

SOCIAL SECURITY #: ^{ein} 46-3577895

Print name(s) to appear on deed if different than above:

SIGNATURE:  _____

DATE: 10/15/15

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

See note attached

Cause Number TAX20234

The CAD value of \$18,280 for this property reflects an improvements value of \$5,160. However the improvements are in a state of advanced decay and will need to be demolished and removed at the buyer's expense.

Our bid reflects the loss of value and the expenses that will be incurred.

BID ANALYSIS
November 20, 2015

Cause #: TAX20234

Previous Owner: W A MCKENZIE ASPHALT COMPANY, ET AL

Bid Amount: \$5,000.00

Date Bid Submitted: 10/15/2015

Bidders Name: **NEXTLOTS NOW LLC**

Bidders Address: PO BOX 865

LANCASTER TX 75146

Acct#: R23190

Judgment Date: 10/16/2014

Property Value at Judgment: \$18,750.00

Property Value today: \$18,280.00

Date of Sale: 4/7/2015

Minimum Bid at Sale: \$15,750.00

Sale Deed Filed: 4/15/2015
Redemption Expires: 10/15/2015

PROPERTY DESCRIPTION

TRACT 2: BEING 2.774 ACRES, TRACT 32, PART OF THE S. M. CASTEEL SURVEY, ABSTRACT NUMBER 223, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 270, PAGE 289, ON INSTRUMENT FILED APRIL 15, 1993 AND IN THE LAST WILL AND TESTAMENT RECORDED IN VOLUME 210, PAGE 809, ON INSTRUMENT FILED AUGUST 9, 1993 AND CONSTABLES DEED DOC# 2015-4150 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R23190.

Situs per Hunt County Appraisal District: FM 2874 COMMERCE, TX 75428

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1994-2013	\$16,338.90
HUNT COUNTY	1994-2013	\$5,608.12
HUNT MEMORIAL HD	1994-2013	\$2,236.51

TOTAL: \$24,183.53

COSTS

Court Costs	\$363.03 (Payable to Hunt County District Clerk)
Publication Fee:	\$167.04 (Payable to Hunt County Treasurer)
Constable's Fee:	\$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$628.07

PROPOSED TAX DISTRIBUTION – R23190

Bid Amount: \$5,000.00 Costs: \$628.07
Net to Distribute: \$4,371.93

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(68%) \$2,972.91
HUNT COUNTY:	(23%) \$1,005.54
HUNT MEMORIAL HD:	(9%) \$393.48

(These amounts are contingent on verification of cost)

TOTAL: \$4,371.93

13,937

FILED FOR RECORD
at 11:15 o'clock
DEC 08 2015
JENNIFER LINDENZWEIG
County Clerk Hunt County, TX

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, HUNT COUNTY has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in Cause No. TAX20234 COMMERCE ISD VS. W A MCKENZIE ASPHALT COMPANY ET AL

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas:

That the sale of the hereinabove described real property to NEXTLOTS NOW LLC for and in consideration of the cash sum of TWO THOUAND DOLLARS and 00/100 (\$2,000.00), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 8 day of December, 2015.

Attest:

Jennifer Lindenzweig
County Clerk

Jim Ricketts (reading)
Hunt County Judge

Those Voting Aye Were:

Evans
McMahon
Mortis
Latham

Those Voting Nay Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 8th day of December, 2015

Hunt County Commissioners Court

BY: Jim Latham (presiding)
Hunt County Judge

State of Texas {}
 {}
County of Hunt {}

This instrument was acknowledged before me on this the 8th day of
December, 2015 by Jim Latham (presiding),
Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.

[Signature]
Notary Public, State of Texas.

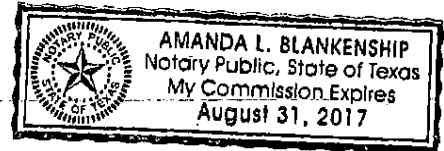


EXHIBIT "A"

Property Description:

TRACT 1: BEING 1 ACRE, TRACT 33, PART OF THE S. M. CASTEEL SURVEY, ABSTRACT NUMBER 223, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 270, PAGE 289, ON INSTRUMENT FILED APRIL 15, 1993 AND ALSO AS DESCRIBED IN THE LAST WILL AND TESTAMENT RECORDED IN VOLUME 210, PAGE 809, ON INSTRUMENT FILED AUGUST 9, 1993 AND CONSTABLES DEED DOC# 2015-4150 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R23191.

Situs per Hunt County Appraisal District: FM 2874 COMMERCE, TX 75428

BID

I hereby submit my bid for the purchase of:

Property Account: 23191 Geo. 0223-0330-0000-30

Suit #: Tax 20234

Bid Amount: \$ 2,000.00

PRINT NAME: NexHots Now L.L.C.

ADDRESS: P.O. BOX 865

CITY: LANCASTER STATE: Texas ZIP: 75146

TELEPHONE: (214) 686-6806

SOCIAL SECURITY #: ^{EIN} 46-3577895

Print name(s) to appear on deed if different than above:

SIGNATURE:  _____

DATE: 10/15/15

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

Commence

BID ANALYSIS
November 20, 2015

Cause #: TAX20234

Previous Owner: W A MCKENZIE ASPHALT COMPANY, ET AL

Bid Amount: \$2,000.00

Date Bid Submitted: 10/15/2015

Bidders Name: **NEXTLOTS NOW LLC**

Bidders Address: PO BOX 865

LANCASTER TX 75146

Acct#: R23191

Judgment Date: 10/16/2014

Property Value at Judgment: \$3,820.00

Property Value today: \$4,730.00

Date of Sale: 4/7/2015

Minimum Bid at Sale: \$3,820.00

Sale Deed Filed: 4/15/2015

Redemption Expires: 10/15/2015

PROPERTY DESCRIPTION

TRACT 1: BEING 1 ACRE, TRACT 33, PART OF THE S. M. CASTEEL SURVEY, ABSTRACT NUMBER 223, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 270, PAGE 289, ON INSTRUMENT FILED APRIL 15, 1993 AND ALSO AS DESCRIBED IN THE LAST WILL AND TESTAMENT RECORDED IN VOLUME 210, PAGE 809, ON INSTRUMENT FILED AUGUST 9, 1993 AND CONSTABLES DEED DOC# 2015-4150 FILED APRIL 15, 2015 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R23191.

Situs per Hunt County Appraisal District: FM 2874 COMMERCE, TX 75428

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1994-2013	\$3,559.22
HUNT COUNTY	1994-2013	\$1,222.96
HUNT MEMORIAL HD	1994-2013	\$486.36

TOTAL: \$5,268.54

COSTS

Court Costs	\$363.03 (Payable to Hunt County District Clerk)
Publication Fee:	\$167.04 (Payable to Hunt County Treasurer)
Constable's Fee:	\$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$628.07

PROPOSED TAX DISTRIBUTION – R23191

Bid Amount: \$2,000.00 Costs: \$628.07
Net to Distribute: \$1,371.93

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(68%) \$932.91
HUNT COUNTY:	(23%) \$315.54
HUNT MEMORIAL HD:	(9%) \$123.48

(These amounts are contingent on verification of cost)

TOTAL: \$1,371.93

#13,937

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

FILED FOR RECORD
at 11:15 a'clock
DEC 08 2015

JENNIFER LINDENZWEIG
By COURT CLERK
Hunt County, TX
2015 12 08

WHEREAS, HUNT COUNTY has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in Cause No. TAX18808 COMMERCE ISD VS. ROY F BURKHAM & BRINDA G DAVIS

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

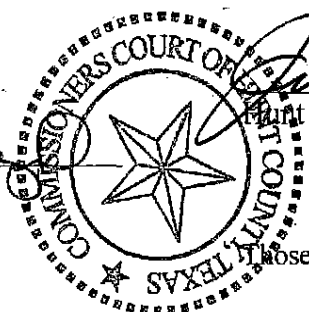
NOW therefore be it resolved by the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas:

That the sale of the hereinabove described real property to NEXTLOTS NOW LLC for and in consideration of the cash sum of FIVE THOUAND FIVE HUNDRED DOLLARS and 00/100 (\$5,500.00), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 8 day of December, 2015.

Attest:

Jennifer Lindenzweig
County Clerk



Tom Adams
Hunt County Judge

Those Voting Aye Were:

Evans
McMahon
Martin
Latham

Those Voting Nay Were:

In testimony whereof the Hunt County Commissioners Court, Hunt County, Texas has caused these presents to be executed this the 8th day of December, 2015

Hunt County Commissioners Court

BY: *Jim Latham* (presiding)
Hunt County Judge

State of Texas {}
 {}
County of Hunt {}

This instrument was acknowledged before me on this the 8th day of December, 2015 by *RLB* *[Signature]* Jim Latham (presiding)
Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.

[Signature]
Notary Public, State of Texas

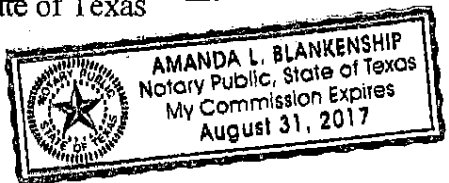


EXHIBIT "A"

Property Description:

TRACT 1: BEING 1.45 ACRES, TRACT 28, PART OF THE J. LANE SURVEY, ABSTRACT NUMBER 625 AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 509, PAGE 284, ON INSTRUMENT FILED AUGUST 12, 1999 AND DESCRIBED IN GIFT WARRANTY DEED RECORDED ON VOLUME 1739, PAGE 238 ON INSTRUMENT FILED APRIL 3, 2008 AND CONSTABLES DEED DOC#2013-3512 FILED MARCH 22, 2013 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON TAX ROLLS AND RECORDS OF HUNT MEMORIAL HOSPITAL DISTRICT UNDER ACCOUNT NUMBER R29121

Situs per Hunt County Appraisal District: 5816 FM 2068 COMMERCE, TX 75428

BID

I hereby submit my bid for the purchase of:

Property Account: 29121 Geo: 0625-0280-0000-30

Suit #: Tax 18808

Bid Amount: \$ 5,500.00

PRINT NAME: Nextlots Now L.L.C.


ADDRESS: P.O. Box 865

CITY: Lancaster STATE: TX ZIP: 75146

TELEPHONE: (214) 686-6806

^{Ein}
SOCIAL SECURITY #: 46-3577895

Print name(s) to appear on deed if different than above:

SIGNATURE:  _____

DATE: 10/15/15

ALL BIDS MUST BE SIGNED BY HAND

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGMENTS OR TAX DELINQUENCIES IN HUNT COUNTY

See note attached

Cause Number TAX18808

The CAD value currently reflects an improvements value of \$3,400. However the improvements on site at this property are in a state of advanced decay, have no value and will need to be demolished and removed at the buyers expense.

BID ANALYSIS
November 20, 2015

Cause #: TAX18808

Previous Owner: ROY F BURKHAM & BRINDA G DAVIS

Bid Amount: \$5,500.00

Date Bid Submitted: 10/15/2015

Bidders Name: **NEXTLOTS NOW LLC**

Acct#: R29121

Judgment Date: 11/15/2012

Property Value at Judgment: \$31,280.00

Property Value today: \$12,900.00

Date of Sale: 3/5/2013

Bidders Address: PO BOX 865

LANCASTER TX 75146

Minimum Bid at Sale: \$23,216.14

Sale Deed Filed: 3/22/2013

Redemption Expires: 3/22/2015

PROPERTY DESCRIPTION

TRACT 1: BEING 1.45 ACRES, TRACT 28, PART OF THE J. LANE SURVEY, ABSTRACT NUMBER 625 AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 509, PAGE 284, ON INSTRUMENT FILED AUGUST 12, 1999 AND DESCRIBED IN GIFT WARRANTY DEED RECORDED ON VOLUME 1739, PAGE 238 ON INSTRUMENT FILED APRIL 3, 2008 AND CONSTABLES DEED DOC#2013-3512 FILED MARCH 22, 2013 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON TAX ROLLS AND RECORDS OF COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R29121

Situs per Hunt County Appraisal District: 5816 FM 2068 COMMERCE, TX 75428

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1999-2011	\$13,728.33
HUNT COUNTY	1998-2011	\$4,909.49
HUNT MEMORIAL HD	1998-2011	\$1,890.90

TOTAL: \$20,528.72

COSTS

Court Costs	\$584.00 (Payable to Hunt County District Clerk)
Publication Fee:	\$696.00 (Payable to Hunt County Treasurer)
Constable's Fee:	\$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$1,378.00

PROPOSED TAX DISTRIBUTION – R29121

Bid Amount: \$5,500.00 Costs: \$1,378.00
Net to Distribute: \$4,122.00

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(67%) \$2,761.74
HUNT COUNTY:	(24%) \$989.28
HUNT MEMORIAL HD:	(9%) \$370.98

(These amounts are contingent on verification of cost)

TOTAL: \$4,122.00

#13,937

FILED FOR RECORD
at 11:15 a'clock
DEC 08 2015

JENNIFER LINDENZWEIG
County Clerk
Hunt County, TX

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, HUNT COUNTY has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in Cause No. TAX20203 COMMERCE ISD VS. JOHN W WOODS ESTATE

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas

That the sale of the hereinabove described real property to STEVEN L SANTOS for and in consideration of the cash sum of TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS and 00/100 (\$2,450.00), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 8 day of December, 2015.

Attest:

Jennifer Lindenzweig
Secretary

Tom Ruffalo (procluz)
HUNT COUNTY JUDGE

Those Voting Aye Were:

Evans
Mehner
Martin
Latham

Those Voting Nay Were:

In testimony whereof the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas has caused these presents to be executed this the 8th day of December, 2015

HUNT COUNTY COMMISSIONERS COURT

BY: 
HUNT COUNTY JUDGE

State of Texas {}
 {}
County of Hunt {}

This instrument was acknowledged before me on this the 8th day of December, 2015 by Jim Latham (presiding)
Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas

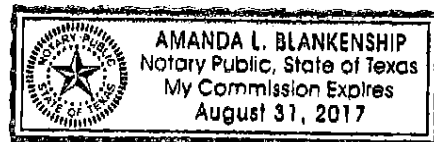


EXHIBIT "A"

Property Description:

TRACT 1: BEING 7.36 ACRES, TRACT 112, PART OF THE M L PARKER SURVEY, ABSTRACT A0820, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME N, PAGE 212, ON INSTRUMENT FILED JUNE 22, 1871 AND CONSTABLES DEED DOC#2014-5569 FILED MAY 14, 2014 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R113196.

Situs per Hunt County Appraisal District: OFF CR 4410 COMMERCE, TX 75428

BID SHEET FOR RESALE

Date 10-18-15

Name of Bidder Steven L. Santos

Address of Bidder 404 Casa Linda

Ennis TX 75119

Phone Number 214-713-9455 OR 972 875 7263
Ennis6699@gmail.com

Property Description A0820 PARKER ML Tract 112 7.3 acres

Street address of property IP: ~~113190~~ TAX 20203

Amount of Bid ** 2,450⁰⁰

Commercial ISD

BID ANALYSIS
November 24, 2015

Cause #: TAX20203
Previous Owner: JOHN W WOODS ESTATE

Bid Amount: \$2,450.00
Date Bid Submitted: 10/21/2015

Bidders Name: **STEVEN L SANTOS**

Bidders Address: 404 CASA LINDA
ENNIS TX 75119

Acct#: R113196
Judgment Date: 1/16/2014
Property Value at Judgment: \$24,230.00
Property Value today: \$22,560.00
Date of Sale: 5/6/2014

Minimum Bid at Sale: \$17,694.25

Sale Deed Filed: 5/14/2014
Redemption Expires: 11/14/2014

PROPERTY DESCRIPTION

TRACT 1: BEING 7.36 ACRES, TRACT 112, PART OF THE M L PARKER SURVEY, ABSTRACT A0820, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME N, PAGE 212, ON INSTRUMENT FILED JUNE 22, 1871 AND CONSTABLES DEED DOC#2014-5569 FILED MAY 14, 2014 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R113196.

SITUS OR LOCATION PER HUNT CAD: OFF CR 4410 COMMERCE, TX 75428

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1996-2013	\$10,576.31
HUNT COUNTY	1996-2013	\$3,632.81
HUNT MEMORIAL HD	1996-2013	\$1,423.94

TOTAL: \$15,633.06

COSTS

Court Costs \$775.00 (Payable to Hunt County District Clerk)
Publication Fee: \$171.24 (Payable to Hunt County Treasurer)
Constable's Fee: \$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$1,044.24

PROPOSED TAX DISTRIBUTION – R113195

Bid Amount: \$2,450.00 Costs: \$1,044.24
Net to Distribute: \$1,405.76

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(68%) \$955.92
HUNT COUNTY:	(23%) \$323.32
HUNT MEMORIAL HD:	(9%) \$126.52

(These amounts are contingent on verification of cost)

TOTAL: \$1,405.76

13,937

FILED FOR RECORD
at 11:15 a'clock
DEC 08 2015
JENNIFER LINDENZWEIG
By County Clerk, Hunt County, TX

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, HUNT COUNTY has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in Cause No. TAX20245 COMMERCE ISD VS. JAMES ARMISTEAD, DECEASED

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

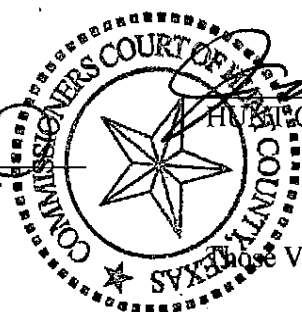
NOW therefore be it resolved by the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas

That the sale of the hereinabove described real property to STEVEN L SANTOS for and in consideration of the cash sum of ONE THOUAND SIX HUNDRED FIFTY DOLLARS and 00/100 (\$1,650.00), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 8 day of December, 2015.

Attest:

Jennifer Lindenzweig
Secretary



HUNT COUNTY JUDGE

[Handwritten signature]

Those Voting Aye Were:

Evans
McMahan
Martin
Latham

Those Voting Nay Were:


In testimony whereof the HUNT COUNTY COMMISSIONERS COURT, Hunt County, Texas has caused these presents to be executed this the 8th day of December, 2015

HUNT COUNTY COMMISSIONERS COURT

BY: 
HUNT COUNTY JUDGE

State of Texas {}
 {}
County of Hunt {}

This instrument was acknowledged before me on this the 8th day of
December, 2015 by Jim Latham (presiding),
Hunt County Judge, Hunt County Commissioners Court, Hunt County, Texas.


Notary Public, State of Texas

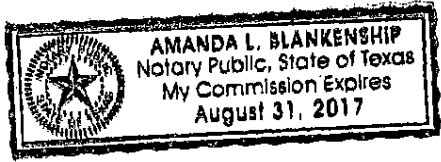


EXHIBIT "A"

Property Description:

TRACT 1: BEING 3.96 ACRES, TRACT 111, PART OF THE M L PARKER SURVEY, ABSTRACT NUMBER A0820, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 106, PAGE 330, ON INSTRUMENT FILED OCTOBER 30, 1900 AND CONSTABLES DEED DOC#2015-1537 FILED FEBRUARY 9, 2015 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF HUNT MEMORIAL HOSPITAL DISTRICT UNDER ACCOUNT NUMBER R113195.

Situs per Hunt County Appraisal District: OFF CR 4410 COMMERCE, TX 75428

BID SHEET FOR RESALE

Date 10-18-15

Name of Bidder Steven L. Santos

Address of Bidder 404 Casa Linda
Ennis TX 75119

Phone Number 214 713 9455 OR 972 875 7263
Ennis 6699@gmail.com

Property Description A0820 PARKER ML Tract 111 3.96 acres

Street address of property IP: ~~713195~~ TAX 20245

Amount of Bid ** 1,650⁰⁰

BID ANALYSIS
November 24, 2015

Cause #: TAX20245
Previous Owner: JAMES ARMISTEAD, DECEASED

Bid Amount: \$1,650.00
Date Bid Submitted: 10/21/2015

Bidders Name: **STEVEN L SANTOS**

Bidders Address: 404 CASA LINDA
ENNIS TX 75119

Acct#: R113195
Judgment Date: 7/12/2014
Property Value at Judgment: \$12,940.00
Property Value today: \$15,300.00
Date of Sale: 10/7/2014

Minimum Bid at Sale: \$12,940.00

Sale Deed Filed: 2/9/2015
Redemption Expires: 8/9/2015

PROPERTY DESCRIPTION

TRACT 1: BEING 3.96 ACRES, TRACT 111, PART OF THE M L PARKER SURVEY, ABSTRACT NUMBER A0820, AS DESCRIBED IN WARRANTY DEED RECORDED IN VOLUME 106, PAGE 330, ON INSTRUMENT FILED OCTOBER 30, 1900 AND CONSTABLES DEED DOC#2015-1537 FILED FEBRUARY 9, 2015 IN HUNT COUNTY, TEXAS, AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF COMMERCE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R113195.

SITUS OR LOCATION PER HUNT CAD: OFF CR 4410 COMMERCE, TX 75428

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
COMMERCE ISD	1996-2013	\$9,105.42
HUNT COUNTY	1996-2013	\$3,126.98
HUNT MEMORIAL HD	1996-2013	\$1,233.88

TOTAL: \$13,466.28

COSTS

Court Costs \$843.00 (Payable to Hunt County District Clerk)
Publication Fee: \$102.87 (Payable to Hunt County Treasurer)
Constable's Fee: \$ 60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$ 38.00 (Payable to Hunt County Clerk)

TOTAL: \$1,043.87

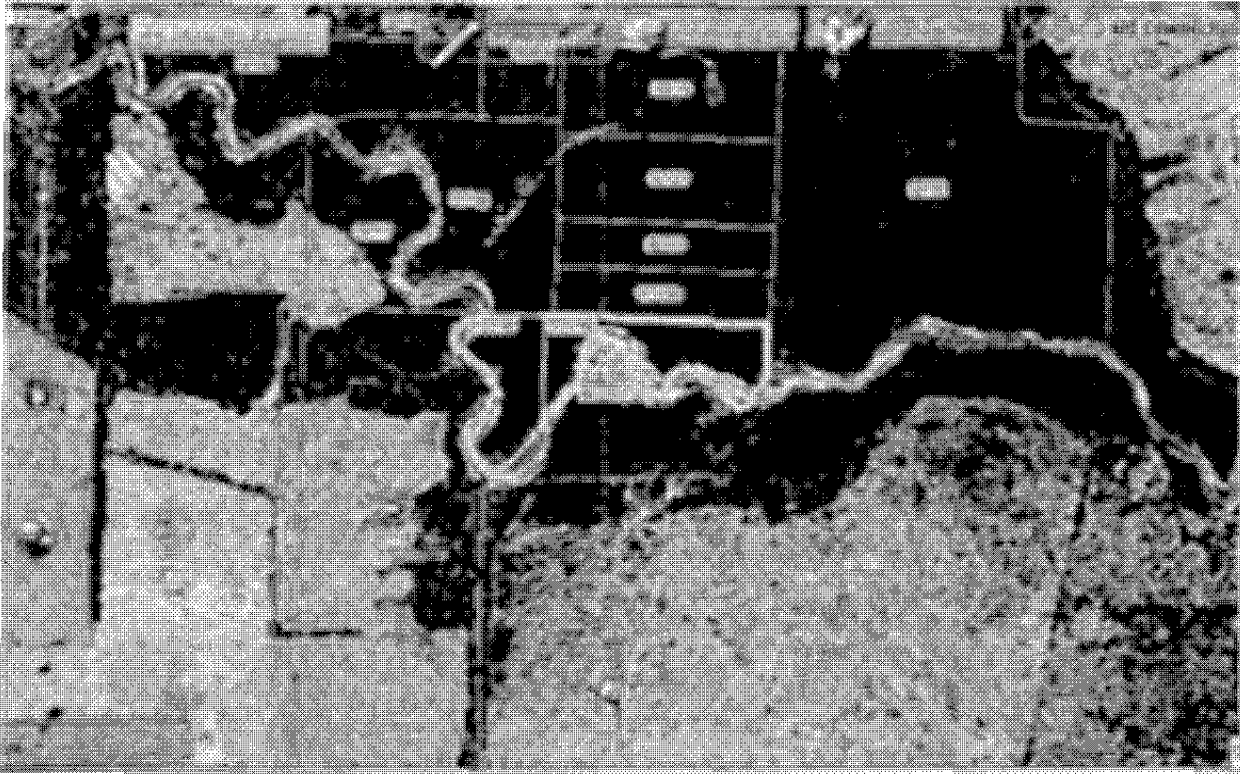
PROPOSED TAX DISTRIBUTION – R113195

Bid Amount: \$1,650.00 Costs: \$1,043.87
Net to Distribute: \$606.13

ENTITY	AMOUNT TO DISBURSE
COMMERCE ISD:	(68%) \$412.17
HUNT COUNTY:	(23%) \$139.41
HUNT MEMORIAL HD:	(9%) \$54.55

(These amounts are contingent on verification of cost)

TOTAL: \$606.13



PID # 113195 – 3.96 ACRES, TRACT 111, M L PARKER SURVEY, ABSTRACT 820

PID# 113196 – 7.36 ACRES, TRACT 112, M L PARKER SURVEY, ABSTRACT 820

Both properties look to be land-locked.

#13,938

FILED FOR RECORD
at 11:05 o'clock 9 M

DEC 08 2015

JENNIFER LINDENZWEIG
County Clerk Hunt County, TX
By *Jennifer Lindenzweig*



TRANE

Building Services

Trane Select Service Agreement



SERVICE PROPOSAL FOR:

Hunt County
PO Box 1097
Greenville, Texas 75403 U.S.A.
Jimmy Moore

SITE ADDRESS:
Greenville Exchange Building
2500 Stonewall Street
Greenville, Texas 75403
United States

LOCAL TRANE OFFICE:
Trane U.S. Inc. dba Trane
1400 Valwood Parkway, Suite 100
Carrollton, Texas 75006

LOCAL TRANE REPRESENTATIVE:
Scott Meyerkord
Office: (972) 406-6000

PROPOSAL ID / AGREEMENT NUMBER:
2006525 / 356057R8

DATE:
November 09, 2015



TRANE SELECT SERVICE AGREEMENT

Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the Agreement. The Agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the Agreement should help you minimize unplanned down time and unexpected expense.

Beyond the benefits of a typical service plan, a Trane Select Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall system performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- ☑ **Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ **Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.





TRANE SELECT SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

- Cut unexpected breakdowns by **70-75%^c**
- Reduce downtime by **35-45%^d**
- Lower equipment repairs and maintenance costs by **25-30%^e**
- Reduce energy consumption by **5-20%^f**

* Source: FENP O&M Guide - July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Hunt County will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments





Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

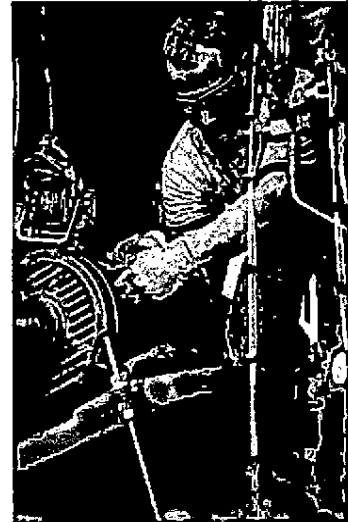
Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





④ Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

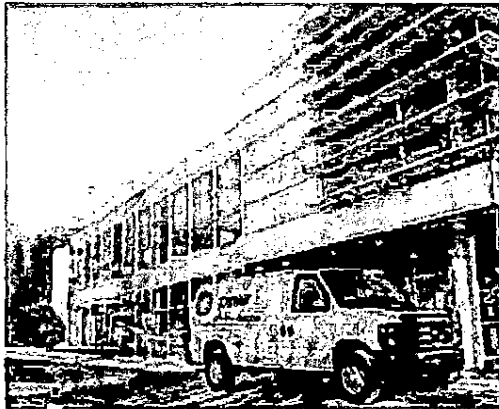
④ Trane Intelligent Services

With an active Trane service agreement and Tracer™ Building Automation System or other qualified controls, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. There are many TIS offers that serve a range of needs: Alarm Notification, Building Performance, Energy Performance, Energy Assessment and Active Monitoring. These may be customized to meet your unique requirements.

In addition to Alarm Notification, this proposal also includes the following Trane Intelligent Services offers:



The Agreement



TRANE SELECT SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

Hunt County
PO Box 1097
Greenville, Texas 75403 U.S.A.
Jimmy Moore

SITE ADDRESS:

Greenville Exchange Building
2500 Stonewall Street
Greenville, Texas 75403
United States

LOCAL TRANE OFFICE:

Trane U.S. Inc. dba Trane
1400 Valwood Parkway, Suite 100
Carrollton, Texas 75006

LOCAL TRANE REPRESENTATIVE:

Scott Meyerkord
Office: (972) 406-6000

PROPOSAL ID / AGREEMENT NUMBER:

2006525 / 356057R8

DATE:

November 09, 2015

CONTACT TELEPHONE NUMBER FOR SERVICE:

(972) 406-6000





TRANE

Building Services

TRANE SELECT SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

⊗ Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

⊗ Refrigerant Management

This scope includes:

- Refrigerant Replacement at 0% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

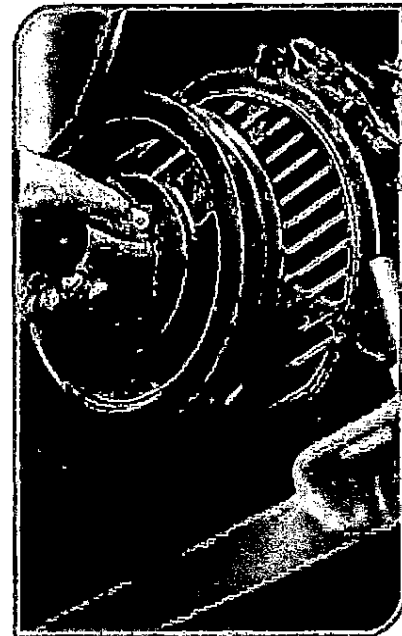
⊗ Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

⊗ Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis.

Overtime repair labor for emergency failures (outside of Trane regular business hours) will be invoiced separately on a time and material basis.





⑪ Cooling Contingency Planning

Trane emergency preparedness personnel will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.

⑫ Obtaining Service

To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For repair service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.



TRANE SELECT SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:

Greenville Exchange Building

The following "Covered Equipment" will be serviced at Greenville Exchange Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Series R(TM)	1	Trane	RTAC1554UD	U02G05479	

Description	Quantity Per Term
RTAC Annual (No Coil Cleaning) (Service 1)	1
RTAC Operational Quarterly Inspection (Service 2)	3



TRANE

Building Services

TRANE SELECT SERVICE AGREEMENT

Pricing and Acceptance

Jimmy Moore
Facilities Engineer
Hunt County
PO Box 1097
Greenville, Texas 75403 U.S.A.

Site Address:
Greenville Exchange Building
2500 Stonewall Street
GREENVILLE, TX 75403
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	8,124.00	8,124.00	Annual

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 243.72 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 1 year, beginning January 01, 2016. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2016, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (972) 406-6000 or by direct mail addressed to: 1400 Valwood Parkway, Suite 100 Carrollton, Texas 75006.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.


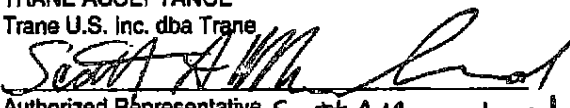
Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Scott Meyerkord	Call: Office: (972) 406-6000 Proposal Date: November 09, 2015
CUSTOMER ACCEPTANCE  Authorized Representative Jim Latham	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane  Authorized Representative Scott A Meyerkord
Printed Name	Account Manager
Title <u>Commissioner</u>	Title
Purchase Order	<u>12/7/15</u> Signature Date
Acceptance Date	<u>214-206-6122</u>

Regulated by the Texas Department of Licensing and Regulation
 P.O. Box 12159, Austin, TX 78711-0159 (512) 241-6065
 www.tdlr.state.tx.us


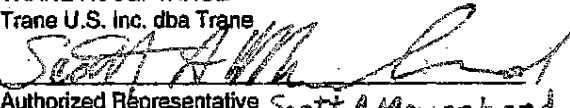
Cancellation by Customer Prior to Services; Refund

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Submitted By: Scott Meyerkord	Call: Office: (972) 406-6000 Proposal Date: November 09, 2015
CUSTOMER ACCEPTANCE  Authorized Representative Jim Latham	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane  Authorized Representative Scott A Meyerkord
Printed Name	Account Manager
Title Commissioner	Title
Purchase Order	Signature Date
Acceptance Date 12-8-15	12/7/15
	214-206-6122

FILED FOR RECORD
at 11:15 o'clock A M

DEC 14 2015

JENNIFER LINDENZWEIG
County Clerk, Tarrant County, TX
By 



Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping

equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (j) Valves that are not factory mounted; balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (k) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (l) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (m) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (n) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (o) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (p) crane or rigging costs; (q) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. **Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are contemporaneous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. **Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. **Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

12. **Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. **Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer. In which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. **Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. **Remote Connectivity.** Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company becomes aware. Any breach in privacy of which Customer becomes aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as articulated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. **U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-38; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)



TRANE

Building Services

Appendix

CONTENTS:

Safety
Customer Service Flows



Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
-Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.





Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

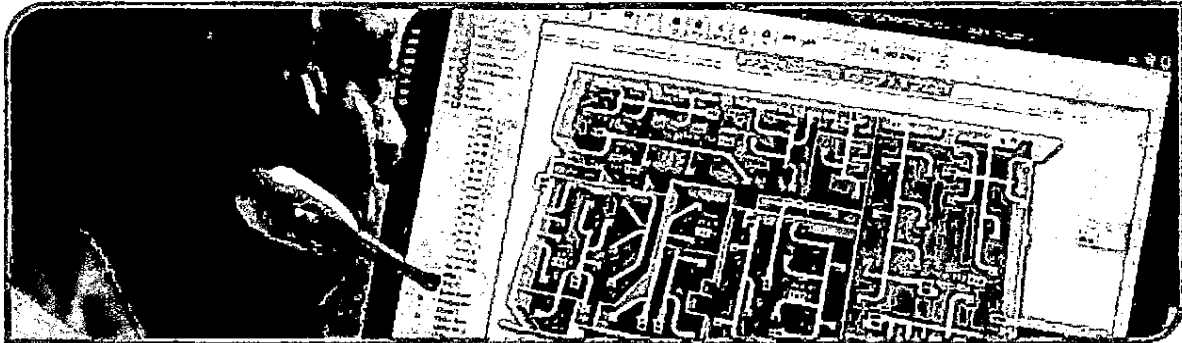




TRANE

Building Services

Customer Service Flows



Service 1: RTAC Annual (No Coil Cleaning)

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA*)
- Compressor Starter Inspection (Across The Line) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Compressor And Oil Separator Heater Check
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Oil Return Operation Check Per Circuit
- Complete Required Paper Work

Service 2: RTAC Operational Quarterly Inspection

- Customer Notification
- Initial Site Inspection
- TechView/KestrelView Connection
- Review Diagnostics
- Run Service Report From Kestrel View
- Condenser Fans Check RTA* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Condenser Coil Check
- Visual Electrical Inspection
- Techview/Kestrel View Disconnection
- Remove Lock Out Tag Out
- Complete Required Paper Work
- Start Unit

13,941

Fax to: 903-408-4291 Att: Sandy
From: Classification
JAIL COUNT
November 24 - December 7, 2015

FILED FOR RECORD
at 11:15 o'clock 21 M

DEC 08 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *Jennifer Lindenzweig*

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
24-Nov	186	33	7	0	0	43	269
25-Nov	185	32	10	0	0	43	270
26-Nov	190	34	8	0	0	47	279
27-Nov	189	34	8	0	0	47	278
28-Nov	194	34	1	0	0	47	276
29-Nov	196	34	6	0	0	47	283
30-Nov	195	34	3	0	0	47	279
1-Dec	192	34	9	0	0	49	284
2-Dec	193	33	15	0	0	51	292
3-Dec	186	36	28	0	0	52	302
4-Dec	185	38	13	0	0	53	289
5-Dec	185	41	10	0	0	52	286
6-Dec	188	41	10	0	0	52	291
7-Dec	186	41	3	0	0	52	282

#13, 945

FILED FOR RECORD
at 11:15 o'clock 2 M

INDEMNITY AGREEMENT

STATE OF TEXAS §

COUNTY OF HUNT §

DEC 08 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

Comes now **Hunt County, Texas**, by and through its Commissioners Court ("THE COUNTY") and **Plains Pipelines, L.P.** ("PLAINS"), and make this Indemnity Agreement governing the installation of a Crude Oil Pipeline by Plains, and in support of the same, the parties make the following agreements and covenants:

CONDITIONS: THE COUNTY agrees to permit PLAINS, at PLAIN'S own expense, to construct one (1) Crude Oil Pipeline routed across Hunt County (See "Exhibit A - Project Documents Provided by PLAINS") so long as PLAINS agrees to the following conditions:

PLAINS will cross the roads at a safe depth and will maintain and repair any damages caused by PLAINS to the County's Roads used by PLAINS to access this project to the condition that existed prior to construction, normal use excepted.

PLAINS will only use boring methods on the road and will not use cutting methods on the road.

PLAINS AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY LIABILITY OR DAMAGES THE COUNTY MAY SUFFER AS THE RESULT OF ANY USE, MAINTENANCE, PLACEMENT, NEGLIGENCE, OR FAILURE ON THE PART OF PLAINS OR THE CRUDE OIL PIPELINE, WHICH COULD RESULT IN CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE COUNTY ARISING OUT OF THE SUBJECT OF THIS CONTRACT.

PLAINS agrees to pay \$50,000.00 into escrow as security for potential construction costs to repair any damage caused by PLAINS to the County roads used to access this project to the condition that existed prior to construction, normal use excepted. THE COUNTY agrees to refund any unused funds to PLAINS no later than three (3) months after construction is completed.

VENUE FOR INDEMNITY AGREEMENT: This Indemnity Agreement is performable in Hunt County, Texas, and the proper venue for any judicial action is Hunt County.

DURATION OF INDEMNITY AGREEMENT: The provisions, covenants, conditions and indemnities contained in this Indemnity Agreement shall survive the term of PLAINS or other persons' entry onto the Property.

CAPACITY: By signing this Indemnity Agreement, each party represents and warrants that such party (a) has had ample opportunity to read this Indemnity Agreement and have done so; (b)

fully understands and voluntarily agree to each term of the Indemnity Agreement; (c) has the authority to sign this Indemnity Agreement; (d) is under no duress or requirement to sign this Indemnity Agreement; and (e) has the mental competency to understand and enter into this Indemnity Agreement.

SIGNED AND ENTERED INTO on this the 23 day of November, 2015.

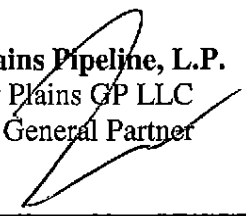
Hunt County, Texas

Plains Pipeline, L.P.
By Plains GP LLC
Its General Partner



John Horn

Judge, Hunt County, Texas
For and on behalf of Hunt County, TX



By: George N. Polydoros, Jr.
Title: Vice President

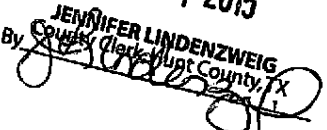
FILED FOR RECORD
at 10:30 o'clock A M
DEC 14 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

Exhibit A – Project Documents Provided by PLAINS

13,945

INDEMNITY AGREEMENT

FILED FOR RECORD
at 11:15 a'clock 9 M
DEC 08 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

STATE OF TEXAS §

COUNTY OF HUNT §

Comes now **Hunt County, Texas**, by and through its Commissioners Court ("THE COUNTY") and **Plains Pipelines, L.P.** ("PLAINS"), and make this Indemnity Agreement governing the installation of a Crude Oil Pipeline by Plains, and in support of the same, the parties make the following agreements and covenants:

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PLAINS will cross the roads at a safe depth and will maintain and repair any damages caused by PLAINS during the construction of said pipeline.

PLAINS AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY LIABILITY OR DAMAGES THE COUNTY MAY SUFFER AS THE RESULT OF ANY USE, MAINTENANCE, PLACEMENT, NEGLIGENCE, OR FAILURE ON THE PART OF PLAINS OR THE CRUDE OIL PIPELINE, WHICH COULD RESULT IN CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE COUNTY ARISING OUT OF THE SUBJECT OF THIS CONTRACT.

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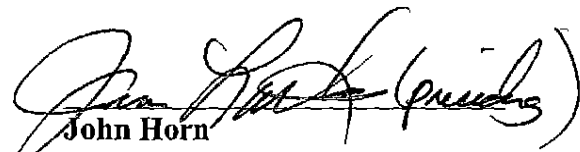
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SIGNED AND ENTERED INTO on this the 8 day of December, 2015.

Hunt County, Texas


John Horn
Judge, Hunt County, Texas
For and on behalf of Hunt County, TX

Plains Pipeline, L.P.
By Plains GP LLC
Its General Partner

By: George N. Polydoros, Jr.
Title: Vice President

Exhibit A – Project Documents Provided by PLAINS

#13, 945

FILED FOR RECORD
at 11:15 o'clock 2 M

INDEMNITY AGREEMENT

STATE OF TEXAS §

COUNTY OF HUNT §

DEC 08 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

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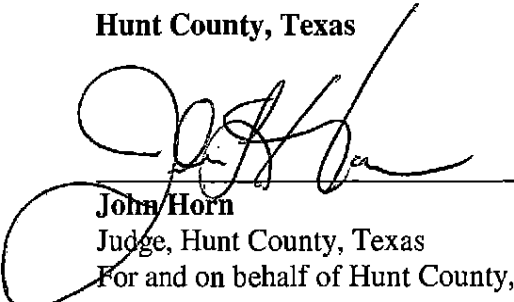
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SIGNED AND ENTERED INTO on this the 23 day of November, 2015.

Hunt County, Texas

Plains Pipeline, L.P.
By Plains GP LLC
Its General Partner



John Horn
Judge, Hunt County, Texas
For and on behalf of Hunt County, TX

By: George N. Polydoros, Jr.
Title: Vice President

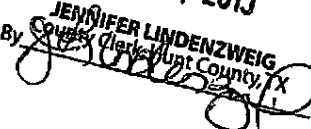
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County Clerk, Hunt County, TX
By: 

Exhibit A – Project Documents Provided by PLAINS