

JUN 09 2020

JENNIFER LINDENZWEIG

FILED FOR RECORD o'clock

LEASE AGREEMENT

This Agreement of Lease ("Lease") is effective as of July 18, 2020, although not necessarily executed on such date, by and between Phase 11 Investments, LP, 2633 McKinney Ave., Suite 130-510, Dallas, TX 75204 ("Landlord") and The County of Hunt Pct 2, 2500 Lee Street Greenville, TX 75403 ("Tenant").

Leased Premises: Approximately 2 acres out of 82 acres in Caddo Mills, TX (Hunt County) located 1/4 mile west of the intersection of FM 36 on the South Service Road of I-30.

Term: The term of this Lease is for one year, commencing on July 18, 2021. The Tenant shall have the option to renew this lease for a one (1) year period upon the mutual agreement of both the Landlord and the Tenant. The Landlord reserves the right to terminate the lease with a 30 day written notice to the Tenant. Any unused annual rent will be prorated and returned to the Tenant.

Rent: Tenant will pay Landlord annual rent of \$1,800 payable on the date of execution of this agreement.

Use: Tenant shall use the Leased Premises exclusively for Stock Pile Land. Tenant shall not make any other use of the property, or install any improvements, without the Landlord's written consent. Tenant shall not dump any garbage, waste, or debris on the premises and will keep it in clean condition. Tenant cannot sublet the property without the Landlord's consent.

Termination: Upon termination of this Lease, Tenant shall deliver to Landlord the Leased Premises in as good a condition as of the effective date of this Lease.

Addresses: All notices and rent shall be mailed to landlord at the following address:

Name:

Phase 11 Investments

Address:

2633 McKinney Ave., Suite 130-510

Dallas, TX 75204

Phone:

214-405-3507

Fax:

214-853-5621

All notices shall be mailed to tenant at the following address:

Name:

Hunt County, Texas Pct 2

Address:

PO Box 1097

Greenville, TX 75403

Phone:

903-408-4195

Fax:

903-408-4298

Landlord is not responsible for any damage, loss or injury that results from the Tenant, Tenants agents, employees or contractors while using the property. Tenant agrees to indemnify and hold harmless Landlord from claims arising from any damage, loss or injury and from any loss, expense or liability, including attorney's fees.

LANDLORD:

TENANT:

Phase 11 Investments, LP

Hunt County, Texas Pct 2

Randall Schwimmer

Randall Schwimmer, President and Chief Manager

Bobby W. Stovall

Tex Minn LLC, it's General Partner

Hunt County Judge



#16,164(2)

Proposal

Proposal Date:	5/24/20	Project Name:	Hunt Cospation No.
Submitted To:	Hunt County Auditor's Office	Project Address:	2500 Stonewall Clark INDEAN
Street Address:	P.O. Box 1097	Unit, Floor, Bldg. #:	ONDE CONTRACTOR
City, State, Zip	Greenville, TX 75403	Project City, State, Zip:	Greenville, TX 75403
Attention:	Cheryl Lowry	E-mail Address:	clowry@huntcounty.net
Telephone:	(903) 408-4148	Fax:	(903) 408-4242

We hereby submit specification and estimates for :

Effective Date: May 24, 2020- May 23,2021.

Price for the annual fire sprinkler inspection at the above referenced location. Our price includes all visual and Mechanical inspection of the fire sprinkler system. Any labor or material necessary to maintain compliance will be in addition to the price listed below. Labor is figure for normal working hours (Mon-Fri, 7:00am - 3:30pm).

Scope of work: Annual inspection of (1) fire pump, (1) 6" back flow preventer, (8) floors, Fire Alarm system

- We will do the annual inspection of the fire extinguishers while on site at "no charge" as a courtesy.
- 6 and 12 year fire extinguisher inspection are not included.

Owners Responsibilities

- Owner/Occupant to notify 3rd party monitoring and disable alarms prior to start of work.
 Owner/Occupant to protect or prepare all work areas.
 Owner/Occupant to provide access to all areas pertaining to work.

Specifically Excluded from Proposal

Any electrical work, remodel taxes, removal and/or replacement of ceiling tiles, any raising/lowering/relocating of existing pipe for other trades, bonds, adequate water supply, painting, system monitoring, drain down fees, demo due to other trades, flex heads, center of tile, fire alarms, integrity of existing sprinkler system, protection for eaves/overhangs, combustible areas, concealed sprinklers, fire caulking, 6 and 12 fire extinguisher inspection, any work not specified in scope of work

We Propose her	reby to furnish material and labor - Complete in accordance with above specifications, for the sum of
\$ 1,800.00	One Thousand Eight Hundred Dollars
	plus applicoble taxes
	If nontaxoble please provide tax exempt certificate with signed proposal
NOTE This	s proposal may be withdrawn by Mutual Sprinklers, Inc. if not accepted within 30 days of the proposal date.
omount must be poid in full.	LY os the work progresses to the value of One Hundred Percent (100%) of all work complete and material on job site. The entire , within thirty (30) days after completion of work. All material guaranteed to be as specified. All work to be completed in a g to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon

written orders and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Owner is required to carry fire, tornado and other necessary insurance. Our Workers are fully covered by Workmen's Compensation Insurance.

ocal Submitted Rv. Mickey Bryan

lickey.bryan@afpgusa.us	
*****PROPOSAL/ TERMS & CON	DITIONS ACCEPTANCE*****
D-111	
Printed Name (Required)	E-mail Address (Required)
Bobby W. Stovall	

Signature (Required)

6-4-3020

NOTE This proposal may be withdrawn by Mutual Sprinklers, Inc

TERMS AND CONDITIONS

The Work Authorization, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

- This Agreement is for work performed on this Work Authorization only. If Customer wants Mutual Sprinklers (The Company) to make any additional repairs, alterations or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties.
- 2. The Company does not know and does not represent whether the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient or unsuitable for the Property. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.
 - 3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.
- 4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES OR LIABILITIES, OF ANY KIND, RESULTING FROM OR IN ANY MANNER RELATED TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK), AND ALL ACTIVITIES RELATED THERETO, OR OCCURRING OR RESULTING FROM THE USE BY THE COMPANY OR ITS AGENTS OR EMPLOYEES OF MATERIALS, EQUIPMENT, INSTRUMENTALITIES OR OTHER PROPERTY, WHETHER THE SAME BE OWNED BY THE CUSTOMER, THE COMPANY OR THIRD PARTIES, EXCEPT FOR AND TO THE EXTENT OF CLAIMS AND LIABILITIES ARISING SOLEY OUT OF THE COMPANY'S NEGLIGENT ACTS OR OMISSIONS BUT SUBJECT TO THE LIMITATION IN PARAGRAPH 5. a. BELOW. CUSTOMER SHALL INDEMNIFY COMPANY FOR COMPANY'S LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH. CUSTOMER FURTHER AGREES TO OBTAIN MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH AND, UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.
 - IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY
 LANGUAGE APPLIES:
 - CUSTOMER AGREES THAT THE LIABILITY OF COMPANY, IT'S OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANY, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS AND VENDORS TO CUSTOMERS AND OR OTHER OCCUPANTS OR VISITORS OF THE PROPERTY, ARISING OUT OF THE COMPANY'S NEGLIGENT ACTS OR OMISSIONS, SHALL BE LIMITED TO THE LESSER OF \$ 10,000.00 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, EXPENSES, LEGAL FEES AND ALL DAMAGES OR LOSSES OF ANY NATURE, SUSTAINED BY CUSTOMER, CONTRACTOR OR SUBCONTRACTOR, OR ANY OTHER PARTY CLAIMING BY OR THROUGH THEM. THIS LIMITATION DOES NOT APPLY TO CLAIMS OF INTENTIONAL, WILLFUL OR WANTON ACTS.
- 6. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE SHALL BE OBTAINED BY THE CUSTOMER AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES TO BE RENDERED AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY AND THE PROPERTY OF OTHERS LOCATED ON THE PREMISES. CUSTOMER AGREES TO LOOK EXCLUSIVELY TO THE CUSTOMER'S INSURANCE TO RECOVER FOR INJURY OR DAMAGE IN THE EVENT OF ANY LOSS OR INJURY AND THE CUSTOMER RELEASES AND WAIVES ALL RIGHT OF RECOVERY AGAINST COMPANY ARISING BY WAY OF SUBROGATION.
- 7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas of landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection.
 - 8. This Agreement may not be assigned by Customer without the written consent of the Company.
 - 9. Neither party shall be liable to the other for indirect, incidental, consequential or punitive damages arising out of the work.
 - 10. If payment for work provided in this Agreement is not received by the Company within 30 days from Customer's receipt of an invoice for the work, Customer shall pay interest at the rate of 8% per annum on all past due sums, together with all costs of collection, including attorney's fees.
 - 11. This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by a written instrument signed by both parties.



#16.164(3) **Quotation Order Page**

	Billing Information		Sales Office Information	
Customer ID	HUCC	Sales Representative	Evan Granato	
Billing Name	Hunt County District Clerk	Sales/Seller ID	SA06 TO CONTRECORD	
Billing Address	PO Box 1437	Sales Manager	DLG IIII	
City, State, Zip	Greenville, Texas 75403	Manager Review Date	JON DO	1
Contact Name	Susan Spradling	Sales Office Address	12813 Wetmore Rd. JENAN 2020	
Primary Phone #	903-408-4172	City, State, Zip	12813 Wetmore Rd. San Antonio, TX 782479	
QUOTE DATE	5/29/20	Sales Office Phone #	210-490-9156	
Billing Preference		Sales Office Fax #		
FAX#		Sales Rep E-mail	evan@starstek.com	
E-mail Address	spradlings@huntcounty.net	Channel		
	Stars Information Solutions		Stars Information Solutions	
		Quote Type	e-ImageData ScanPro 3000	

Part Number	Include	Item No.	Quantity	Description of Products or Ser	vices	Unit Price	Extended Price
9863007		1	1	ScanPro 3000 Fiche and 16mm/35mm roll film, 26 MP pixel shifting camer 105 X Optical Zoom Magnification, combination fiche/aperture card & UCX carrier, AUTO-Scan software, 3-year factory warranty.		\$9,975.00	\$9,975.00
TECH		2	1	Installation & Training		\$495.00	\$495.0
		3	1	Annual Software Support		\$695.00	\$695.0
				Purchase Includes:			
				3 year manufacturer's warranty			
				Lifetime warranty on illumination lamp			
	-				92-1-		
-							
					Estima	ted Shipping	\$75.0
						SUB TOTAL Sales Tax	\$11,240.00

IMPORTANT - READ CAREFULLY - This quote is valid for 60 days. The above prices are subject to change without notice. Please verify the above prices prior to issuing any purchase order. Shipping costs are an estimate only and will be invoiced at actual cost.















TOTAL

\$11,240.00

By signature below I certify that I am authorized to approve the estimated cost for the products or services quoted above and realize that the above quantities and extended totals may only be estimates. Actual quantities will be billed at the quoted prices above once the project or installation of products is complete. Further, I authorize Stars Information Solutions to begin installation or order products and/or services quoted above.

Revised 01/2019





DATE: May 19, 2020 QUOTE #:257048-01

HUNT COUNTY PCT 1

ATTN AUDITOR

Brent Pemberton 817.219.6187

ERIC EVANS 2500 LEE ST STE 203 GREENVILLE, TEXAS 75401-4213BRX418

One (1) New Caterpillar Inc Model: 299D XHP Compact Track Loader

\$87,416

\$35,136

\$870

\$4,987

\$128,409

299D XHP XE Land Management Machine w/ 80" Bucket

Raptor Mower Installed Forks Carriage 48"

Grapple Bucket 80"

TOTAL PRICE

QUOTE THROUGH SOURCEWELL CONTRACT 032119 - Member 20642

WARRANTY

Standard Warranty:

24 Month/2000 Hour Total Machine Limited Warranty

Extended Warranty:

60 MO/3000 HR POWERTRAIN + HYDRAULICS (\$1,940...INCLUDED IN TOTAL PRICE)

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
299D3 XE COMPACT TRACK LOADER	512-4300
CAB PACKAGE, ULTRA	577-2335
FAN,COOLING, DEMAND, REVERSING	579-8782
DOOR, CAB, POLYCARBONATE	539-8061
RADIO, AM/FM, BLUETOOTH	345-6180
LIGHTS, LED	495-1671
RUBBER BELT, 2 SPD, TF IDLERS	512-3929
DEBRIS MANAGEMENT PKG, (DM2)	512-3479
TRACK,RUBBER,400MM(15.7IN)BLCK	389-7673
FILM, SELF LEVEL, ANSI	435-9238
REAR LIGHTS	356-6082
SEAT BELT, 2"	542-6994
QUICK COUPLER, MANUAL	345-4910
FILM, RIDE CONTROL, ANSI	422-3445
PRODUCT LINK, CELLULAR PL243	566-7115
BUCKET-GP, 80", BOCE	279-5377
CARRIAGE, 46", FORKS, 48", SSL	353-1697
BUCKET-INDUTRIAL GRAPPLE 80" BOCE	217-6230
Eterra Raptor Mower for XHP HIGH FLOW	INCLUDED

STANDARD EQUIPMENT

POWERTRAIN

Cat C3.8 turbo aftercooled diesel engine -Gross horsepower per SAE J1349

110 hp (82 kW) @ 2400 RPM

-Electric fuel priming pump

-Air inlet heater starting aid

-Liquid cooled, direct injection

Air cleaner, dual element, radial seal

S-O-S sampling valve, hydraulic oil

UNDERCARRIAGE

Triple flange idler - front and rear

Suspension - independent torsion axle(4)

HYDRAULICS

High flow: 40 gpm (150 lpm) max High flow Pressure: 4061 psi

28000 kPa max Continuous flow

Hydraulics, proportional

Worktool harness

STARTERS, BATTERIES, & ALTERNATORS

1000 CCA heavy duty battery w/disconnect

ELECTRICAL

12 Volt electrical system

100 ampere alternator

Ignition key start / stop / aux switch

Lights:

-Gauge backlighting

-Two rear tail lights

-Dome light

Backup alarm

Electrical outlet, beacon

OPERATOR ENVIRONMENT

Operator warning system indicators:

- -Air filter restriction
- -Alternator output
- -Armrest raised / operator out of seat
- -Engine coolarıl temperature
- -Engine oil pressure
- -Air inlet heater activation
- -Hydraulic filter restriction
- -Hydraulic oil temperature
- -Park brake engages
- -Engine emission system

Gauges: DEF level, fuel level,

hour meter and tac hometer

Storage compartment with netting

-Hydrostatic transmission disables

-Parking brake engages

ROPS, Cab, enclosed (C3), tilt up:

-Air conditioner incl heater/defroster

- -Side windows
- -Cup holder

FOPS, Level I

Top and rear windows

Deluxe headliner

Floormat

Interior rear view mirror

12V Electric socket

D- Hor

Hand (dial) & foot throttle, electronic

and water separator Radiator/hydraulic oil cooler (side-by-side) Spring applied, hydraulically released, wet multi disc parking brakes Hydrostatic transmission

Filter, cartridge type, hydraulic

Filters, canister type, fuel

Two speed travel with ride control

CONTROLS:

Electro/hydraulic implement control

Electro/hydraulic hydrostatic

Transmission control

Speed Sensor Guarding

Seat, comfort, air suspension, cloth, heat

- -High back heated seat with recline
- -Lumbar support
- -Fully adjustable seat mounted controls

Ergonomic contoured armrest Control interlock system, when operator leaves seat or armrest raised :

-Hydraulic system disables

FRAMES

Lift linkage, vertical path Chassis, one piece welded Machine tie down points (6) Belly pan cleanout

OTHER STANDARD EQUIPMENT

Engine enclosure - lockable
Extended life antifreeze (-37C, -34F)
Work tool coupler
Hydraulic oil level sight gauge
Radiator coolant level sight gauge
Radiator expansion bottle
Cat ToughGuard TM hose

Dual direction electronic self level (raise and lower)
Work tool return to dig
Work tool positioner
Electronic snubbing (lift)
Advanced LCD display
-Full color 5 inch LCD screen
-Advanced anti-theft security system
with 50 user code capability
-Rear view camera

Support, lift arm
Cast rear bumper
Ventilated rear door with integrated sealing

Heavy duty quick disconnects with integrated pressure release Split d-ring to route work tool hoses along side of left lift arm Variable speed hydraulic cooling fan Per SAE J818-2007 and EN 474-3:2006 and ISO 14397-1:2007

#16.164(5)



DATE: May 19, 2020 QUOTE #:257093-02

FILED FOR RECORD

HUNT COUNTY PCT 1

ATTN AUDITOR

JUN 09 2020

ERIC EVANS 2500 LEE ST STE 203 GREENVILLE, TEXAS 75401-4213 **Brent Pemberton** 817.219.6187

One (1) New Caterpillar Inc Model: M314 Excavator with all standard equipment in addition to the additional specifications listed below:

NO HYDRAULIC THUMB on this quote

SALE PRICE

\$231,290

QUOTE THROUGH SOURCEWELL CONTRACT 032119 - Member 20642

WARRANTY

Standard Warranty:

12 Month/Unlimited Hours Total Machine

Extended Warranty:

60 MO/5000 HR POWERTRAIN + HYDRAULICS

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
//314 07A WHEEL EXCAVATOR	513-3437
IO CAT GRADE	553-8758
OOM, VA	513-3455
UTOLUBE, VA	523-6362
TICK,8'2"	513-7790
NKAGE, BKT, A-LUBE	564-9288
C, BLADE R FRONT/OUT REAR	495-8973
IO FENDERS	517-0002
IRES, MITAS 10.00-20 DUAL	474-7221
C CONTROL, PG, VA	561-2744
UX HYD, HP1 & MP, JS, VA	566-1070
O PUMP, REFUELING	539-9550
AB, DELUXE, 70/30	491-9770
ETWORK MANAGER, STD	555-7286
/IRING, PRODUCT LINK	583-3846
AMERA, REAR & RH VIEW	528-4867
IRRORS, VA	525-2938
OUNTERWEIGHT	580-1658
YDRAULIC OIL, MINERAL	517-6831

DESCRIPTION	REF.#
AUTOLUBE, STICK 8'2"	523-6363
LINES, 2ND HPF, STICK 8'2"	535-6885
LINES, MPF, STICK 8' 2"	535-6888
LINES, QC, STICK 8' 2"	559-6099
CONTROLLER, HCR/RC/JS	520-7563
SENSOR, GRADE /SB /RC	528-6146
ALARM, TRAVEL	581-3651
BEACON, CAB	567-0427
LIGHTS, CHASSIS	583-3840
PEDAL, HAMMER	527-7970
GUARD, FALLING OBJECT (FOGS)	578-9808
RADIO MODULE, PL243 CELL FOGS	589-2285
PACKING -SEA/TRUCK MISC.MATER.	0G-3565
COMMON ARRANGEMENT	495-8963
CYLINDERS, VA, LCV, RC	575-9879
NO SMARTBOOM, LCV	523-6364
BKT GD 36" 0.81YD3 315	552-8150
TIP, GENERAL DUTY ADVANSYS	505-4086
PIN GROUP, SPARE	172-8473
JOYSTICK, 2-SLIDER	539-9003
BUCKET- Ditch Clean , 60" 0.84YD3 (TILTING)	510-6687
LINES, CONNECTOR, DCT BUCKET	513-7228
COUPLER, PG W/O PINS 316 (HYDRAULIC)	391-4347
KIT, HYDRAULIC CONVERSION (For Pingrabber)	490-7057
LINES, CONNECTOR, PIN GRABBER	493-4062

STANDARD EQUIPMENT

POWERTRAIN

One-touch low idle with automatic engine speed control
Automatic engine idle shutdown
Work up to 3000 m (9,842 ft) above sea level without engine power de-rating
52C (125F) high-ambient cooling

UNDERCARRIAGE

All wheel drive Automatic brake/axle lock Creeper speed Electronic swing and travel lock capacity
Cold starting capability for -18C (0F)
Double element air filter with
integrated precleaner
Electric fuel priming pump
Biodiesel capability up to B20

braking force Oscillating front axle, lockable, with remote greasing point Two-piece drive shaft Heavy-duty axles, advanced disc brake system and travel motor, adjustable

Two speed hydrostatic transmission

HYDRAULICS

Overload warning
Electronic main control valve
Auto hydraulic oil warm up
Element type main hydraulic filter
Heavy lift mode

Separate dedicated swing pump Automatic swing brake Adjustable hydraulic aggresiveness Pattern changer

ELECTRICAL

LED lights on boom and cab Programmable time-delay LED working lights Roading and indicator lights, front and rear

Maintenance free batteries

Centralized electrical disconnect switch

TECHNOLOGY PRODUCTS

Cat Product Link TM Remote Flash capability

SAFETY AND SECURITY

emote Flash capability

Wide angle mirrors Neutral lever (lock out) for all controls Ground-level accessible secondary engine shutoff switch in cab Bluetooth receiver Anti-skid plate and countersunk bolts on service platform

Remote Troubleshoot capability