

RESOLUTION # 11,535

FILED FOR RECORD
COUNTY CLERK HUNT CO. TX
10 MAY 25 PM 4:01
BY: DEPUTY CLERK

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT
CONCURRING WITH THE RECOMMENDED HIGHWAY ROUTE
DESIGNATIONS FOR US 380, BU 380J, AND FM 36 SET FORTH BY THE
TEXAS DEPARTMENT OF TRANSPORTATION.**

WHEREAS, The Texas Department of Transportation (hereinafter "TXDOT") has constructed a new location for US 380 in Hunt County; and,

WHEREAS, it is necessary to re-designate portions of US 380, BU 380J, and FM 36 in accordance with the new construction.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of the County of Hunt that:

- SECTION 1. Old BU 380 J be removed from the State system and become property of Hunt County for control, jurisdiction, and maintenance.
- SECTION 2. FM 36 be removed from the State system from the old portion of US 380 to the new portion of US 380 and become the property of Hunt County for control, jurisdiction, and maintenance.
- SECTION 3. The old portion of US 380 that served as a concurrent route of FM 36 be re-designated as BU 380J.
- SECTION 4. The new portion of US 380 be added to the State system and making FM 36 concurrent with the new portion of US 380.

PASSED AND APPROVED this 10th day of May, 2010.

[Signature]
Judge John L. Horn

[Signature]
Commissioner Kenneth Thornton

[Signature]
Commissioner Larry Middlebrooks

[Signature]
Commissioner Ralph Green

[Signature]
Commissioner Jim Latham



Attest: Linda Green, County Clerk

19

11, 540

Commissioners Court Agenda
 May 24th, 2010
Tax Foreclosure Property Sales

FILED FOR RECORD
 at 11:10 o'clock PM
 MAY 25 2010

By J. Linda Brooks
 County Clerk, Hunt County, Texas

Consider and approve the sale of the following Judgment properties for the taxes and cost owed or appraised value of the property.

- PID# 45742 GHT vs. Qita Brown TAX 18,678 'Struck Off' on Sheriff Sale on 11/3/09
Sold for: \$856.41
 Sold to: Kenneth R. Petty 512 Broken Arrow Pass West Tawakoni, TX 75474 214-232-1327

- PID# 86692 GHT vs. Billy Mounger TAX 18,720 "Struck Off" at Sheriff Sale on 11/3/09
Sold for: \$4,101.98
 Sold to: Cathy Schulte 606 Sanger St. Celeste, TX 75423 903-568-4761

- PID# 42091 GHT vs. Villaine Corp. TAX 18,462 "Struck Off" at Sheriff Sale on 8/5/08
SOLD for \$ 760.22
 SOLD TO: D & P Lots, L.P. - PO Box 870 - Lancaster, TX 75146 214) 686-6806

- PID# 117245 GHT vs. O'Dell Neal TAX 18,675 "Struck Off" at Sheriff's Sales on 4/6/10
Sold for \$5,830.07
 Sold to: Jack Hassenteufel PO Box 663 Royse City, TX 75189 469-231-1076

- PID# 49805 GHT vs. Quita Brown TAX 18,678 "Struck Off" at Sheriff's Sales on 11/3/09
Sold for \$1,378.62
 Sold to: April Wasilew and David Baker 9979 Brinwood Dr. Wills Point, TX 75169 903-456-8378

Once deeds have been approved, signed and notarized please return them back to me for processing.

Kaye Abbott

Director of Special Collections
 & Systems Administrator
 Hunt County Tax Office
 903/ 408-4025
 kaye@hctax.info



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2010

PRODUCER (210) 829-7634 FAX: (210) 829-7636

Kaliff Insurance
P.O. Box 171225

San Antonio TX 78217-8225

INSURED
Hunt County Fair
1213 Walnut Street

Greenville TX 75401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Certain Underwriters @ Lloyds

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MKL00140	5/15/2010	5/15/2011	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				MED EXP (Any one person) \$ Excl
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				PERSONAL & ADV INJURY \$ 1,000,000
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				GENERAL AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
					WC STATU-TORY LIMITS OTH-ER
					E.I. EACH ACCIDENT \$
					E.I. DISEASE - EA EMPLOYEE \$
					E.I. DISEASE - POLICY LIMIT \$

FILED FOR RECORD
at 4:10 o'clock P M
MAY 25 2010
By County Clerk, Hunt County, Tex
LINDA BROOKS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hunt County
c/o Purchasing Department
PO BOX 1097
Greenville, TX 75403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mitchell Kaliff/NANCY *Mitchell H. Kaliff*

11, 545

LEASE AGREEMENT

This Agreement of Lease ("Lease") is effective as of June 15, 2010, although not necessarily executed on such date, by and between Phase 11 Investments, LP 6101 Long Prairie Road, Suite 744-173, Flower Mound, TX 75028 ("Landlord") and The County of Hunt Pct 2, 2500 Lee Street Greenville, TX 75403 ("Tenant").

Leased Premises: Approximately 2 acres out of 96 acres in Caddo Mills, TX (Hunt County) located ¼ 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 June 15, 2010. 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.

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: 6101 Long Prairie Road
Suite 744-173
Flower Mound, TX 75028
Phone: RKS Group Real Estate: 940-455-2691
Fax: 214-853-5621

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

Name: Hunt County, Texas Pct 2
Address: PO Box 1097
Greenville, TX 75403
~~XXXXXXXXXXXX~~
Phone: 903-408-4195
Fax: 903-408-4298

MAY 25 2010

LINDA BROOKS
County Clerk, Hunt County, Tex.
By: [Signature]

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:
Phase 11 Investments, LP

Kim Schwimmer, President and Chief Manager
TM 11, LLC, it's General Partner

TENANT:
Hunt County, Texas Pct 2

John L. Horn
Hunt County Judge

[Handwritten Signature]
ATTEST
LINDA BROOKS, COUNTY CLERK
HUNT COUNTY, TEXAS
6-2-2010
[Handwritten Signature]



Fuelman of DFW
 P.O. Box 1260
 Fort Worth, TX 76101-1260
 Phone: (817) 838-0123 • Fax: (817) 222-3456
 creditservices@fuelmandfw.com

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 at 4/22/2010 P M.
 MAY 25 2010

ACCOUNT AGREEMENT

LINDA BROOKS
 County Clerk, Hunt County, Tex.

Terms and Agreement

This Account Agreement ("Agreement") is subject to all appropriate laws, rules, and regulations of both the U.S. and the State of Texas, and is subject to the following special terms and conditions. Fuelman of DFW (FM) reserves the right to change the terms and conditions at anytime with prior notice being given to Customer.

1. All payments are due in thirty (30) days.
2. Monthly billing for all purchases made the previous month.
3. Select a delivery method of weekly reports and invoice. You may only choose one method:
 Web Access Email (not applicable if you are Web Access) *And* Mail

Fuel pricing will be calculated on a "cost plus" formula. "Cost Plus" is defined as the OPIS rack and brand information assigned to the network location, plus all state and federal fees/ taxes, plus freight, plus Fuelman standard administration charges that are currently \$.13 per gallon for regular unleaded gasoline and \$.13 for diesel. This administration charge provides weekly settlement to merchants, all transaction costs, standard data retrieval and report generation delivered electronically and supplies necessary for account maintenance. Fuelman reserves the right to increase or decrease such administrative charges from time to time depending on market factors, interest rates, inflation, etc.

Customer understands that FM is a service company providing customers with electronic purchase and credit authorization, transaction processing, and management reporting services. Customer will be entitled to all the privileges of a FM customer and may purchase fuel and any other goods or services, as authorized by FM, at participating FM locations throughout the United States.

Customer agrees that if Customer defaults in the timely payment of any invoiced amounts, past due amounts will be in interest from the past due date, as reflected on the FM billing statement, at the rate of one and one-half percent (1½%) per month from and after the due date and, if placed in the hands of an attorney or other third party for collection, FM will ask the court to award all attorneys' and other collection fees, court costs, and filing fees as part of any judgment. Nothing herein will allow for the collection of interest in violation of any state or federal laws and any amount charged or collected in excess of the allowable limits will be credited to the balance of this account or, if the account has been paid in full, refunded to Customer. Any disputed charges must be identified by Customer within 60-days of original invoice date. After 60-days, all charges are considered valid.

If Customer asks for a copy of any historic information pertaining to its account, Customer agrees to pay Fuelman's then-current retrieval/research fee that is computed on a per-hour basis with a two hour minimum for any report/data retrieval services.

To ensure effective communication among your Fleet Manager, your Accounts Payable Representative, and FM, provide the requested contact information. Up-to-date information about your account will be communicated through these channels. If your account becomes past due or exceeds the assigned credit limit, the listed individual may be notified electronically to avoid a disruption in service. Upon approval of your FM account, a test notice will be sent to each of the contacts. Please contact FM customer service if any of this information changes, such as a new Accounts Payable or Fleet Manager contacts.

Customer agrees to the terms and provisions of this Agreement as set forth herein. Customer further agrees that, upon receipt of FM access cards and personal identification numbers (PINs), Customer will verify that the Customer's census of persons designated to acquire fuel on the Customer's account is correct and complete. Moreover, Customer agrees to designate one or more persons that are authorized to make changes and will notify FM in writing of the name(s) of such authorized person(s) and of any and all authorized changes in vehicles or personnel approved to acquire fuel for use by Customer's fleet. Customer also agrees to keep current its information on the designated and authorized personnel who may interact with FM regarding Customer's account.

Agreed to and accepted this 21st day of May, 2010.

Company: Hunt County Effective July 15, 2010 thru July 14, 2011

Signature: [Signature] Printed Name: John L. Howard

Title: Hunt County Clerk Date: May 24, 2010

ATTEST
 LINDA BROOKS, COUNTY CLERK
 HUNT COUNTY, TEXAS
L. Brooks