



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaliff Insurance P.O. Box 171225 San Antonio TX 78217-8225		CONTACT NAME: Nancy Rodriguez PHONE (A/C No. Ext.): (210) 829-7634 FAX (A/C No.): (210) 829-7636 E-MAIL ADDRESS: nancy@kaliff.com	
INSURED Hunt County Fair PO BOX 1403 Greenville TX 75403-1403		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1451513094 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		MKL01307	5/15/2014	5/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ ----- PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FILED FOR RECORD
 at 11:30 o'clock A M
MAY 27 2014
 By **JENNIFER LINDENZWEIG**
 County Clerk, Hunt County, Tex

CERTIFICATE HOLDER cblue@huntcounty.net Hunt County c/o Purchasing Department PO BOX 1097 Greenville, TX 75403-1097	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mitchell Kaliff/NANCY <i>Mitchell H. Kaliff</i>
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HUNT COUNTY

BID AWARD

RFB #116-14

Vehicle Oil/Filter Change and Wash

Effective June 1, 2014 through May 31, 2015

#13,173

FILED FOR RECORD
at 11:30 o'clock A M

MAY 27 2014

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tex.

SERVICE REQUIRED	VENDOR			
	E-Z Oil Change & Lube	Kwik-Kar Lube & Tune	Southwest Buick/GMC	Valvoline Express Care
Sedan Oil Change 5 qt w/ filter	\$36.95	No Bid	No Bid	\$31.88
Pick-Up Oil Change 5 qt w/ filter	\$36.95	No Bid	No Bid	\$31.88
Diesel Pick-up w/ filter	\$78.00 (up to 10 qts)	No Bid	No Bid	\$54.92
Diesel Pick-up 9 qt w/ filter		No Bid	No Bid	\$72.92
Diesel Pick-up 10 qts w/ filter		No Bid	No Bid	\$77.42
Diesel Pick-up 14 qt w/ filter		No Bid	No Bid	\$94.97
Van Oil Change 5 qt w/ filter	\$36.95	No Bid	No Bid	\$31.88
Synthetic Oil* & Filter Change (*GM Vehicles that require Dexox Blend)	\$51.95	No Bid	No Bid	\$58.72
Charge for additional quarts of oil	\$4.50	No Bid	No Bid	\$4.50
Charge for additional quarts of Syn. Oil 5/30 blend & 0/20 blend	\$7.00 / \$8.00			
Special Filter Charge on 2012 & up (GM & Doga Vans)	N/A	No Bid	No Bid	\$2.00
Filter Charge on Ford 6.0 Diesel		No Bid	No Bid	\$10.00
Discount on small parts	N/A	No Bid	No Bid	10%
Basic Car Wash Sedans	No Bid	No Bid	No Bid	\$6.00
Basic Car Wash Pick-Ups	No Bid	No Bid	No Bid	\$6.00
Basic Car Wash Vans	No Bid	No Bid	No Bid	\$6.00

The Purchaing Department recommends award to Valvoline Express Care the lowest and best bidder

#13,174

FILED FOR RECORD
at 1:30 o'clock A M

MAY 27 2014

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.

HUNT COUNTY ROAD MILEAGE ACCEPTED BY COMMISSIONER'S COURT

PCT.	Dirt	Rock	Oil Sand	Seal Coat	TOTAL
1	\$ 59.537	\$ 124.615	\$ 50.669	\$ 1.160	\$ 235.981
2	\$ 47.434	\$ 130.714	\$ 56.024	\$ 65.344	\$ 299.516
3	\$ 22.907	\$ 104.106	\$ 105.313	\$ 19.381	\$ 251.707
4	\$ 90.367	\$ 100.071	\$ 104.514	\$ 0.500	\$ 295.452
TOTAL	\$ 220.245	\$ 459.506	\$ 316.520	\$ 86.385	\$ 1,082.656

Accepted this 27th day of May, 2014.

[Handwritten Signature]

John L. Horn, County Judge

[Handwritten Signature]

Commissioner Evans

[Handwritten Signature]

Commissioner Martin

[Handwritten Signature]

Commissioner Atkins

[Handwritten Signature]

Commissioner Latham

Attest *[Handwritten Signature]* County Clerk
Jennifer Lindenweig



#13,175

Lake Tawakoni Planning & Zoning Commission

FILED FOR RECORD
at 11:30 o'clock A M

County Judge Appointees

Larry Parre
903-268-6165 – cell
2079 Northshore Rd.
Quinlan, TX 75474
rhellapare38@yahoo.com
office@laketawakonichamber.org

Ben Baker
972-672-2066 - cell
2178 CR 2296
Quinlan, TX 75474
Benjbaker60@gmail.com

Ben Bennett
903-413-0117 - cell
903-447-3341 – home
604 Broken Arrow Pass
Quinlan, TX 75474
rockinbz@aol.com

Mayor Brock (Quinlan) Appointee

Karen Houston
469-867-9511 – cell
3907 CR 2546
Quinlan, TX 75474
khoustonplace@aol.com

Mayor Moore (Hawk Cove) Appointee

Cloy Richards (designee for Mayor Moore
512-567-4309 – cell of Hawk Cove)
cloy@grantworks.net

Mayor Travers (W. Tawakoni) Appointee

Carol Solomon
469-628-9238 – cell
903-356-3116 – wk
1049 Shoreline Dr.
W. Tawakoni, TX 75474
carol_solomon@verizon.net

Precinct 2 Appointee

Dwayne Hall
309 Haralson
W. Tawakoni, TX 75474
903-441-3212
wtcode.hall@yahoo.com

Precinct 3 Appointee

Earnest Upchurch
P.O. Box 1706
721 Mays Lane
Quinlan, TX 75474
903-268-5331
earnest.upchurch@century21.com

MAY 27 2014
JENNIFER LINDENZWEG
By County Clerk, Tarrant County, TX.
Jennifer Lindenzweg

STATE OF TEXAS

COUNTY OF HUNT

13,176

FILED FOR RECORD
at 1:30 o'clock A M
MAY 27 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By [Signature]

LEASE AGREEMENT

THIS LEASE AND AGREEMENT is made and entered in to this 27 day of MAY, 2014, by and between the county of Hunt, a legal subdivision of the State of Texas, through the Hunt County Commissioners, referred to in this lease as Lessor, and Hunt County Fair Association, Inc., a Texas Non-Profit Corporation, referred to in this lease as Lessee.

Article I.

In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Premises known as the Hunt County Fairgrounds, in Hunt County, Texas, and more particularly described in the area plat and legal description shown in Attachment "A" to this lease. These Premises are referred to in this lease as "the Premises" or "the Leased Premises."

Lessee is TO HAVE AND TO HOLD the Leased Premises, together with all rights, privileges, easements, appurtenance, and immunities belonging to or in any way appertaining to the Leased Premises, including, but not limited to, any and all easements, rights, title, and privileges of Lessor, existing now or in existence at any time during the lease term, in, to, or under adjacent streets, sidewalks, alleys, party walls, and property contiguous to the Leased Premises and reversions which may latter accrue to Lessor as owner of the Leased Premises of the closing of any street, sidewalk, or alley.

Article II.

This lease shall have the following terms:

1. The initial term of this lease shall begin on the date of the execution hereof 5/27/2014, and last for a period of twenty (20) years, ending 2034.
2. Thereafter, and without demand for renewal or other notice of any kind or character for extension, the term shall be renewed and extended automatically upon all the same conditions, covenants and terms herein established, commencing 5/27/2014, and ending the following _____, and for like dates there after annually for a period of ten (10) years, subject however, to the earlier termination privileges provided in paragraph (3) below or as otherwise set forth in this lease.

3. This lease may be terminated by either party here to upon such condition that the party desiring to terminate the lease give written notice to the other of its intent to so terminate ninety (90) days prior to _____ of any annual period provided for in paragraph (2) above.
4. If this lease has not been terminated at the end of the tenth annual period provided for in paragraph (2) above, Lessee shall have the option to extend this lease for a further, term of ten (10) annual periods thereafter, upon the same conditions, covenants and terms here on established, provided Lessee shall give to Lessor written notice of its election to take such extension ninety (90) days prior to the expiration of the final annual period of the primary term as set forth in paragraph (2) above.
5. Time of notice of intent to terminate is of the essence.

Article III.

Lessee agrees to pay to the Lessor through the Hunt County Auditor's Office the sum of ONE AND NO/100THS DOLLAR (\$1.00) per year before the 30th day of June of each year of the lease as rent for the use and occupancy of the Leased Premises.

Article IV.

Lessee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the Leased Premises throughout the term of this lease, including any connection fees.

Article V.

Lessee shall have the right to use the Leased Premises for any lawful purposes. In this comlection, and without detracting from the fore going, it is understood and agreed that the primary purpose for which the Leased Premises have been leased and hired is for the development and promotion of the Hunt County Fair.

Lessee agrees not to use all or part of the Leased Premises or any building situated upon the Leased Premises for any use or purpose in violation of any valid and applicable law, regulation, or ordinance of the United States of Texas, or Hunt County, or other lawful authority having jurisdiction over the Leased Premises; provided, however , that there shall be no violation by Lessee of this provision unless and until Lessor has notified Lessee, in writing, specifying the alleged violations and the Lessee has refused to take any action to correct the illegal action.

Article IV.

At all times during the term of this lease, Lessee will keep and maintain, or cause to be kept and maintained, all buildings and improvements which may be erected on the Premises, at

the present or in the future, in a good state of appearance and repair, reasonable wear and tear excepted, at Lessee's own expense.

In the event any building covered by this lease or improvement constructed on the leased Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of such damage or destruction, Lessee shall, within 180 days from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so that the building shall be restored to substantially the condition was in prior to the happening of the casualty; provided, however, that if commencement, or completion of this restoration is prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations or interference, fire or other casualty, or any other reason beyond the control of Lessee, whether similar to any of those enumerated or not, the time for commencing or completing, or both, of the restoration will automatically be extended for the period of each such delay.

Article VII.

Lessee shall not cause or permit any mechanic's liens or other liens to be filed against the Leased Premises or against Lessee's leasehold interest in the land or any buildings or improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the Lessee or to anyone holding the Leased Premises or any part of them through or under Lessee. If such a mechanic's lien or materialman's lien is recorded against the Leased Premises, Lessee shall either cause the same to be removed or, if Lessee in good faith desires to contest the lien, take timely action to do so, at Lessee's sole expense. If Lessee contests the lien, Lessee agrees to indemnify Lessor and hold Lessor harmless from all liability for damages occasioned by the lien or the lien contest and shall, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed prior to the execution of the judgment.

Article VIII.

Lessee shall have the right at any time and from time to time, during the term of this lease, to erect, to maintain, repair alter, remodel, reconstruct, rebuild, replace buildings and other improvements on the Leased Premises, and correct and change the contour or the Leased Premises, SUBJECT to the following general conditions:

1. The cost of any such work shall be born and paid for by Lessee.
2. The Leased Premises shall at all times be kept free of mechanic's and materialman's liens.
3. Any substantial change, modification, relocation, or alteration of any permanent structure not including restoration, repair, and upkeep, must be submitted in writing and approved

by the Hunt County Commissioner Court at least thirty (30) days prior to the planned change, modification, relocation, or alteration.

4. Prior approval of Lessor is required before any major water, gas, sewage, electrical, or other utility line may be moved, relocated, altered, modified, or extended.
5. Any construction of new building upon the Leased Premises must be approved by the Lessor. Any reasons for non-approval must be submitted in writing to the Lessee within fourteen (14) days by the Lessor, otherwise such construction shall be deemed approved.
6. No trees are to be removed without approval of Lessor; this does not include necessary trimming and pruning.
7. Any temporary buildings, structures, or facilities erected, constructed, or established on the Leased Premises shall be removed after no longer than one hundred eighty (180) days from the date of construction or erection or then they will be considered permanent.
8. The provisions of this Article VIII, (a) thru (g) expressly do not apply to third party buildings, structures or facilities. All third-party buildings shall be clearly identified with the owner's name and address.

Any and all buildings, improvements, additions, alterations, and fixtures, except furniture and trade fixtures, constructed, placed or maintained in any part of the Leased Premises during the lease term shall be considered part of the real property of the Premises and shall remain on the Premises and become the property of Lessor on termination of this lease.

Lessee shall have the right, at anytime during Lessee's occupancy of the Leased Premises, or within a reasonable time thereafter, to remove any and all furniture, machinery, equipment, or other trade fixtures, owned or placed by Lessee, its subleases or license, in, under, or on the Leased Premises, or acquired by Lessee, whether before or during the lease term, but prior to the termination of the lease Lessee must repair any damage to any buildings or improvements on the Premises resulting from their removal. Any such items which are not removed by the termination date of the lease, or within 45 days thereafter, shall become the property of Lessor as of that date.

Article IX.

At all times during the term of this lease, Lessee shall keep all buildings and other improvements located or being constructed on the Leased Premises insured against loss or damage by fire, and lightning, vandalism and criminal mischief with extended coverage endorsement or its equivalent. This insurance shall be carried by insurance companies authorized to transact business in Texas and selected by Lessee. The insurance shall be paid for by Lessee and shall be in amounts not less than the fair insurable value of the buildings and other

improvements. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and shall be used for repair and restoration purposes.

At all times during the term of this lease, Lessee shall provide and keep in force during the term of this lease, liability insurance covering Lessor and Lessee for liability for property damage and personal injury. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Lessee and approved by Lessor, and shall be paid for by Lessee. The insurance provided pursuant to this section shall be in an amount sufficient to fully indemnify and save Lessor and Lessee harmless from any loss by reason of such damage. This insurance shall fully protect Lessor and Lessee against liability to any employees or servants of Lessee and to any other person or persons, including guests, patrons and invitees of Lessee, whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the Leased Premises.

Lessee agrees to obtain and maintain, to the extent reasonably procurable, construction liability insurance at all times when demolition excavation or construction work is in progress on the Premises. This insurance shall be carried by insurance companies authorized to transact business in the State of Texas, selected by Lessee and shall be paid for by Lessee. The insurance shall be in an amount sufficient to save and hold Lessor and Lessee harmless from any loss by reason of such liability, and injury and shall protect Lessor and Lessee, as well as any other person or persons Lessee may designate, against all liability for injury or damage to any person or property in any way arising out of demolition, excavation, or construction work on the Premises.

Lessee shall furnish Lessor with certificates of all insurance required by this article. Lessee agrees that if it does not keep insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates of insurance with fifteen (15) days after this notice, Lessor may, at its option, take out and/or pay the premiums on the insurance needed to fulfill Lessee's obligation under demand from Lessor, Lessee agrees and shall reimburse Lessor the full amount of any insurance premiums and costs of obtaining insurance on the Leased Premises paid by Lessor pursuant to this Article.

Lessee shall be liable for any loss, damage, or injury of any kind or character, other than that caused or at the fault of Lessor, to any person or property arising from its use of the Leased Premises, or any part of the Leased Premises, or caused by any defect in any building, structure, improvement, equipment, facility on the Leased Premises or caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or from any accident, fire, or other casualty on the land, or occasioned by the failure of Lessee to maintain the Premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any such loss, damage, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

Article X.

Lessee may assign its leasehold estate in its entirety or any portion of it with the prior written approval of Lessor, which approval shall not be unreasonably withheld. Lessee may sublet the Leased Premises or any portion of them or any portion of any building or other improvement erected on the Premises, at any time and from time to time so long as use by subtenant is consistent with this lease. No sublease shall be made in excess of ninety (90) days without consent of Lessor. It is agreed that each such transfer, assignment, or sublease shall be subject to the obligations to Lessor as set forth in this lease, and shall not release Lessee of Lessee's obligations under this lease.

Article XI.

Should Lessee default in the performance of any covenant, condition, or agreement in this lease, and not correct the default within thirty (30) days after receipt of written notice from Lessor to Lessee, Lessor may declare this lease, and all rights and interest created by it, to be terminated. Upon Lessor's electing to terminate, this lease shall cease and come to an end as if the day of Lessor's election were the day originally fixed in the lease for its expiration. Upon such termination, Lessor may resume possession of the Premises. Any termination of this lease as provided in this Article shall not relieve Lessee from any claim for damages then or previously accruing against Lessee under this lease, and any such termination shall not prevent Lessor from enforcing any remedy provided for by law, or from recovering damages from Lessee for any default under the lease. All rights, options, and remedies of Lessor contained in this lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this lease. No waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this lease. The exercise by Lessor of any remedy shall not affect the existence of subleases which were entered into with Lessee in accordance with the terms of this lease and which cover any portion of the Leased Premises.

Article XII.

Lessor hereby represents and warrants that it is the owner in fee simple absolute of the Leased Premises, subject only to the following covenants, conditions, restrictions, easements, and other matters of record.

Lessor covenants and agrees that as long as Lessee pays the rent and other charges as provided in this lease and observes and keeps the covenants, conditions, and terms of this lease, Lessee shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this lease without hindrance or molestation by Lessor or any person claiming under Lessor, except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

Article XIII.

Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter on the Leased Premises for the purposes of inspection, determining whether Lessee is in compliance with the terms of this lease, maintaining, repairing, or altering the Premises.

The relationship between Lessor and Lessee at all times shall remain solely that of landlord and tenant and not be deemed a partnership or a joint venture.

It is expressly understood and agreed that if the curing of any default, other than failure to pay rent or insurance premiums, on the performance of any other covenant, agreement, obligation, or undertaking contained in this lease is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or other casualty, or other circumstances beyond Lessee's control or beyond the control of the party obligated or permitted under the terms of this lease to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, each party so delayed shall be excused from doing or performing the same during the period of delay.

Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a Receiver shall affect this lease so long as Lessee and Lessor or their respective successors or legal representatives continue to perform all covenants of this lease.

No waiver by either party of any default or breach of any covenant, condition or stipulation contained in this lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this lease.

If Lessor sells or transfers all or part of the Leased Premises and as a part of the transactions assigns its interest as Lessor in and to this lease, then from and after the effective date of the sale, assignment, or transfer, Lessor shall have no further liability under this lease to Lessee, except as to matters of liability which has accrued and are unsatisfied as of that date, it being intended that the covenants and obligations of Lessor contained in this lease shall be binding on Lessor and its successor and assigns only during and in respect of their respective successive periods of ownership of the fee.

If more than one Lessee or Lessor is named under this lease, the obligation of all such Lessees or Lessors shall be, and is, joint and several.

Article XIV.

Lessee shall be entitled to receive all rents and revenues generated by its use or sub-letting of the Premises and exercise of rights granted by this lease to Lessee.

Article XV.

All rents or other sums, notices, demands, or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or at the time of mailing.

All payments, notices, demands, or requests from Lessor to Lessee shall be given or mailed to Lessor at Hunt County Commissioners Court, P.O. Box 1097, Greenville, Texas 75401 or at such other address as requested by Lessee.

This agreement shall be binding upon and inure to the benefit of the parties to the lease and their respective legal representatives, successors, and assigns.

This agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this lease are performable in Hunt County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the lease, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the lease.

This agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease.

No amendment, modification, or alteration of the terms of this lease shall be binding unless it is in writing, dated subsequent to the date of this lease, and duly executed by the parties to this lease.

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this lease are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

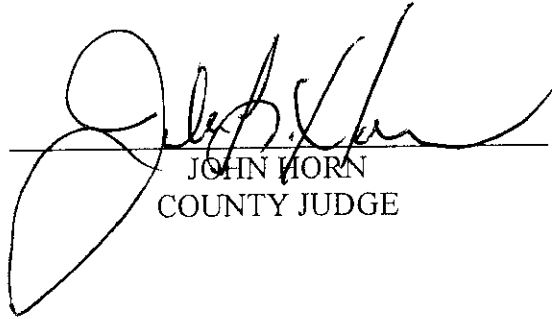
If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the lease.

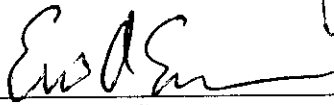
Time is of the essence of this agreement.

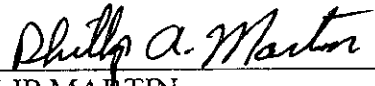
Lessor agrees that it will from time to time and at any reasonable time execute and deliver to Lessee other and further instruments and assurances as Lessee may reasonably request, approving, ratifying, and confirming this lease and the leasehold estate created by this lease and certifying that the lease is in full force and effect and that no default under the lease on the part of Lessee exists, except that if any such instrument each such default.

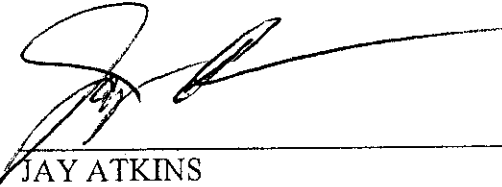
THIS LEASE has been executed in duplicate on the date and year first above written.

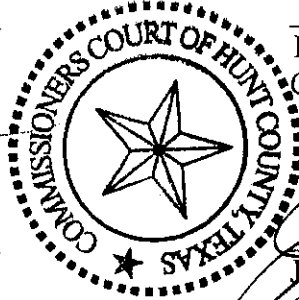
LESSOR:



JOHN HORN
COUNTY JUDGE


ERIC EVANS
COMMISSIONER PRECINCT I

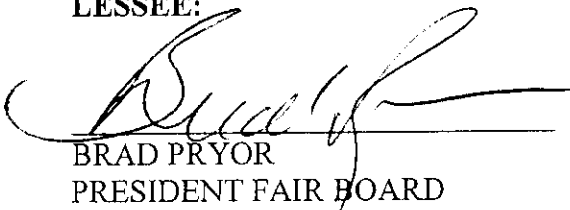

PHILLIP MARTIN
COMMISSIONER PRECINCT III

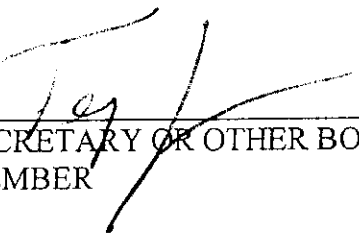

JAY ATKINS
COMMISSIONER PRECINCT II




JIM LATHAM
COMMISSIONER PRECINCT IV

LESSEE:


BRAD PRYOR
PRESIDENT FAIR BOARD


SECRETARY OR OTHER BOARD
MEMBER

ATTACHMENT A
Property Description

Per the aerial photo shown below, this lease incorporates all property bounded by the following:

Land Mark Locators:

North – County Road 3302

East – FM 1570

South – FM 1570

West – Fence and Permanent Power Lines

Parcel ID:

108656

Geo ID:

0296-0060-0000-41

Legal Description:

A0296 ESSARY ANDREW, TRACT 6, ACRES 122.65, (HUNT COUNTY FAIR GROUNDS)

Legal Acreage:

122.65



FILED FOR RECORD
at 11:30 o'clock A.M.
MAY 27 2014
By County Clerk, Hunt County, Tex.
JENNIFER LINDENZWEIG

RESOLUTION # 13,177

A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING NOTICE THAT COUNTY WILL CONSIDER PARTICIPATING IN TAX ABATEMENT WITH OVERKILL PROPERTIES LTD, PURSUANT TO CHAPTER 312 OF THE TEXAS TAX CODE.

WHEREAS, Texas Tax Code Chapter 312 allows Hunt County to adopt a tax abatement with Overkill Properties Ltd.; and

WHEREAS, the Hunt County Commissioners find that a tax abatement with certain guidelines and criteria will attract and/or retain desirable commercial enterprises in Hunt County with the result that existing jobs will remain in the County and new jobs will be created in the County; and

WHEREAS, a tax abatement with Overkill Properties Ltd. provides a valuable economic tool for use by the County and others interested in supporting and creating jobs in Hunt County; and

WHEREAS, the Hunt County Commissioners find that a tax abatement with Overkill Properties Ltd. is in the public interest and will contribute to the economic development of the County; and

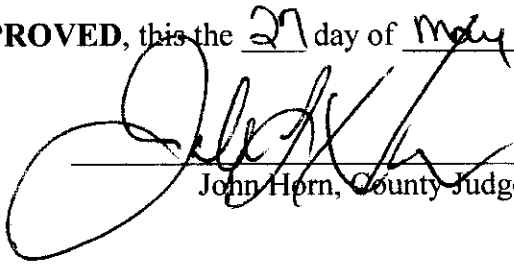
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

SECTION 1. That the Commissioners Court of Hunt County, Texas duly convened and acting in its capacity as the governing body of Hunt County, hereby elects to participate in tax abatement with Overkill Properties Ltd, pursuant to Chapter 312 of the Texas Tax Code;

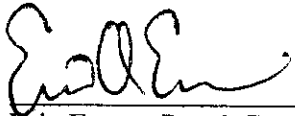
SECTION 2. That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the Hunt County Commissioners Court of the County of Hunt, Texas, hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 3. This Ordinance shall be in full force and effect from and after May 27, 2014.

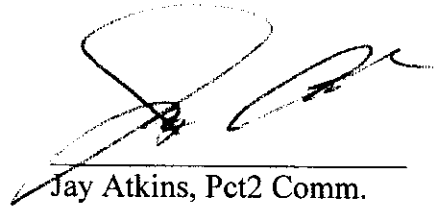
PASSED AND APPROVED, this the 27 day of May, 2014



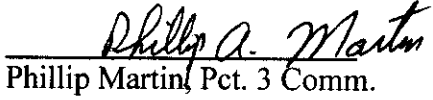
John Horn, County Judge



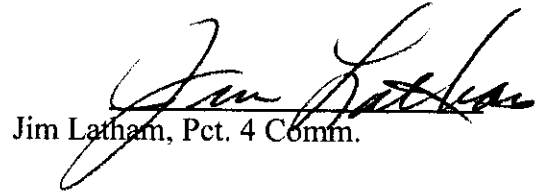
Eric Evans, Pct. 1 Comm.



Jay Atkins, Pct2 Comm.

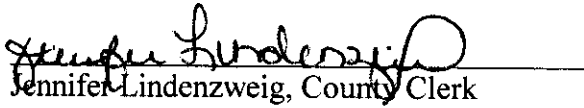


Phillip Martin, Pct. 3 Comm.



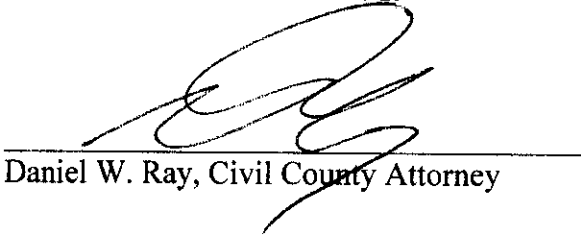
Jim Latham, Pct. 4 Comm.

ATTEST:

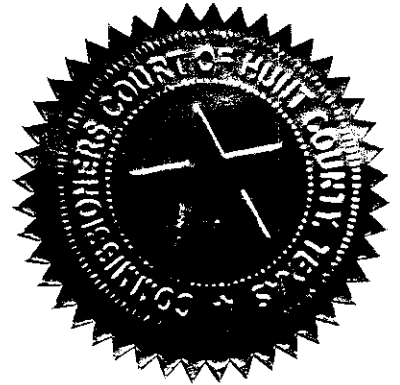


Jennifer Lindenzweig, County Clerk

APPROVED AS TO FORM:



Daniel W. Ray, Civil County Attorney



RESOLUTION # 13,178

FILED FOR RECORD
at 11:30 o'clock A.M.
MAY 27 2014
By JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX.

A RESOLUTION OF THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS, AUTHORIZING NOTICE THAT COUNTY WILL CONSIDER DESIGNATING PROPERTY AT 6725 E. FM 1570, GREENVILLE, TEXAS AS A REINVESTMENT ZONE FOR PURPOSES OF TAX ABATEMENT, PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE.

WHEREAS, Texas Tax Code Chapter 311 allows Hunt County to designate a contiguous geographic area in the county as a reinvestment zone to promote the development or redevelopment of the area.

WHEREAS, the Hunt County Commissioners find that a reinvestment zone with certain guidelines and criteria will attract and/or retain desirable commercial enterprises in Hunt County with the result that existing jobs will remain in the County and new jobs will be created in the County; and

WHEREAS, reinvestment zones provide a valuable economic tool for use by the County and others interested in supporting and creating jobs in Hunt County;

WHEREAS, the Hunt County Commissioners find that a reinvestment zone is in the public interest and will contribute to the economic development of the County;

WHEREAS, the Hunt County Commissioners wish to designate as a reinvestment zone the following property:

BEING a tract or parcel of land situated in Hunt County, Texas, being part of the Mary Morris Survey, Abstract No. 649, being the 55.097 acres described in the deed from Doyle L. Crites and wife, Evelyn M. Crites, to Donald Ray Shuman recorded in Volume 97, Page 346, Real Property Records of Hunt County, and being more particularly described on Exhibit "A" attached hereto and incorporated herein as if set forth at length.

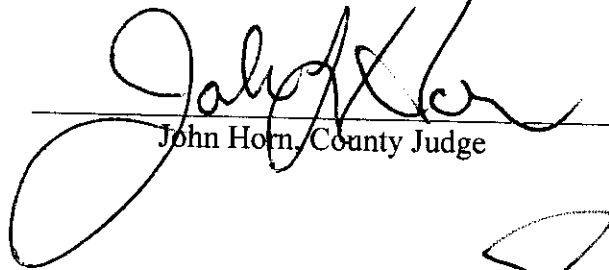
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS COURT OF HUNT COUNTY, TEXAS:

SECTION 1. That the Commissioners Court of Hunt County, Texas duly convened and acting in its capacity as the governing body of Hunt County, hereby elects to participate designate property at 6725 E. FM 1570, Greenville, Texas as a Reinvestment Zone for purposes of tax abatement, pursuant to Chapter 311 of the Texas Tax Code;


SECTION 2. That if any section, provision, subsection, paragraph, sentence, clause, phrase, or word in this Resolution or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions of this Resolution, and the Hunt County Commissioners Court of the County of Hunt, Texas, hereby declares it would have enacted such remaining portions, despite such invalidity.

SECTION 3. This Ordinance shall be in full force and effect from and after May 27, 2014.


PASSED AND APPROVED, this the 27 day of May, 2014



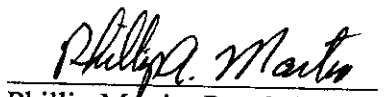
John Horn, County Judge



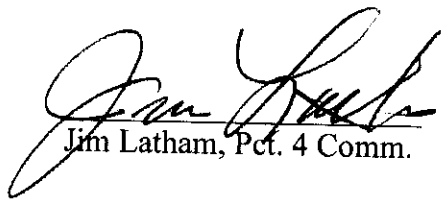
Eric Evans, Pct. 1 Comm.



Jay Atkins, Pct. 2 Comm.

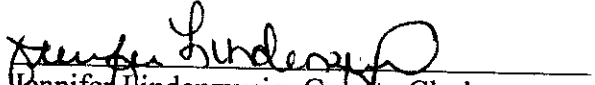


Phillip Martin, Pct. 3 Comm.

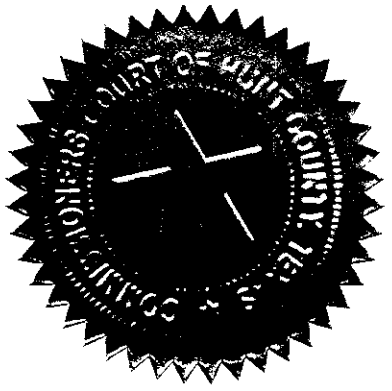


Jim Latham, Pct. 4 Comm.


ATTEST:



Jennifer Lindenzweig, County Clerk



APPROVED AS TO FORM:



Daniel W. Ray, Civil County Attorney

#13,179

TAX ABATEMENT AGREEMENT

FILED FOR RECORD
at 11:30 o'clock A M
MAY 27 2014
By **JENNIFER LINDENZWEIG**
County Clerk, Hunt County, Tex.

THE STATE OF TEXAS ,
,
COUNTY OF HUNT ,

This Tax Abatement Agreement (hereinafter referred to as the (“Agreement”) is made and entered into by and between the **Hunt County**, Texas (“Governmental Unit”) and Overkill Properties, LTD, (“Owner”) the owner of taxable real property in Hunt County, Texas (“Property”).

WHEREAS, the Hunt County, Texas has designated certain property as a Reinvestment Zone within the County and located at 6725 E. FM 1570, Greenville, Texas; and

WHEREAS, Owner is the owner of certain real property located at 6725 E. FM 1570 in Greenville, Texas; and

WHEREAS, Owner intends to locate their new facility on such property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended (“Act”), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

1. “Abatement” means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
2. “Added Value” means the increase in the assessed value of the Eligible Property as a result of “expansion” or “modernization” of an existing facility or construction of a “new facility”. It does not mean or include “deferred maintenance”.
3. “Base Year Value” means the assessed value of the eligible property as certified by the Hunt County Appraisal District on January 1, 2014 preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, 2014, but before the execution of this Agreement.

4. “Eligible Property” means the abatement may be extended to the value of buildings, structures, and site improvements, installed, constructed, or added between January 1, 2014 and January 1, 2015 plus that office space and related fixed improvements necessary to the operation and administration of the facility.
5. “Facility” means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
6. “Improvements” means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
7. “Ineligible Property” means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
8. “Community Entities” means the Greenville 4A Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and any other similar organization within the City of Greenville, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
9. “Completion Agreement” means the Agreement by and between Greenville 4A Economic Development Corporation, the Board of Development of the City of Greenville, Texas and Overkill Properties LTD, containing agreements with respect to the Property and the Facility.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

III. PROPERTY

The property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit as more fully described in Exhibit “A” attached hereto and made a part hereof. Said property is located within an authorized zone for tax

abatement.

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2014, valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

Land and Improvement	\$	<u>227,360.00</u>
Machinery & Equipment	\$	<u>000.00</u>

The Parties incorporate such value into this Agreement but agree to adjust such value as may be necessary upon adoption of the tax rolls for January 1, 2014. This is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2014, and for which abatement is sought and not otherwise reflected on the above valuation Property is referred to as "Eligible Property".

IV. TERM OF ABATEMENT AND AGREEMENT

Land and Improvement

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this agreement. The Abatement shall be effective with the January 1 valuation date effective January 1, 2015. The Abatement shall continue for ten (10) years, expiring as of December 31 of the 2025 tax year for eligible land and improvement value. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the tenth (10th) tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

V. TAXABILITY

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable;

- (4) The value of the personal property comprising the Property shall be fully taxable; and
- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Tax abatement schedule for ten (10) years of eligible appraised value of Real Property Investment and taxes shall be abated annually as follows:

	<u>Abatement</u>
Year One	50%
Year Two	50%
Year Three	50%
Year Four	50%
Year Five	50%
Year Six	50%
Year Seven	50%
Year Eight	50%
Year Nine	50%
Year Ten	50%

VII. CONTEMPLATED IMPROVEMENTS

Owner represents that it will construct a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit. All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Upon completion of the Project, the Reinvestment Advisory Committee shall review the Added Value, as determined by the Hunt County Appraisal District, as well as the number of additional permanent employees added to the project site. If the Added Value is less than Estimated Added Value have been added, the Reinvestment Advisory Committee may recommend to the Governmental Unit that the amount of Abatement be immediately adjusted or extinguished.

VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- 2) Certification of Compliance by Owner. Owner of the property shall certify annually, through a notarized statement to the governing body of each taxing unit that Owner is in compliance with each applicable term of this agreement.
- 3) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.
- 4) Delinquent Taxes. In the event that the that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit, determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee, shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value such that a lower percentage of Abatement is

applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

X. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking in to consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real

and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

X. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior written consent of the Governmental Unit, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee are indebted to the Governmental Unit for ad valorem taxes or other obligations.

XI. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:	Overkill Properties, LTD 1519 I-30 West Greenville, Texas 75402 Attention: David A. Norman
---------------	---

To the Governmental Unit(s)	Hunt County 2507 Lee Street Greenville, Texas 75401 Attention: Judge John Horn
-----------------------------	---

Either party may designate a different address by giving the other party ten (10) days written notice.

This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

Executed this the 27 day of May, 2014.

WITNESS:

GOVERNMENTAL UNIT:

Jennifer Lindenzweig
Jennifer Lindenzweig, County Clerk
Greenville, Texas



John Horn
John Horn, County Judge
Greenville, Texas

APPROVED AS TO FORM:

[Signature]
Daniel Ray, County Attorney
Hunt County
Greenville, Texas

WITNESS:

OWNER:

Emily Christiano
Name: Emily Christiano
Title: Receptionist

By: [Signature]
Name: Warren B. Weeks
Title: CFO

Exhibit A
Property Description

Located at 6725 E. FM 1570, Greenville, Texas in Hunt County. A0649-Morris Mary, Tract 1, Acres 55.178.

Exhibit B
Project Description

Project will be construction of national headquarters and a multi-use facility of approximately 74,000 sf on this property. At completion, this project will increase value of property to approximately \$7,400,000.00.

#13,180

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, April 2014

FILED FOR RECORD
at 11:30 o'clock A M
MAY 27 2014
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *[Signature]*

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: \$21,035,784.29**

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 22 day of April, 2014.

[Signature: Delores Shelton]
Delores Shelton, Hunt County Treasurer

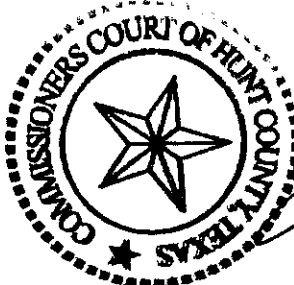
Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

[Signature: John L. Horn]
John L. Horn, Hunt County Judge

[Signature: Eric Evans]
Eric Evans, Pct #1

[Signature: Jay Atkins]
Jay Atkins, Commissioner, Pct 2

[Signature: Phillip A. Martin]
Phillip Martin, Commissioner, Pct #3



[Signature: Jim Latham]
Jim Latham, Pct 4

**Hunt County Treasurer
Monthly Report
April 2014**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	373,753.44	977,359.16	-2,409,865.91	1,400,000.00	341,246.69
10-Chase Investment	14,447,559.27	609.04	0.00	-1,400,000.00	13,048,168.31
10-Chase Retirement	164,904.88	4.59	0.00	0.00	164,909.47
10-TexPool Investment	1,046,114.73	28.90	0.00	0.00	1,046,143.63
10-TexStar Investment	216,772.87	6.77	0.00	0.00	216,779.64
10-InWood Nat'l Bank CD	549,834.67	350.23	0.00	0.00	550,184.90
10-TexPool Investment,Jail	581,464.18	16.02	0.00	0.00	581,480.20
10-General Fund Totals:	17,380,404.04	978,374.71	-2,409,865.91	0.00	15,948,912.84
20-Law Library	-21,077.49	38,780.00	-5,439.90		12,262.61
21-R&B #1	21,343.02	35,887.74	-75,401.86	40,000.00	21,828.90
21-R&B #1, TexPool Invest.	899,961.16	24.36	0.00	-40,000.00	859,985.52
21-R&B #1 Fund Totals:	921,304.18	35,912.10	-75,401.86	0.00	881,814.42
22-R&B #2	11,749.50	35,515.76	-63,179.32	40,000.00	24,085.94
22-R&B #2, TexPool Invest.	794,062.93	21.28	0.00	-40,000.00	754,084.21
22-R&B #2 Fund Totals:	805,812.43	35,537.04	-63,179.32	0.00	778,170.15
23-R&B #3	23,189.04	36,181.66	-114,519.13	80,000.00	24,851.57
23-R&B #3, TexPool Invest	740,223.31	19.44	0.00	-80,000.00	660,242.75
23-R&B #3 Fund Totals:	763,412.35	36,201.10	-114,519.13	0.00	685,094.32
24-R&B #4	3,680.11	35,573.14	-70,188.80	55,000.00	24,064.45
24-R&B #4, TexPool Invest	698,419.24	18.35	0.00	-55,000.00	643,437.59
24-R&B #4 Fund Totals:	702,099.35	35,591.49	-70,188.80	0.00	667,502.04
25-Health Private	70,757.30	3,151.46	-1,438.84		72,469.92
26-State Health Services	-24,830.35	31,171.69	-32,633.17		-26,291.83
27-Hunt County Grants	21,080.18	232.26	-10,197.98		11,114.46
68-JP, DDC Fee Fund	135,447.51	358.20	-24.16		135,781.55
71-DC Record Management	6,043.31	515.00	-12.98		6,545.33
70-Voter Admin 19	0.00	0.00	0.00		0.00
74-Elections Special	44,856.50	0.00	-1,668.05		43,188.45
75-CA-DWI	8,799.21	509.83	0.00		9,309.04
81-CC Rec Mgt Preservation	18,827.97	14,706.59	-1,991.35	0.00	31,543.21
81-CC Rec Mgt Pr. TexPool	386.02	0.00	0.00	0.00	386.02
81-CC RMP Fund Totals:	19,213.99	14,706.59	-1,991.35	0.00	31,929.23
82-Courthouse Security	280,838.32	3,001.55	-15,056.78		268,783.09
83-Justice Court Sec.	75,759.45	247.72	-332.51		75,674.66

**Hunt County Treasurer
Monthly Report
April 2014**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	29,094.73	685.00	0.00		29,779.73
85-Co & District Court Tech	7,611.58	251.64	-595.00		7,268.22
86-County Record Preserva	47,063.72	1,090.00	0.00		48,153.72
87-Justice Court Technolog	149,652.02	995.58	-591.91		150,055.69
88-County Clerk Archive	20,346.97	12,070.00	0.00		32,416.97
89-County Record Mgt Pres	20,197.04	2,836.47	-4,433.63		18,599.88
91-LEOSE	29,699.88	0.00	-360.00		29,339.88
95-Juv Prob. Center Fund	492,251.02	3,780.00	-101,223.74		394,807.28
96-Juv Prob "A-Z" Grant	157,883.40	55,948.88	-49,665.75		164,166.53
97-Juv Prob Title IV E Fund	9,548.02	22.12	-1,474.58	0.00	8,095.56
97-Juv Prob Title IV Texpoo	0.00	0.00	0.00	0.00	0.00
97-Juv Prob Fund Totals:	9,548.02	22.12	-1,474.58		8,095.56
50-Debt Service (I&S)	140,846.22	13,457.52	0.00	0.00	154,303.74
50-Debt Service TexPool Inv	332,514.51	9.15	0.00	0.00	332,523.66
50-Debt Service Fund Total:	473,360.73	13,466.67	0.00	0.00	486,827.40
61-Right of Way	260.59	0.00	0.00		260.59
61-Right of Way, TexPool Inv	63,750.82	1.74	0.00	0.00	63,752.56
61-Right of Way Fund Totals:	64,011.41	1.74	0.00		64,013.15
Total of Funds:	22,690,640.80	1,305,438.84	-2,960,295.35	0.00	21,035,784.29

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
Reserve State Comptroller*	906,351.00	-1,888.50	904,462.50	03/2054
2005 Refunding Bond	5,945,000.00	-895,000.00	5,050,000.00	09/30/2019
Reserve Compter Upgrade '08	2,493.87	0.00	2,493.87	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	24,051.97	0.00	24,051.97	05/14/2014
Pct 2 Reserve Reclaimer	16,914.55	-2,405.82	14,508.73	
Totals:	7,212,003.22	-899,294.32	6,312,708.90	

*1st pmt 4/2014-Sales Tax

Debt balance does not reflect interest due for balance of debt.

2014			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0273%	0.0303%	0.0700%	0.0500%	0.7500%
February			0.0283%	0.0318%	0.0700%	0.0500%	0.7500%
March			0.0299%	0.0400%	0.0700%	0.0500%	0.7500%
April			0.0336%	0.0379%	0.0500%	0.0300%	0.7500%

2013			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February			0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March			0.1047%	0.1125%	0.1500%	0.1500%	0.7500%
April			0.1022%	0.1038%	0.1500%	0.1500%	0.7500%
May			0.0715%	0.0723%	0.1500%	0.1500%	0.7500%
June			0.0576%	0.0614%	0.1500%	0.1500%	0.7500%
July			0.0531%	0.0487%	0.1500%	0.1500%	0.7500%
August			0.0437%	0.0474%	0.1500%	0.1500%	0.7500%
September			0.0394%	0.0390%	0.1500%	0.1500%	0.7500%
October			0.0498%	0.0434%	0.1200%	0.1200%	0.7500%
November			0.0446%	0.0405%	0.1200%	0.1200%	0.7500%
December			0.0372%	0.0357%	0.0700%	0.0500%	0.7500%
Average Rate:			0.0663%	0.0679%	0.1383%	0.1367%	0.7500%

2012			TexPool	Tex Star	Chase	InWood-CD
January			0.0875%	0.0902%	0.1500%	1.0000%
February			0.0903%	0.0986%	0.1500%	1.0000%
March			0.1150%	0.1148%	0.1500%	1.0000%
April			0.1110%	0.1098%	0.1500%	1.0000%
May			0.1246%	0.1273%	0.1500%	1.0000%
June			0.1395%	0.1379%	0.1500%	1.0000%
July			0.1316%	0.1359%	0.1500%	1.0000%
August			0.1313%	0.1326%	0.1500%	1.0000%
September			0.1572%	0.1574%	0.1500%	1.0000%
October			0.1657%	0.1746%	0.1500%	0.7500%
November			0.1564%	0.1720%	0.1500%	0.7500%
December			0.1506%	0.1647%	0.1500%	0.7500%
Average Rate:			0.1301%	0.1347%	0.1500%	0.9375%