

#15,590 (2)

LEASE AGREEMENT- AMENDMENT TO JUNE 15, 2018 LEASE

This Amendment of Lease ("Lease") that became effective June 15, 2018, 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").

Hereby extends the term of the lease from ending on June 15, 2019 to ending on July 16, 2019.

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

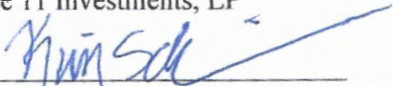
Phone: 903-408-4195
Fax: 903-408-4298

FILED FOR RECORD
at 1:30 o'clock P M
MAY 28 2019
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Lindenzweig

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:

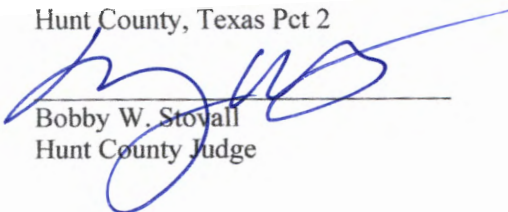
Phase 11 Investments, LP



Kim Schwimmer, President and Chief Manager
Tex Minn LLC, it's General Partner

TENANT:

Hunt County, Texas Pct 2



Bobby W. Stovall
Hunt County Judge

15,590(3)

Proposal

at 1:30 o'clock 9 M
FILED FOR RECORD
MAY 28 2019

Proposal Date:	5/9/19	Project Name:	Hunt County
Submitted To:	Hunt County Auditor's Office	Project Address:	2500 Stonewall
Street Address:	P.O. Box 1097	Unit, Floor, Bldg. #:	
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, 2019- May 23, 2020.

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 above.

We Propose hereby to furnish material and labor - Complete in accordance with above specifications, for the sum of

\$ 1,800.00

One Thousand Eight Hundred Dollars

plus applicable taxes

If nontaxable please provide tax exempt certificate with signed proposal

***NOTE* This proposal may be withdrawn by AFPG, Inc. if not accepted within 30 days of the proposal date.**

PAYMENT TO BE MADE MONTHLY as the work progresses to the value of One Hundred Percent (100%) of all work complete and material on job site. The entire amount must be paid in full, within thirty (30) days after completion of work. All material guaranteed to be as specified. All work to be completed in a workmanlike manner according 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.

Proposal Submitted By: **Mickey Bryan**

Mickey.bryan@afpgusa.us

*****PROPOSAL/ TERMS & CONDITIONS ACCEPTANCE*****

Bobby W. Stovall
Printed Name (Required)

E-mail Address (Required)

Signature *May 28, 2019*
***NOTE* This proposal may be withdrawn by AFPG, Inc**

TERMS AND CONDITIONS

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

1. This Agreement is for work performed on this Work Authorization only. If Customer wants AFPG (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 SOLELY 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.
5. IF THE ABOVE INDEMNIFICATION IS UNENFORCEABLE IN THE STATE IN WHICH THE WORK IS PERFORMED, THEN THE FOLLOWING LIMITED LIABILITY LANGUAGE APPLIES:
 - a. 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.



#15,590(5)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2019

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 have ADDITIONAL INSURED provisions or 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 2009 NW Military Hwy San Antonio TX 78213		CONTACT NAME: Sarah Lopezieo PHONE (A/C, No, Ext): (210) 829-7634 E-MAIL ADDRESS: sarah@kaliff.com FAX (A/C, No): (210) 829-7636	
		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyd's INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Hunt County Fair Association, Inc. DBA Hunt County Fair & Livestock Show PO BOX 1403 Greenville TX 75403-1403		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** CL1952021416 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 OTHER:			MKL03406	05/15/2019	05/15/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED AS RESPECTS TO INSURED'S OPERATIONS: Hunt County, A Political Subdivision of the State of Texas

FILED FOR RECORD
 at 1:30 o'clock P M
 MAY 28 2019
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By *J. Lindenzweig*

CERTIFICATE HOLDER Hunt County A Political Subdivision of the State of Texas	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 <i>Mitchell H. Kaliff</i>
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#15,590(4)



FILED FOR RECORD
at 10:18 o'clock 2 M
MAY 31 2019
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Lindenzweig

Certificate of Appointment for a Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

Commissioners Court for Hunt County
 Governing Body for the Municipality of _____
 Director, _____ Health Department
 Director, _____ Public Health District

I, [Signature], acting in my capacity as:

(Check the appropriate designation below)
 County Judge or Designee
 Mayor or Designee
 Non-physician and the Local Health Department Director
 Non-physician and the Public Health District Director

do hereby certify the physician, Gina Rushing, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),
 Health Authority
 Health Authority Designee
for the jurisdiction of Hunt County, Texas.

Date term of office begins May 24, 2019
Date term of office ends May 23, 2021, unless removed by law.
I certify to the above information on this the 30 day of May, 2019

[Signature]
Signature of Appointing Official



APPOINTMENT OF HEALTH AUTHORITY

General Instructions

The Texas Department of State Health Services (DSHS) provides support for the appointment of Health Authorities in Texas and maintains the database of appointments. Other DSHS responsibilities include coordination of training activities and availability of reference tools to ensure Health Authorities understand the roles and responsibilities of their office to serve their local communities.

Definition and Term of Office

In accordance with [Texas Health and Safety Code § 121.021](#), a Health Authority is a physician appointed to administer state and local laws relating to public health within the appointing body's jurisdiction. A Health Authority serves for a term of two years and may be appointed to successive terms.

Health authorities can be appointed by the following:

- Commissioners courts
- Governing bodies of municipalities
- Local health department directors who are not physicians
- Public health district directors who are not physicians

Duties

Under [Texas Health and Safety Code § 121.024](#), a Health Authority is a state officer when performing duties prescribed by state law. A Health Authority shall perform each duty necessary to implement and enforce a law to protect the public health or prescribed by DSHS. Duties include (1) establishing, maintaining, and enforcing quarantine in the Health Authority's jurisdiction; (2) aiding DSHS in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the Health Authority's jurisdiction; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the Health Authority's jurisdiction as prescribed by DSHS; (4) reporting on any subject on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

Required Forms

Each newly appointed Health Authority must file copies of three forms with the Regional Medical Director for the respective DSHS Health Service Region immediately after appointment to office:

1. **Statement of Appointed/Elected Officer:** Constitutional oath that the Health Authority did not give or promise any material, financial, or other reward in return for the appointment.
2. **Oath of Office:** Constitutional oath to execute the duties of the office of Health Authority.
3. **Certificate of Appointment.** Statutory certification from the appointing entity.

Questions

If you have questions regarding the Health Authority appointment process or about completing the forms, please contact your [DSHS Health Service Region office](#) or the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770. See links below for contact information:

[Texas Department of State Health Services Health Service Region Offices.](#) This site includes the information to locate the Regional Medical Director for the appropriate Health Service Region, including addresses, telephone numbers, FAX numbers, and maps of the DSHS Health Service Region Offices.

[Map of DSHS Health Service Regions.](#) This page provides a map showing the regional boundaries.



THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Gina Rushie do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Affiant's Signature

Printed Name

Position to Which Elected/Appointed

City and/or County

SWORN TO and subscribed before me by affiant on this 30 day of May 20 19



Amanda L. Blankenship
Signature of Person Authorized to Administer Oaths/Affidavits

Amanda L. Blankenship
Printed Name

Executive Administrative Assistant
Title



OATH OF OFFICE

For Health Authorities in the State of Texas

I, *Cina Rush*, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

5005 Live Oak 75102

Mailing Address

ZIP

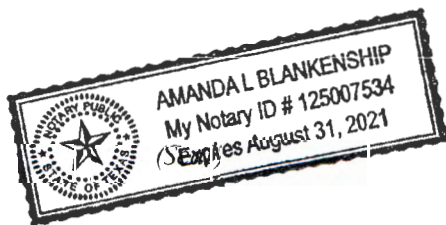
903 217 3709

(Area Code) Phone Number (day and evening)

beachdoc50@gmail.com

Email Address

SWORN TO and subscribed before me this 30 day of May, 2019



Amanda L. Blankenship
Signature of Person Administering Oath

Amanda L. Blankenship
Printed Name

Executive Administrative Assistant
Title