

A2

**ELLIS COUNTY INVESTMENT REPORT
2nd QUARTER 2014**

**Cheryl Chambers – Ellis County Treasurer
July 28, 2014**

Carol Bush, County Judge

Dennis Robinson, Commissioner Pct. 1

Bill Dodson, Commissioner Pct. 2

Paul Perry, Commissioner Pct. 3

Ron Brown, Commissioner Pct. 4

Table of Contents

| | |
|-------------------------------------|----|
| Summary | 1 |
| Month End Balances for all Entities | 2 |
| Investments Listed by Entity/Yield | 3 |
| Comerica Bank | 4 |
| Funds Management Group | 5 |
| Cutwater (Texas Class) | 6 |
| LoneStar Investment Pool | 7 |
| TexPool | 8 |
| TexStar | 9 |
| Texas Term | 10 |
| Activity by Fund | 11 |
| Interest Earned for 2nd QTR 2014 | 12 |
| Collateral Reports | |

Summary

This report is submitted in accordance with Government Code 2256.023. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal, liquidity, and yield.

This investment report is prepared according to generally accepted accounting principles. All of the County's investments are in full compliance with the Ellis County Investment Policy as passed by the Ellis County Commissioner's Court on December 12, 2011 and reviewed on December 19, 2013.

Although the Levee Districts are not funds of Ellis County, they are reported here for a total picture of funds managed by the Ellis County Treasurer.

Sincerely,

A handwritten signature in black ink that reads "Cheryl Chambers". The signature is written in a cursive style with a large, looping initial "C".

Cheryl Chambers, C.C.T., C.I.O.
Ellis County Treasurer
Investment Officer for Ellis County

MONTH END BALANCES FOR INVESTMENTS
JUNE 30, 2014

| ACCOUNT NAME | CO FUND | COMMERICAL | FUNDS MANAGEMENT | OUTWATER TEXAS CLASS | POWER STAR | YERPOOL | TEXAS STAR | TEXAS TERM | TOTAL |
|--------------|---------|---------------|------------------|----------------------|------------------|-----------------|-----------------|-----------------|------------------|
| GENERAL | 1 | \$ 100,942.39 | \$ 108,300.40 | \$ 2,681,715.94 | \$ 6,154,085.69 | \$ 4,846,762.75 | \$ 331,382.20 | \$ 2,424,432.07 | \$ 16,747,621.44 |
| REAR | 3 | \$ - | \$ 6,007.99 | \$ 227,502.56 | \$ 61,060.26 | \$ - | \$ 218,827.57 | \$ 34,419.27 | \$ 547,817.65 |
| POWER | 4 | \$ - | \$ 2,156.32 | \$ 147,052.50 | \$ 142,154.55 | \$ - | \$ 51,428.22 | \$ 160,333.60 | \$ 503,125.19 |
| ROADS | 5 | \$ - | \$ 2,322.73 | \$ 256,086.46 | \$ 262,420.51 | \$ - | \$ 175,063.15 | \$ 141,450.12 | \$ 837,342.97 |
| ROADS | 6 | \$ - | \$ 4,817.54 | \$ 133,337.08 | \$ 86,351.22 | \$ - | \$ 152,370.70 | \$ 82,214.10 | \$ 439,090.64 |
| ROADS | 7 | \$ - | \$ 10,575.68 | \$ 24,318.58 | \$ 621,936.80 | \$ - | \$ - | \$ - | \$ 621,936.80 |
| ROADS | 8 | \$ - | \$ - | \$ - | \$ 1,051,455.20 | \$ - | \$ - | \$ - | \$ 1,051,455.20 |
| ROADS | 9 | \$ - | \$ - | \$ - | \$ 193,076.38 | \$ 99,711.98 | \$ 217,748.84 | \$ 10,235.53 | \$ 520,772.73 |
| ROADS | 10 | \$ - | \$ - | \$ - | \$ 270,558.68 | \$ 72,908.81 | \$ 178,009.99 | \$ 342,885.61 | \$ 864,363.09 |
| ROADS | 11 | \$ - | \$ - | \$ - | \$ 335,714.89 | \$ 62,807.47 | \$ 82,866.85 | \$ 370,444.54 | \$ 851,833.75 |
| ROADS | 12 | \$ - | \$ - | \$ - | \$ 230,199.03 | \$ 98,011.77 | \$ 130,560.16 | \$ 117,275.52 | \$ 576,045.48 |
| ROADS | 13 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 14 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 15 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 16 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 17 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 18 | \$ - | \$ 13,484.50 | \$ - | \$ 52,007.95 | \$ - | \$ - | \$ - | \$ 65,492.45 |
| ROADS | 19 | \$ - | \$ 45,061.60 | \$ - | \$ 10,397.60 | \$ - | \$ - | \$ - | \$ 55,459.20 |
| ROADS | 20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 21 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 22 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 23 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 24 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 25 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 26 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 27 | \$ - | \$ 109,487.63 | \$ - | \$ 886,310.33 | \$ - | \$ - | \$ - | \$ 995,797.96 |
| ROADS | 28 | \$ - | \$ - | \$ - | \$ 66,816.53 | \$ - | \$ - | \$ - | \$ 66,816.53 |
| ROADS | 29 | \$ - | \$ 74,612.51 | \$ - | \$ 109,698.17 | \$ - | \$ - | \$ - | \$ 184,310.68 |
| ROADS | 30 | \$ - | \$ 34,628.78 | \$ - | \$ 261,906.14 | \$ - | \$ - | \$ - | \$ 296,534.92 |
| ROADS | 31 | \$ - | \$ 253,663.18 | \$ - | \$ 81,750.81 | \$ - | \$ - | \$ - | \$ 335,413.99 |
| ROADS | 32 | \$ - | \$ 146,108.52 | \$ - | \$ 73,446.70 | \$ - | \$ - | \$ - | \$ 219,555.22 |
| ROADS | 33 | \$ - | \$ - | \$ - | \$ 27,153.11 | \$ - | \$ - | \$ - | \$ 27,153.11 |
| ROADS | 34 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 35 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 36 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 37 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 38 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 39 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 40 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 41 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 42 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 43 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 44 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 45 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 46 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 47 | \$ - | \$ 3,832.36 | \$ - | \$ 120,643.89 | \$ - | \$ - | \$ - | \$ 124,476.25 |
| ROADS | 48 | \$ - | \$ - | \$ - | \$ 525,598.51 | \$ - | \$ - | \$ - | \$ 525,598.51 |
| ROADS | 49 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 50 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 51 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 52 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 53 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 54 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 55 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 56 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 57 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 58 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 59 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 60 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 61 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 62 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 63 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 64 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 65 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 66 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 67 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 68 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 69 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 70 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 71 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 72 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 73 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ROADS | 74 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | | \$ 293,660.34 | \$ 991,047.13 | \$ 3,470,859.18 | \$ 16,207,477.35 | \$ 5,280,202.78 | \$ 5,092,461.85 | \$ 3,663,690.36 | \$ 34,999,398.99 |

INVESTMENTS LISTED BY ENTITY / YIELD

2ND QTR 2014

| | Total Invested | APRIL | MAY | JUNE |
|---|-------------------------|---------------|---------------|---------------|
| COMERICA BANK | \$ 293,660.34 | 0.2000% | 0.2000% | 0.2000% |
| FUNDS MANAGEMENT GROUP | \$ 991,047.13 | 0.0300% | 0.0300% | 0.0300% |
| CUTWATER (TEXAS GLASS) | \$ 3,470,859.18 | 0.1000% | 0.1000% | 0.1000% |
| LONESTAR POOL CORPORATE/GOVERNMENT | \$ 16,207,477.35 | .1176%/.0422% | .1217%/.0398% | .1236%/.0504% |
| TEXPOOL | \$ 5,280,202.78 | 0.0336% | 0.0244% | 0.0284% |
| TEXSTAR | \$ 5,092,461.85 | 0.0379% | 0.0273% | 0.0322% |
| TEXAS IIRIM | \$ 3,663,690.36 | 0.0400% | 0.0400% | 0.0400% |
| | \$ 34,999,398.99 | | | |

COMERICA BANK

Comerica Bank is a subsidiary of Comerica Incorporated. Comerica Incorporated is a financial services company headquartered in Dallas, Texas, strategically aligned into three major business segments: The Business Bank, The Retail Bank, and Wealth & Institutional Management. Comerica Bank has a Standard & Poor's rating of A. Comerica Bank serves as the Bank Depository for Ellis County and works closely with the County Treasurer to reduce costs. The Money Market accounts are FDIC insured up to the \$250,000.00 limit. If the amount invested exceeds the FDIC limit, the funds are covered by collateralization.

ELLIS COUNTY INVESTMENTS WITH COMERICA BANK

Market Value = Book Value

| ACCOUNT NAME | COUNTY | COMERICA | GOMERIGA |
|------------------------|--------|----------------|---------------|
| | FUND # | March 31, 2014 | June 30, 2014 |
| GENERAL | 1 | \$ 100,892.07 | \$ 100,942.39 |
| RE#1 | 3 | \$ - | \$ - |
| RE#2 | 4 | \$ - | \$ - |
| RE#3 | 5 | \$ - | \$ - |
| RE#4 | 8 | \$ - | \$ - |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| FM#1 | 9 | \$ - | \$ - |
| FM#2 | 10 | \$ - | \$ - |
| FM#3 | 11 | \$ - | \$ - |
| FM#4 | 12 | \$ - | \$ - |
| LATERAL ROADS | 13 | \$ - | \$ - |
| COX DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGMT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHAL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2000 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ 192,621.88 | \$ 192,717.95 |
| RD#2 | 28 | \$ - | \$ - |
| RD#3 | 29 | \$ - | \$ - |
| DA CRK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REC/PRESER | 32 | \$ - | \$ - |
| GF SECURITY | 33 | \$ - | \$ - |
| COURT REC. BIRTHS 1700 | 34 | \$ - | \$ - |
| DVI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ - | \$ - |
| SERIES 4700 05 | 37 | \$ - | \$ - |
| SERIES 07 11 | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| RIDTA | 41 | \$ - | \$ - |
| SHERIFF FED FOR | 42 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT BOND CORR | 45 | \$ - | \$ - |
| SHERIFF SEIZURE | 46 | \$ - | \$ - |
| SHERIFF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST #1 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #3 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| LEVEL 2 | 72 | \$ - | \$ - |
| LEVEL 3 | 73 | \$ - | \$ - |
| LEVEL 4 | 74 | \$ - | \$ - |
| | | \$ 293,513.95 | \$ 293,660.34 |

FUNDS MANAGEMENT GROUP

Funds Management Group, Inc. provides a full array of investment services to investors of public funds in Texas. Ellis County participates in Cash Account Trust, an SEC registered and regulated money market mutual fund, created explicitly for public funds in 1990. CAT is designed to maximize safety and security of invested principal and daily liquidity by investing only in US Treasury and Federal Agency securities (and repurchase agreements on same). The principals of FMGI, Bob Ross and Joan Alexander, have each been involved with banking and investments for public entities for over 35 years. Ross participated in the creation of CAT (originally named Investors Cash Trust). Other services of FMGI include bond underwriting, bond sale re-investment, general public finance, and depository contract advice.

| ELLIS COUNTY INVESTMENTS WITH FUNDS MANAGEMENT GROUP | | | |
|--|---------------|-----------------|---------------|
| Market Value = Book Value | | | |
| ACCOUNT NAME | COUNTY FUND # | GAT | |
| | | March 31, 2014 | June 30, 2014 |
| GENERAL | 1 | \$ 108,292.21 | \$ 108,300.40 |
| RBK1 | 3 | \$ 6,007.84 | \$ 6,007.99 |
| RBK2 | 4 | \$ 2,156.20 | \$ 2,156.32 |
| RBK3 | 5 | \$ 2,322.61 | \$ 2,322.73 |
| RBK4 | 6 | \$ 4,817.39 | \$ 4,817.54 |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ 37,574.53 | \$ 10,575.68 |
| FMK1 | 9 | \$ - | \$ - |
| FMK2 | 10 | \$ - | \$ - |
| FMK3 | 11 | \$ - | \$ - |
| FMK4 | 12 | \$ - | \$ - |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROV | 18 | \$ 13,483.59 | \$ 13,484.50 |
| LAW LIBRARY | 19 | \$ 45,058.09 | \$ 45,061.60 |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CO ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2001 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RDH1 | 27 | \$ 109,479.44 | \$ 109,487.63 |
| RDH2 | 28 | \$ - | \$ - |
| RDH3 | 29 | \$ 74,607.03 | \$ 74,612.51 |
| DA DRUG PROCESS | 30 | \$ 34,624.07 | \$ 34,626.78 |
| DA DRUG FORF | 31 | \$ 253,644.09 | \$ 253,663.18 |
| GEN REC/PRESER | 32 | \$ 146,097.60 | \$ 146,108.52 |
| CH SECURTY | 33 | \$ - | \$ - |
| COURT REC PRES 6/7/06 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN FEE | 36 | \$ - | \$ - |
| SERIES 33-8-06 | 37 | \$ - | \$ - |
| SERIES 07-06 | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 17 BOND PROJ | 40 | \$ - | \$ - |
| BID #1 | 41 | \$ - | \$ - |
| SHERIFF REC FORF | 42 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT CON CORR | 45 | \$ - | \$ - |
| SHERIFF SEIZURE | 46 | \$ - | \$ - |
| SHERIFF DRUG FORF | 47 | \$ 3,832.23 | \$ 3,832.36 |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JOC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST #1 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #3 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BUDGET | 59 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ 175,976.50 | \$ 175,989.39 |
| LEVEE 3 | 73 | \$ - | \$ - |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 1,017,973.42 | \$ 991,047.13 |

CUTWATER (Texas Class)

The Texas Cooperative Liquid Assets Securities System Trust was created as an investment pool for participants pursuant to Section 2256.016 of the Public Funds Investment Act, Texas Government Code, through which entities may pool any of its funds, or funds under its control, in order to preserve principal, to maintain the liquidity of the funds and to maximize yield in accordance with the Public Funds Investment Act. The Trust may invest in any or all of the legal investments specified in Sections 2256.009 through 2256.016, of the Act. Such investments may include, without limitation, the following:

- U.S. Treasury Bills, Notes and Bonds
- Obligations of or guaranteed by U.S. Government Agencies and Instrumentalities
- State and local government Obligations (subject to limitation)
- Certificates of Deposits of a State or Nations Bank Domiciled in the State of Texas Guaranteed or Insured by the FDIC
- Bankers' Acceptances
- Mutual Funds
- Repurchase Agreements
- Highly Rated Commercial Paper
- Guaranteed Investment Contracts (Bond Proceeds Only)

Texas Class is rated AAAM by Standard and Poor's, the highest rating assigned to principal stability government investment pools.

ELLIS COUNTY INVESTMENTS WITH CUTWATER (Texas Class)

Market Value = Book Value

| AGGOUNT NAME | COUNTY FUND # | Texas Class | |
|-----------------------|---------------|-----------------|-----------------|
| | | March 31, 2014 | June 30, 2014 |
| GENERAL | 1 | \$ 3,301,010.24 | \$ 2,681,715.94 |
| RB#1 | 3 | \$ 227,448.74 | \$ 227,502.56 |
| RB#2 | 4 | \$ 147,017.79 | \$ 147,052.50 |
| RB#3 | 5 | \$ 306,020.81 | \$ 256,086.46 |
| RB#4 | 6 | \$ 133,305.36 | \$ 133,337.08 |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ 24,312.99 | \$ 24,318.58 |
| FM#1 | 9 | \$ - | \$ - |
| FM#2 | 10 | \$ - | \$ - |
| FM#3 | 11 | \$ - | \$ - |
| FM#4 | 12 | \$ - | \$ - |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO. CL. COURT TECH | 14 | \$ - | \$ - |
| JUSTICE ST TECH | 15 | \$ - | \$ - |
| CO ARCHIVES/REG MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REG MGMT | 21 | \$ - | \$ - |
| CO ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2004 | 25 | \$ - | \$ - |
| CO RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ - | \$ - |
| RD#6 | 28 | \$ - | \$ - |
| RD#10 | 29 | \$ - | \$ - |
| DA CHK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REG/PRESER | 32 | \$ - | \$ - |
| CH SECURITY | 33 | \$ - | \$ - |
| CODR REG. PRES 6/7/08 | 34 | \$ - | \$ - |
| DW BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN. FEE | 36 | \$ - | \$ - |
| SERIES 0308/15 | 37 | \$ - | \$ - |
| SERIES 07 12S | 38 | \$ 845.94 | \$ 846.06 |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PRO | 40 | \$ - | \$ - |
| RIDTA | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT CON CORP | 45 | \$ - | \$ - |
| SHERIFF SEIZURE | 46 | \$ - | \$ - |
| SHERIFF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCO | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST #1 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #3 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| LEVEE 2 | 72 | \$ - | \$ - |
| LEVEE 3 | 73 | \$ - | \$ - |
| LEVEE 4 | 74 | \$ - | \$ - |
| | | \$ 4,139,961.87 | \$ 3,470,859.18 |

LONESTAR INVESTMENT POOL

The LoneStar Investment Pool is an investment pool available to government entities, in full compliance with the Public Funds Investment Act. Ellis County participates in 2 of the 3 available funds, the Government Overnight Fund and the Corporate Overnight Fund. Both Funds are rated AAA by Standard & Poor.

The Government Overnight Fund invests in the following:

- Obligations of the United States or its agencies and instrumentalities
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States or its agencies and instrumentalities
- Fully collateralized repurchase agreements that meet the following criteria: (1) have a defined termination date; (2) are secured by obligations of the United States or its agencies and instrumentalities; (3) require the securities being purchased by the Government Overnight Fund to be pledged to the Government Overnight Fund, held in the Government Overnight Fund's name, and deposited at the time the investment is made with the Government Overnight Fund or with a third party selected and approved by the Government Overnight Fund; and (4) are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state. The market value of repurchase agreement collateral is required to initially be 102 percent of the principal amount of such repurchase agreement. Thereafter, the market value of such collateral will be determined (marked-to-market) daily and reset to 102 percent of the principal amount if it falls below 100 percent.
- No-load money market mutual funds regulated by the SEC, provided the Government Overnight Fund shall not invest its funds in any one money market mutual fund in an amount that exceeds 10 percent of the total assets of such money market mutual fund.

The Corporate Overnight Plus Fund may invest in all securities authorized under the Investment Act. However, it is the Board's policy to have these additional restrictions:

- The Corporate Overnight Plus Fund shall not invest its assets in any one nongovernmental issuer in an amount that exceeds 5 percent of the total fund assets at cost.
- If an A-1 or P-1 investment is placed on the watch list with negative implications by a rating agency, the investment manager must sell the investment within one week.

ELLIS COUNTY INVESTMENTS WITH LONESTAR INVESTMENT POOL

Market Value = Book Value

| ACCOUNT NAME | COUNTY FUND # | March 31, 2014 | | June 30, 2014 | |
|----------------------|---------------|---------------------|---------------------|---------------------|---------------------|
| | | Corp. Overight Fund | Govt. Overight Fund | Corp. Overight Fund | Govt. Overight Fund |
| GENERAL | 1 | \$ 8,831,852.98 | \$ - | \$ 6,154,085.69 | \$ - |
| RE#1 | 3 | \$ 61,041.85 | \$ - | \$ 61,060.26 | \$ - |
| RE#2 | 4 | \$ 142,111.69 | \$ - | \$ 142,154.55 | \$ - |
| RE#3 | 5 | \$ 212,230.91 | \$ 50,120.07 | \$ 212,294.93 | \$ 50,125.58 |
| RE#4 | 8 | \$ 46,236.81 | \$ 40,096.05 | \$ 46,250.76 | \$ 40,100.46 |
| ADULT PROBATION | 7 | \$ 756,759.45 | \$ 5,071.46 | \$ 620,365.01 | \$ 1,571.79 |
| JUVENILE PROBATION | 8 | \$ 1,016,353.53 | \$ 34,791.31 | \$ 1,016,660.06 | \$ 34,795.14 |
| FM# | 9 | \$ 193,018.17 | \$ - | \$ 193,076.38 | \$ - |
| FM#2 | 10 | \$ 270,477.10 | \$ - | \$ 270,558.68 | \$ - |
| EM# | 11 | \$ 335,613.67 | \$ - | \$ 335,714.89 | \$ - |
| EM#2 | 12 | \$ 230,128.62 | \$ - | \$ 230,198.03 | \$ - |
| LATERAL ROADS | 13 | \$ - | \$ - | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - | \$ - | \$ - |
| DC ARCHIVES REG NGT | 16 | \$ - | \$ - | \$ - | \$ - |
| JURY | 17 | \$ 69,054.12 | \$ 2,933.02 | \$ 49,074.61 | \$ 2,933.34 |
| PERM IMPROVE | 18 | \$ 10,394.47 | \$ - | \$ 10,397.60 | \$ - |
| LAW LIBRARY | 19 | \$ 44,907.04 | \$ - | \$ 39,919.70 | \$ - |
| TRUST AGENCY | 20 | \$ - | \$ - | \$ - | \$ - |
| REG MGMT | 21 | \$ - | \$ - | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - | \$ - | \$ - |
| ROW AVAILBLE | 23 | \$ 119,781.26 | \$ - | \$ 119,817.38 | \$ - |
| FIRE MARSHAL SPECIAL | 24 | \$ - | \$ - | \$ - | \$ - |
| RIDGEWAY ZONE | 25 | \$ - | \$ - | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - | \$ - | \$ - |
| RD#1 | 27 | \$ 886,043.10 | \$ - | \$ 886,310.33 | \$ - |
| RD#2 | 28 | \$ 66,796.39 | \$ - | \$ 66,816.53 | \$ - |
| RD#3 | 29 | \$ 109,665.10 | \$ - | \$ 109,698.17 | \$ - |
| DA CHR PROCESS | 30 | \$ 265,526.99 | \$ - | \$ 261,906.14 | \$ - |
| DA DRUG FORF | 31 | \$ 117,020.85 | \$ - | \$ 81,750.81 | \$ - |
| GENR EXPRESS | 32 | \$ 73,424.55 | \$ - | \$ 73,446.70 | \$ - |
| CB SECUR | 33 | \$ 27,144.92 | \$ - | \$ 27,153.11 | \$ - |
| COB# REC PHEN# 208 | 34 | \$ - | \$ - | \$ - | \$ - |
| DWA BLOOD DRAW | 35 | \$ - | \$ - | \$ - | \$ - |
| EDUCATION ADMIN FEE | 36 | \$ - | \$ - | \$ - | \$ - |
| SERIES 33/313 | 37 | \$ 1,188,796.48 | \$ - | \$ 849,083.12 | \$ - |
| SERIES 3135 | 38 | \$ 3,500,966.14 | \$ - | \$ 3,133,963.21 | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - | \$ - | \$ - |
| SERIES W/ BOND PROJ | 40 | \$ - | \$ - | \$ - | \$ - |
| BIDTA | 41 | \$ - | \$ - | \$ - | \$ - |
| SHERIFF BUDGET | 42 | \$ 426,499.37 | \$ 92,668.86 | \$ 337,524.13 | \$ 86,478.63 |
| HAZARD INVESTIG | 44 | \$ - | \$ - | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - | \$ - | \$ - |
| SERP SEIZURE | 46 | \$ - | \$ - | \$ - | \$ - |
| SERP DRUG FORF | 47 | \$ 129,606.72 | \$ - | \$ 120,643.89 | \$ - |
| DA DRUG SEIZURE | 48 | \$ 553,274.10 | \$ 1,189.04 | \$ 524,409.34 | \$ 1,189.17 |
| JCO | 49 | \$ - | \$ - | \$ - | \$ - |
| CA FEDERA ASSE | 51 | \$ - | \$ - | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - | \$ - | \$ - |
| CONST # SEIZURE | 55 | \$ - | \$ - | \$ - | \$ - |
| CONST # FORF | 56 | \$ - | \$ - | \$ - | \$ - |
| CONST # FORF | 57 | \$ - | \$ - | \$ - | \$ - |
| CONST # FORF | 58 | \$ - | \$ - | \$ - | \$ - |
| LAW ENFORCE BLDG | 59 | \$ 15,944.42 | \$ - | \$ 15,949.23 | \$ - |
| LEVEL 2 | 72 | \$ - | \$ - | \$ - | \$ - |
| LEVEL 3 | 73 | \$ - | \$ - | \$ - | \$ - |
| LEVEL 4 | 74 | \$ - | \$ - | \$ - | \$ - |
| | | \$ 19,700,670.80 | \$ 226,869.81 | \$ 15,990,283.24 | \$ 217,194.11 |
| | | | \$ 19,927,540.61 | | \$ 16,207,477.35 |

TEXPOOL

TexPool is a local government investments pool created on behalf of Texas entities whose investment objectives are preservation and safety of principal, liquidity and yield consistent with the Public Funds Investment Act. The pool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool is rated AAAm by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturities of the pools cannot exceed 60 days, with the maximum maturity of any investment limited to 13 months. TexPool is governed by the Texas Public Funds Investment Act, and is in full compliance with the Act.

ELLIS COUNTY INVESTMENTS WITH TEXPOOL

Market Value = Book Value

| ACCOUNT NAME | COUNTY | TexPool | |
|-----------------------|--------|-----------------|-----------------|
| | FUND# | March 31, 2014 | June 30, 2014 |
| GENERAL | 1 | \$ 8,787,243.88 | \$ 4,946,762.75 |
| RB#1 | 3 | \$ - | \$ - |
| RB#2 | 4 | \$ - | \$ - |
| RB#3 | 5 | \$ - | \$ - |
| RB#4 | 6 | \$ - | \$ - |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| EM#1 | 9 | \$ 99,704.86 | \$ 99,711.98 |
| EM#2 | 10 | \$ 72,903.57 | \$ 72,908.81 |
| EM#3 | 11 | \$ 62,803.02 | \$ 62,807.47 |
| EM#4 | 12 | \$ 98,004.78 | \$ 98,011.77 |
| LATERAL ROADS | 13 | \$ - | \$ - |
| COURT COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC ROOM | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHAL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ - | \$ - |
| RD#2 | 28 | \$ - | \$ - |
| RD#3 | 29 | \$ - | \$ - |
| DA CRK PROCESS | 30 | \$ - | \$ - |
| DA DRUG FORT | 31 | \$ - | \$ - |
| GEN RESIPRISE# | 32 | \$ - | \$ - |
| CHISEL JURY | 33 | \$ - | \$ - |
| COURT REC PRES \$ 200 | 34 | \$ - | \$ - |
| DW BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN FEE | 36 | \$ - | \$ - |
| SERIES 338# 76 | 37 | \$ - | \$ - |
| SERIES 07 LES | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| HID#1 | 41 | \$ - | \$ - |
| SHERIFF FED FORT | 42 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT BOND CORR | 45 | \$ - | \$ - |
| SHERIFF SEIZURE | 46 | \$ - | \$ - |
| SHERIFF DRUG FORT | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST #1 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORT | 56 | \$ - | \$ - |
| CONST #3 FORT | 57 | \$ - | \$ - |
| CONST #4 FORT | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| LEVEL 2 | 72 | \$ - | \$ - |
| LEVEL 3 | 73 | \$ - | \$ - |
| LEVEL 4 | 74 | \$ - | \$ - |
| | | \$ 9,120,660.11 | \$ 5,280,202.78 |

TEXSTAR

TexSTAR is a local government investment pool created under the Interlocal Cooperation Act specifically tailored to meet Texas state and local government investment objectives of preservation of principal, daily liquidity and competitive yield. The funds portfolio is a government-repurchase agreement pool, utilizing primarily U.S. Treasury securities, U.S. agency securities – both fixed and floating-and REPO collateralized obligations, the principal and interest of which are unconditionally guaranteed or insured by the full faith and credit of the United States or its agencies or its instrumentalities. The fund is rated AAAm by Standard and Poor's and maintains a maturity of 60 days or less, with a maximum maturity of 13 months for any individual security. The fund seeks to maintain a constant dollar objective and fulfills all requirements of the Texas PFIA for local government investment pools.

ELLIS COUNTY INVESTMENTS WITH TEXSTAR

Market Value = Book Value

| ACCOUNT NAME | COUNTY | TEXSTAR | |
|----------------------|--------|-----------------|-----------------|
| | FUND # | March 31, 2014 | June 30, 2014 |
| GENERAL | 1 | \$ 331,355.47 | \$ 331,382.20 |
| RB#1 | 3 | \$ 218,809.93 | \$ 218,827.57 |
| RB#2 | 4 | \$ 151,418.84 | \$ 51,428.22 |
| RB#3 | 5 | \$ 275,043.84 | \$ 175,063.15 |
| RB#4 | 6 | \$ 252,353.25 | \$ 152,370.70 |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| FM#1 | 9 | \$ 337,724.06 | \$ 217,748.84 |
| FM#2 | 10 | \$ 177,995.61 | \$ 178,009.99 |
| FM#3 | 11 | \$ 82,860.22 | \$ 82,866.85 |
| FM#4 | 12 | \$ 220,542.80 | \$ 130,560.16 |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CO & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE CT TECH | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERMIMPROVE | 18 | \$ 2,221,275.82 | \$ 2,083,098.91 |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CG ARCHIVES | 22 | \$ 590,028.59 | \$ 590,076.23 |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHAL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2004 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RDP# | 27 | \$ - | \$ - |
| RDP# | 28 | \$ - | \$ - |
| RDP# | 29 | \$ - | \$ - |
| DA DRUG PROFFER | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN REC PRESER | 32 | \$ - | \$ - |
| CH SECURE | 33 | \$ - | \$ - |
| COURT REC PRES B704 | 34 | \$ - | \$ - |
| DW BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN FEE | 36 | \$ - | \$ - |
| SERIES 338 US | 37 | \$ - | \$ - |
| SERIES 07 US | 38 | \$ 182,036.56 | \$ 182,051.25 |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROFF | 40 | \$ - | \$ - |
| RIDG | 41 | \$ - | \$ - |
| SHERIFF DRUG FORF | 42 | \$ - | \$ - |
| HAZARD INVESTIGATION | 44 | \$ - | \$ - |
| ADULT CONV CORR | 45 | \$ - | \$ - |
| SBRF SEIZURE | 46 | \$ 316,141.61 | \$ 316,167.13 |
| SBRF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCC | 49 | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST #1 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #1 FORF | 57 | \$ - | \$ - |
| CONST #2 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| LEVEL 2 | 72 | \$ 144,650.89 | \$ 144,662.59 |
| LEVEL 3 | 73 | \$ 238,178.83 | \$ 238,148.06 |
| LEVEL 4 | 74 | \$ - | \$ - |
| | | \$ 5,740,416.32 | \$ 5,092,461.85 |

TEXAS TERM

TexasTerm Local Government Investment Pool is a local government pool created by and for Texas local governments to provide investment programs tailored to the needs of Texas cities, counties, school districts and other public investors. Texas Term portfolios (TexasDAILY and TexasTERM) seek to provide investors with safety, flexibility and competitive yields. TexasDAILY has a Standard and Poor's fund rating of AAAM. The rating signifies excellent safety of invested principal and a superior capacity to maintain a \$1.00 per share net asset value.

TexasDAILY portfolio may contain a combination of:

- Obligations of the U.S. Government or its Agencies or Instrumentalities
- Repurchase Agreements with Primary Dealers
- Certificates of Deposit that are FDIC insured and fully collateralized according to Texas Law
- Money Market Mutual Funds rate AAA or equivalent

The TexasDAILY portfolio provides a variable rate with availability of funds on a daily basis.

ELLIS COUNTY INVESTMENTS WITH TEXAS TERM

Market Value = Book Value

| ACCOUNT NAME | COUNTY FUND # | TexasDAILY | |
|-----------------------|---------------|-----------------|-----------------|
| | | March 31, 2014 | June 30, 2014 |
| GENERAL | 1 | \$ 3,074,160.74 | \$ 2,424,432.07 |
| RD#1 | 3 | \$ 144,409.79 | \$ 34,419.27 |
| RB#2 | 4 | \$ 170,418.09 | \$ 160,333.60 |
| RB#3 | 5 | \$ 201,435.62 | \$ 141,450.12 |
| RB#4 | 6 | \$ 62,208.14 | \$ 62,214.10 |
| ADULT PROBATION | 7 | \$ - | \$ - |
| JUVENILE PROBATION | 8 | \$ - | \$ - |
| EM#1 | 9 | \$ 310,222.13 | \$ 10,235.53 |
| EM#2 | 10 | \$ 467,842.81 | \$ 342,885.61 |
| EM#3 | 11 | \$ 535,398.75 | \$ 370,444.54 |
| EM#4 | 12 | \$ 237,260.37 | \$ 117,275.52 |
| LATERAL ROADS | 13 | \$ - | \$ - |
| CC & DC COURT TECH | 14 | \$ - | \$ - |
| JUSTICE OF THE PEACE | 15 | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | \$ - | \$ - |
| JURY | 17 | \$ - | \$ - |
| PERM IMPROVE | 18 | \$ - | \$ - |
| LAW LIBRARY | 19 | \$ - | \$ - |
| TRUST & AGENCY | 20 | \$ - | \$ - |
| REC MGMT | 21 | \$ - | \$ - |
| CC ARCHIVES | 22 | \$ - | \$ - |
| ROW AVAILABLE | 23 | \$ - | \$ - |
| FIRE MARSHALL SPECIAL | 24 | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | \$ - | \$ - |
| DC RECORDS TECH | 26 | \$ - | \$ - |
| RD#1 | 27 | \$ - | \$ - |
| RD#3 | 28 | \$ - | \$ - |
| RD#4 | 29 | \$ - | \$ - |
| DA SHF PROCEED | 30 | \$ - | \$ - |
| DA DRUG FORF | 31 | \$ - | \$ - |
| GEN RELIEF RESER | 32 | \$ - | \$ - |
| OH SECURITY | 33 | \$ - | \$ - |
| COURT REC PRES AT 208 | 34 | \$ - | \$ - |
| DWI BLOOD DRAW | 35 | \$ - | \$ - |
| ELECTION ADMIN FEE | 36 | \$ - | \$ - |
| SERIES 4301 US | 37 | \$ - | \$ - |
| SERIES 0713 | 38 | \$ - | \$ - |
| GRANT PASS THROUGH | 39 | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | \$ - | \$ - |
| RD#1 | 41 | \$ - | \$ - |
| SHERIFF FED FORF | 42 | \$ - | \$ - |
| HAZARD MITIGATION | 44 | \$ - | \$ - |
| ADULT COM CORR | 45 | \$ - | \$ - |
| SHRF SEIZURE | 46 | \$ - | \$ - |
| SHRF DRUG FORF | 47 | \$ - | \$ - |
| DA DRUG SEIZURE | 48 | \$ - | \$ - |
| JCG | 49 | \$ - | \$ - |
| DA FEDERAL ASSES | 51 | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | \$ - | \$ - |
| CONST #1 SEIZURE | 55 | \$ - | \$ - |
| CONST #2 FORF | 56 | \$ - | \$ - |
| CONST #3 FORF | 57 | \$ - | \$ - |
| CONST #4 FORF | 58 | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | \$ - | \$ - |
| LEVEL 2 | 72 | \$ - | \$ - |
| LEVEL 3 | 73 | \$ - | \$ - |
| LEVEL 4 | 74 | \$ - | \$ - |
| | | \$ 5,203,356.44 | \$ 3,663,690.36 |

ACTIVITY BY FUND
Quarter Ending June 30, 2014

| ACCOUNT NAME | COUNTY FUND # | Beginning Balance March 31, 2014 | Deposits | Withdrawals | Interest Earned | Ending Balance June 30, 2014 |
|------------------------|---------------|-------------------------------------|--------------|------------------|-----------------|---------------------------------|
| GENERAL | 1 | \$ 24,534,807.59 | \$ - | \$ 7,791,000.00 | \$ 3,813.85 | 16,747,621.44 |
| REB#1 | 3 | \$ 657,718.15 | \$ - | \$ 110,000.00 | \$ 99.50 | 547,817.65 |
| REB#2 | 4 | \$ 613,122.61 | \$ - | \$ 110,100.00 | \$ 102.58 | 503,125.19 |
| REB#3 | 5 | \$ 1,047,173.86 | \$ - | \$ 210,000.00 | \$ 169.11 | 837,342.97 |
| REB#4 | 6 | \$ 539,017.00 | \$ - | \$ 100,000.00 | \$ 73.64 | 439,090.64 |
| ADULT PROBATION | 7 | \$ 761,830.91 | \$ - | \$ 140,099.30 | \$ 205.19 | 621,936.80 |
| JUVENILE PROBATION | 8 | \$ 1,113,032.36 | \$ - | \$ 27,000.00 | \$ 317.10 | 1,086,349.46 |
| EMR#1 | 9 | \$ 940,669.22 | \$ - | \$ 420,000.00 | \$ 103.51 | 520,772.73 |
| EMR#2 | 10 | \$ 989,219.09 | \$ - | \$ 125,000.00 | \$ 144.00 | 864,363.09 |
| EMR#3 | 11 | \$ 1,016,675.66 | \$ - | \$ 165,000.00 | \$ 158.09 | 851,833.75 |
| EMR#4 | 12 | \$ 785,936.57 | \$ - | \$ 210,000.00 | \$ 108.91 | 576,045.48 |
| CASUAL ROADS | 13 | \$ - | \$ - | \$ - | \$ - | - |
| COMPUTER EQUIP | 14 | \$ - | \$ - | \$ - | \$ - | - |
| JUDGE OFFICE | 15 | \$ - | \$ - | \$ - | \$ - | - |
| COM ARCHIVE RECORDS | 16 | \$ - | \$ - | \$ - | \$ - | - |
| JURY | 17 | \$ 71,987.14 | \$ - | \$ 20,000.00 | \$ 20.81 | 52,007.95 |
| PERMIMPROVE | 18 | \$ 2,245,153.88 | \$ - | \$ 138,350.00 | \$ 177.13 | 2,106,981.01 |
| LAW LIBRARY | 19 | \$ 89,965.13 | \$ - | \$ 5,000.00 | \$ 16.17 | 84,981.30 |
| TROOP AGENCY | 20 | \$ - | \$ - | \$ - | \$ - | - |
| REVENUE | 21 | \$ - | \$ - | \$ - | \$ - | - |
| COM ARCHIVES | 22 | \$ 590,028.59 | \$ - | \$ - | \$ 47.64 | 590,076.23 |
| ROW AVAILABLE | 23 | \$ 119,781.26 | \$ - | \$ - | \$ 36.12 | 119,817.38 |
| FIRE MARSHALLS SPECIAL | 24 | \$ - | \$ - | \$ - | \$ - | - |
| RIGHT OF WAY | 25 | \$ - | \$ - | \$ - | \$ - | - |
| COM RECORDS TEST | 26 | \$ - | \$ - | \$ - | \$ - | - |
| RD#1 | 27 | \$ 1,188,144.42 | \$ - | \$ - | \$ 371.49 | 1,188,515.91 |
| RD#2 | 28 | \$ 66,796.39 | \$ - | \$ - | \$ 20.14 | 66,816.53 |
| RD#3 | 29 | \$ 184,272.13 | \$ - | \$ - | \$ 38.55 | 184,310.68 |
| DAIRY PROCESS | 30 | \$ 300,151.06 | \$ - | \$ 3,700.00 | \$ 81.86 | 296,532.92 |
| DAIRY FORT | 31 | \$ 370,664.94 | \$ - | \$ 35,300.00 | \$ 49.05 | 335,413.99 |
| GEN REVENUE | 32 | \$ 219,522.15 | \$ - | \$ - | \$ 33.07 | 219,555.22 |
| CR SECURITY | 33 | \$ 27,144.92 | \$ - | \$ - | \$ 8.19 | 27,153.11 |
| COURT REVENUE | 34 | \$ - | \$ - | \$ - | \$ - | - |
| DW BLOOD DRAW | 35 | \$ - | \$ - | \$ - | \$ - | - |
| ELECTION ADMIN FEE | 36 | \$ - | \$ - | \$ - | \$ - | - |
| SERIES 1000 | 37 | \$ 1,188,796.48 | \$ - | \$ 340,000.00 | \$ 286.64 | 849,083.12 |
| SERIES 1000 | 38 | \$ 3,683,848.64 | \$ 58,800.00 | \$ 426,780.00 | \$ 991.88 | 3,316,860.52 |
| GRANT ASS PROGS | 39 | \$ - | \$ - | \$ - | \$ - | - |
| SERIES BONDROS | 40 | \$ - | \$ - | \$ - | \$ - | - |
| HIST | 41 | \$ - | \$ - | \$ - | \$ - | - |
| SERIES 1000 | 42 | \$ 519,168.23 | \$ - | \$ 95,300.00 | \$ 134.53 | 424,002.76 |
| HAZARD MITIGATION | 44 | \$ - | \$ - | \$ - | \$ - | - |
| ADULT CORPORA | 45 | \$ - | \$ - | \$ - | \$ - | - |
| SERIES 1000 | 46 | \$ 316,141.61 | \$ - | \$ - | \$ 25.52 | 316,167.13 |
| SERIES 1000 | 47 | \$ 133,438.95 | \$ - | \$ 9,000.00 | \$ 37.30 | 124,476.25 |
| DAIRY SEIZURE | 48 | \$ 554,463.14 | \$ - | \$ 29,030.00 | \$ 165.37 | 525,598.51 |
| UC | 49 | \$ - | \$ - | \$ - | \$ - | - |
| DA FEDERAL ASSET | 51 | \$ - | \$ - | \$ - | \$ - | - |
| EMISSION ENFORC | 54 | \$ - | \$ - | \$ - | \$ - | - |
| CONTRACT SEIZURE | 55 | \$ - | \$ - | \$ - | \$ - | - |
| CONTRACT | 56 | \$ - | \$ - | \$ - | \$ - | - |
| CONTRACT | 57 | \$ - | \$ - | \$ - | \$ - | - |
| CONTRACT | 58 | \$ - | \$ - | \$ - | \$ - | - |
| DAVENPORT BLOOD | 59 | \$ 15,944.42 | \$ - | \$ - | \$ 4.81 | 15,949.23 |
| LEVEL 3 | 72 | \$ 320,627.39 | \$ - | \$ - | \$ 24.59 | 320,651.98 |
| LEVEL 3 | 73 | \$ 238,178.83 | \$ - | \$ 50.00 | \$ 19.23 | 238,148.06 |
| LEVEL 4 | 74 | \$ - | \$ - | \$ - | \$ - | - |
| | | \$ 45,443,422.72 | \$ 58,800.00 | \$ 10,510,709.30 | \$ 7,885.57 | 34,999,398.99 |

INVESTMENT INTEREST FOR 2ND QTR. 2014

| | CO | | APRIL | MAY | JUNE | TOTAL |
|-----------------------|--------|--|-------------|-------------|-------------|-------------|
| ACCOUNT NAME | FUND # | | | | | |
| GENERAL | 1 | | \$ 1,458.49 | \$ 1,266.46 | \$ 1,088.90 | \$ 3,813.85 |
| RBK1 | 3 | | \$ 34.67 | \$ 33.96 | \$ 30.87 | \$ 99.50 |
| RBK2 | 4 | | \$ 34.86 | \$ 35.20 | \$ 32.52 | \$ 102.58 |
| RBK3 | 5 | | \$ 59.98 | \$ 56.16 | \$ 52.97 | \$ 169.11 |
| RBK4 | 6 | | \$ 26.08 | \$ 24.68 | \$ 22.88 | \$ 73.64 |
| ADULT PROBATION | 7 | | \$ 69.21 | \$ 72.72 | \$ 63.26 | \$ 205.19 |
| JUVENILE PROBATION | 8 | | \$ 101.81 | \$ 108.44 | \$ 106.85 | \$ 317.10 |
| FMF1 | 9 | | \$ 39.09 | \$ 34.17 | \$ 30.25 | \$ 103.51 |
| FMF2 | 10 | | \$ 47.67 | \$ 49.22 | \$ 47.11 | \$ 144.00 |
| FMF3 | 11 | | \$ 52.37 | \$ 54.47 | \$ 51.25 | \$ 158.09 |
| FMF4 | 12 | | \$ 37.96 | \$ 36.07 | \$ 34.88 | \$ 108.91 |
| LATERAL ROAD | 13 | | \$ - | \$ - | \$ - | \$ - |
| CO & DC COURT TECH | 14 | | \$ - | \$ - | \$ - | \$ - |
| JUSTICE CT TECH | 15 | | \$ - | \$ - | \$ - | \$ - |
| DC ARCHIVES REC MGT | 16 | | \$ - | \$ - | \$ - | \$ - |
| JURY | 17 | | \$ 6.77 | \$ 7.24 | \$ 6.80 | \$ 20.81 |
| PERMIMPROVE | 18 | | \$ 70.23 | \$ 50.49 | \$ 56.41 | \$ 177.13 |
| LAV LIBRARY | 19 | | \$ 5.50 | \$ 5.45 | \$ 5.22 | \$ 16.17 |
| TRUST & AGENCY | 20 | | \$ - | \$ - | \$ - | \$ - |
| REG MGMT | 21 | | \$ - | \$ - | \$ - | \$ - |
| CG ARCHIVES | 22 | | \$ 18.35 | \$ 13.67 | \$ 15.62 | \$ 47.64 |
| ROW AVAILABLE | 23 | | \$ 11.57 | \$ 12.38 | \$ 12.17 | \$ 36.12 |
| FIRE MARSHALL SPECIAL | 24 | | \$ - | \$ - | \$ - | \$ - |
| RIGHT OF WAY 2008 | 25 | | \$ - | \$ - | \$ - | \$ - |
| DC RECORDS TECH | 26 | | \$ - | \$ - | \$ - | \$ - |
| RDK1 | 27 | | \$ 119.99 | \$ 127.09 | \$ 124.41 | \$ 371.49 |
| RDK5 | 28 | | \$ 6.45 | \$ 6.90 | \$ 6.79 | \$ 20.14 |
| RDK6 | 29 | | \$ 12.41 | \$ 13.20 | \$ 12.94 | \$ 38.55 |
| DA GEN PROGRESS | 30 | | \$ 26.38 | \$ 27.98 | \$ 27.50 | \$ 81.86 |
| DA DRUG FORF | 31 | | \$ 17.40 | \$ 16.79 | \$ 14.86 | \$ 49.05 |
| GEN REC PRESSER | 32 | | \$ 10.70 | \$ 11.31 | \$ 11.06 | \$ 33.07 |
| GD SECURITY | 33 | | \$ 2.62 | \$ 2.81 | \$ 2.76 | \$ 8.19 |
| COURT REC PRES MGMT | 34 | | \$ - | \$ - | \$ - | \$ - |
| DWIBL OOD BRAW | 35 | | \$ - | \$ - | \$ - | \$ - |
| ELECTION ADMIN FEE | 36 | | \$ - | \$ - | \$ - | \$ - |
| SERIES 03/06 I/S | 37 | | \$ 101.93 | \$ 93.62 | \$ 91.09 | \$ 286.64 |
| SERIES 07 I/S | 38 | | \$ 327.88 | \$ 340.83 | \$ 323.17 | \$ 991.88 |
| GRANT PASS THROUGH | 39 | | \$ - | \$ - | \$ - | \$ - |
| SERIES 07 BOND PROJ | 40 | | \$ - | \$ - | \$ - | \$ - |
| HIDTA | 41 | | \$ - | \$ - | \$ - | \$ - |
| SHERIFF FED FORF | 42 | | \$ 44.42 | \$ 47.06 | \$ 43.05 | \$ 134.53 |
| HAZARD MITIGATION | 44 | | \$ - | \$ - | \$ - | \$ - |
| ADULT COM CORR | 45 | | \$ - | \$ - | \$ - | \$ - |
| SRF SEIZURE | 46 | | \$ 9.84 | \$ 7.30 | \$ 8.38 | \$ 25.52 |
| SRF DRUG FORF | 47 | | \$ 12.48 | \$ 12.52 | \$ 12.30 | \$ 37.30 |
| DA DRUG SEIZURE | 48 | | \$ 53.46 | \$ 56.76 | \$ 55.15 | \$ 165.37 |
| JCC | 49 | | \$ - | \$ - | \$ - | \$ - |
| DA FEDERAL ASSET | 51 | | \$ - | \$ - | \$ - | \$ - |
| EMISSIONS ENFORCE | 54 | | \$ - | \$ - | \$ - | \$ - |
| CONST 1 SEIZURE | 55 | | \$ - | \$ - | \$ - | \$ - |
| CONST 2 FORF | 56 | | \$ - | \$ - | \$ - | \$ - |
| CONST 3 FORF | 57 | | \$ - | \$ - | \$ - | \$ - |
| CONST 4 FORF | 58 | | \$ - | \$ - | \$ - | \$ - |
| LAW ENFORCE BLOCK | 59 | | \$ 1.54 | \$ 1.65 | \$ 1.62 | \$ 4.81 |
| LEVEE 2 | 72 | | \$ 8.79 | \$ 7.74 | \$ 8.06 | \$ 24.59 |
| LEVEE 3 | 73 | | \$ 7.42 | \$ 5.52 | \$ 6.29 | \$ 19.23 |
| LEVEE 4 | 74 | | \$ - | \$ - | \$ - | \$ - |
| | | | \$ 2,838.32 | \$ 2,639.86 | \$ 2,407.39 | \$ 7,885.57 |

PAGE 1 06/30/14 19:32:21

report
FEDERAL RESERVE BANK PLEDGEE HOLDINGS

DISTRB

CCL PROD

PT KL

AS OF CLOSE OF BUSINESS 06-30-2014

PLEDGE: ELLIS COUNTY
101 W. MAIN

INSTITUTION ID: [REDACTED]

WAXAHACHIE - COMERICA DALLAS TX 75165

RESP FRB: [REDACTED]

HOLDER : 111000753
ACCOUNT: [REDACTED] - *ELLIS COUNTY
CUSIP # [REDACTED]

BVF
0.1702372900
0.6179206700
0.9168289400
SUBTOTAL:
GRAND TOTAL:

BOOK VALUE
9,107,695.02
2,162,722.35
37,589,986.54
48,860,403.91
48,860,403.91

04.000 G 12-01-24
02.500 G 07-01-27
02.500 G 06-01-28

PAR BALANCE
53,500,000.00
3,500,000.00
41,000,000.00
98,000,000.00
98,000,000.00



BNY MELLON

Broker/Dealer Services
One Wall Street, Fourth Floor
New York, NY 10286

Date: 06/30/14

000801 XBGSC301
ATTN: CHERYL CHAMBERS
ELLIS COUNTY TEXAS
101 W MAIN SUITE 203
WAXAHACHIE TX 75165

Account Id: WUB709

Tax Id Number: [REDACTED]

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/30/14

The collateral segregated on your behalf on 06/30/14 is as follows:

| CUSIP | DESCRIPTION | QUANTITY | MARKET VALUE |
|-----------------|---------------------------|--------------|--------------|
| [REDACTED] | FNMA FNMS 3.000% 01/01/43 | 6,205,000.00 | 5,643,937.57 |
| TOTAL MKT VALUE | | | 5,643,937.57 |



BNY MELLON

BROKER DEALER SERVICES DIVISION
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

—
—
—
—
In connection with your agreement pursuant to which this report is furnished, the prices of financial assets and indicative data reported or reflected herein generally are provided by data providers and ratings agencies ("vendors") used by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) in the ordinary course of business. Prices and indicative data are not independently verified by BNYM, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be priced valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS Triparty Services).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges via BNYM vendor, as appropriate.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

BDS_Pricing Disclosures (FINAL 5-13).doc

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F1

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|------------------------------|-----------|
| ✓ 001-0330-40065-00000-000 | Transport Reimbursement Fees | 17,484.59 |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|----------------|----------|
| ✓ 001-0010-50808-00000-000 | Auto Gas & Oil | 17484.59 |
| | | |
| | | |
| | | |
| | | |
| | | |

J. G. B. 8-July-14
 Signature of Department Head Date Signed

Sheriff's Office
 Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

- _____ County Judge
- _____ Commissioner Precinct #1
- _____ Commissioner Precinct #2
- _____ Commissioner Precinct #3
- _____ Commissioner Precinct #4

Approved by County Auditor's Office: Allen 2/10/14

Needs court approval

F21

ELLIS COUNTY BUDGET
2012/2013 LINE ITEM ADJUSTMENT

RECEIVED

JUL 14 2014

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2010/2011 Budget as follows:

ELLIS COUNTY
AUDITOR

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|---------------------------------|-------------|
| ✓ 042-0942-30302-00000-000 | Federal Forfeiture Fund Balance | \$22,136.68 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------------------|-------------------|----------------------------------|
| ✓ 042-0942-50868-00000-000 | Contract Services | 20,443.73 \$20,443.30 |
| ✓ 042-0942-50802-00000-000 | Equipment | \$1,692.95 |
| | | |
| | | |
| | | |

7/15/14

C. Zamboni
Signature of Department Head

042 / Sheriff's Fed Forfeiture
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2014

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

Approved by County Auditor's Office: *Allen* 7/14/14

Needs court approval

F3 ✓

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

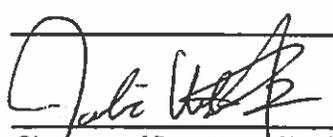
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|------------------|---------------|------------|
| ✓ 001-0520-50805 | Conference | \$ 1000.00 |
| ✓ 001-0520-50601 | Travel Reimb | \$ 1000.00 |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|---------------|------------|
| 001-0520-50801 | Supplies | \$ 1000.00 |
| 001-0520-50801 | Supplies | \$ 1000.00 |
| | | |
| | | |
| | | |


Signature of Department Head

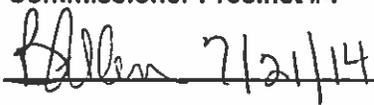
7-17-14
Date Signed

dpz
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

Approved by County Auditor's Office:  7/21/14

Needs court approval

F4

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

2013/2014 BUDGET

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------|--------|
| 001-0310-50802-00000-000 | Equipment | 5 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|---------------------|--------|
| 001-0310-50806-00000-000 | Official Bonds/Dues | 5 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

RECEIVED
JUL 21 2014
ELLIS COUNTY
AUDITOR

Marlene Reed
Signature of Department Head

7/17/2014
Date Signed

District Clerk
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

- _____ County Judge
- _____ Commissioner Precinct #1
- _____ Commissioner Precinct #2
- _____ Commissioner Precinct #3
- _____ Commissioner Precinct #4

Approved by County Auditor's Office: *Allen 7/22/14*

Needs court approval

F5

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|---------------|-------------|
| 005-0703-50807 | Misc | \$ 5,000.00 |
| 005-0703-50913 | Chemicals | \$ 3,000.00 |
| | | |
| | | |
| | | |
| | | |

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|----------------|---------------|-------------|
| 005-0703-50910 | Gas/Oil | \$ 8,000.00 |
| | | |
| | | |
| | | |
| | | |


Signature of Department Head

July 22 2014
Date Signed

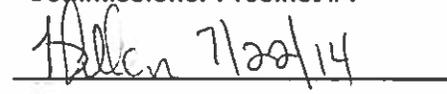
Road & Bridge, Pct. 3
Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

County Judge
Commissioner Precinct #1
Commissioner Precinct #2
Commissioner Precinct #3
Commissioner Precinct #4

Approved by County Auditor's Office:


7/22/14

Needs court approval 7.22.14

F6

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

RECEIVED

JUL 23 2014

ELLIS COUNTY
AUDITOR

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2013/2014 Budget as follows:

TRANSFER FROM:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|----------------|------------|
| 010-0653-50962-00000-000 | FM2 Lubricants | \$2,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

POSTED IN
PCT 2
COMPUTER

TRANSFER TO:

| ACCOUNT NO. | ACCOUNT TITLE | AMOUNT |
|--------------------------|----------------------|------------|
| 010-0653-50807-00000-000 | FM2 General Expenses | \$2,000.00 |
| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |

POSTED IN
PCT 2
COMPUTER

[Signature]

7-22-2014

Signature of Department Head

Date Signed

Department

ELLIS COUNTY COMMISSIONERS' COURT FINDS THAT THIS TRANSFER OF FUNDS IS FOR COUNTY PURPOSES AND IS AN APPROPRIATE REQUEST.

APPROVED THIS _____ DAY OF _____, 2013/2014

- County Judge
- Commissioner Precinct #1
- Commissioner Precinct #2
- Commissioner Precinct #3
- Commissioner Precinct #4

Approved by County Auditor's Office:

[Signature] 7/23/14

Needs court approval

Mr. Dennis Robinson
County Commissioner
Precinct 1
Ellis County, Texas

Re: Re-plat of Pace Road Estates

Dear Commissioner Robinson:

I am in the process of re-platting real property containing 11.8991 acres located in the Pace Road Estates of Palmer, Texas, Map #225F. By this letter, I am requesting a variance against fire hydrant requirements as the pipeline for water is only 1½ inches in size. Please grant said variance so that I may move forward with such re-plat.

With kindest regards, we are

Sincerely yours,

MARGARET BALDRIDGE, Owner

TONYA BONE, Owner/Purchaser



February 17, 2014

Tonya Angell
251 Pace Rd
Palmer, TX 75152

Re: Size of Water Line @ 251 Pace Rd

Rockett Special Utility District has a 1 ½' water line @ 251 Pace Rd. Should you need additional water meters, a hydraulic analysis, at your cost, has to be performed to determine the availability of a new connection from this main.

If you have any questions, please feel free to contact our office at 972-617-3524
Ext: 211

Regards,

A handwritten signature in black ink, appearing to read "Bart Harrison", is written over a circular stamp or mark.

Bart Harrison
Operations Manager

1.2

DEPT. DEVELOPMENT
ELLIS COUNTY

2014 JUL 16 PM 12:41

To Whom It May Concern,

I am requesting a variance from the Ellis County rules and Regulations that require a fire hydrant.

Thanks,

Mike Mercer

A handwritten signature in black ink that reads "Mike Mercer". The signature is written in a cursive style with a large initial "M".

1.2



June 6, 2014

Lisa Yates
Subdivision Coordinator
Ellis County Department of Development

Re: Lot 1 Blk A Shirley's Acre (Hampel Road)

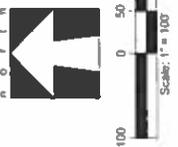
Dear Ms. Yates,

Rockett Special Utility District has a 6" water line at the above mentioned address and will be served by Rockett Special Utility District.

Sincerely,

A handwritten signature in black ink, appearing to read "Bart Harrison", with a large, stylized flourish at the end.

Bart Harrison
Operations Manager

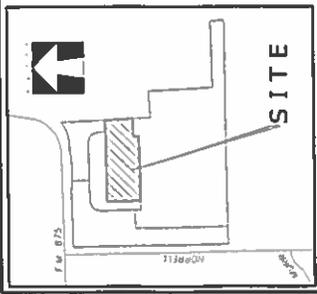


LEGEND
 U.E. - Utility Esmt.
 D.E. - Drainage Esmt.
 B.L. - Building Line
 IRF - Iron Rod found
 IRS - Iron Rod Set
 - Fire Hydrant

POINT OF COMMENCING

POINT OF BEGINNING

A.J. Eugely Sur A-924
 J.H. Majors Sur A-783
 F.M. 875
 approx. location survey line



LOCATION MAP

Jordan Ranch Estates
 C/264 PREC1
 Tract 22

Jordan Run Estates
 Phase I

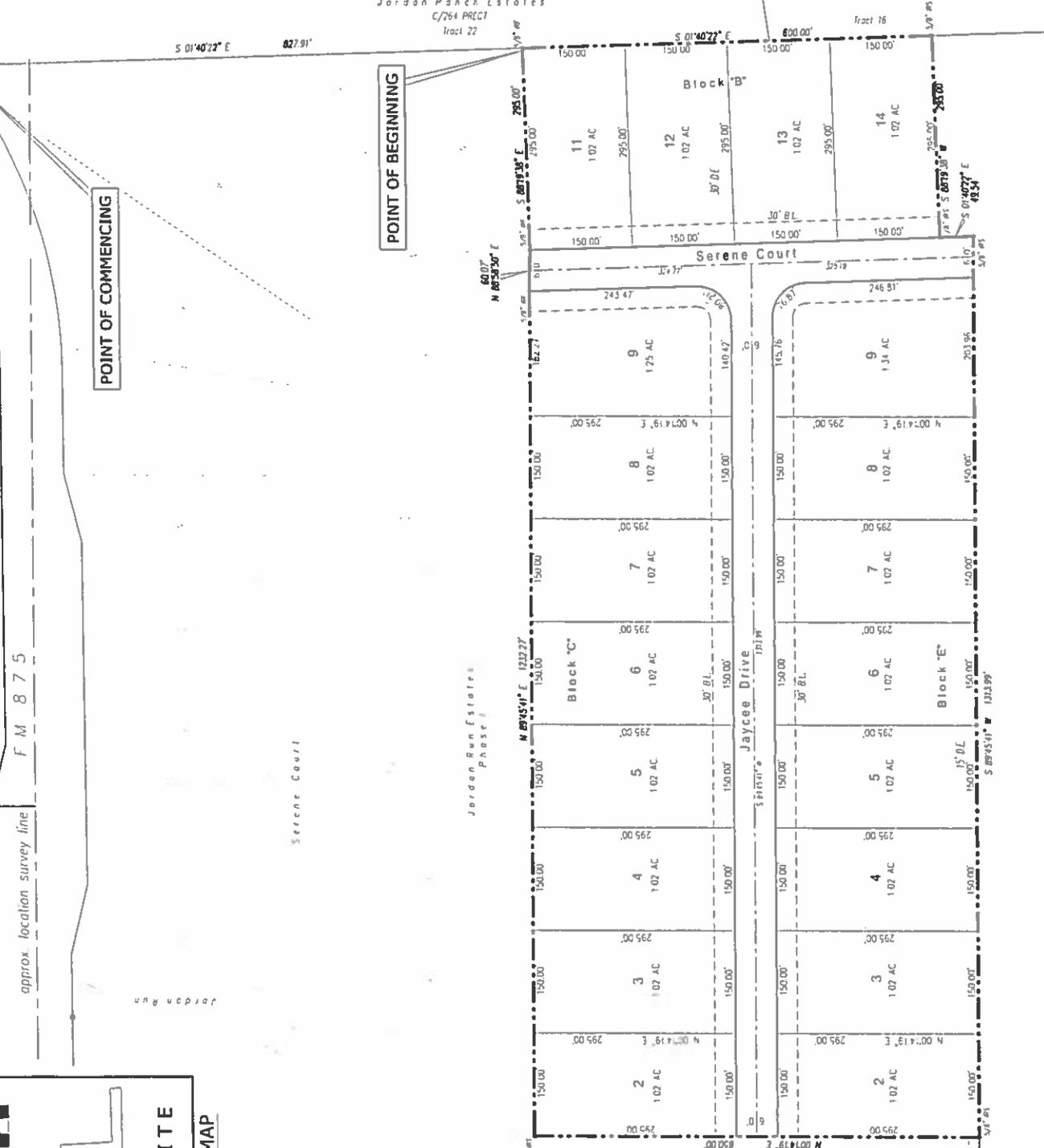
**20 Lots
 Final Plat
 JORDAN
 RUN
 ESTATES
 PHASE I**

Being 23.509 Acres
 in the
 E. Ballard Survey, Abst. 119
 J.H. Majors Survey, Abst. 783
 Ellis County, Texas

PREPARED BY:
 T. TABOR CONSULTING, PLLC
 F.W. ID # 5279
 1501 EAST DEBBE LANE,
 SUITE 102-152,
 MANCINI CENTER
 CONTACT: TOMMY D. TABOR, P.E.
 972-696-6989
 TTABOR@TIC-PLLC.COM

APPLICANT / OWNER
 HEALTHFIRST REAL ESTATE
 HOLDINGS, L.P. d/b/a MORRISON
 HOLDINGS
 4500 PARTNERS LPO RD
 FORT WORTH, TEXAS 76135
 CONTACT: SIEVE DOVOSKY
 214-232-1975
 SDOVOSKY@MORRISON.COM

PREPARED BY:
 MADDOX SURVEYING & MAPPING
 P.O. BOX 2109
 FORNEY, TEXAS 75126
 CONTACT: BRIAN J. MADDOX
 972-564-4416
 FAX: 972-564-4428



Future Phase Development



Scale: 1" = 400'

| DRAINAGE AREA CALCULATIONS | | | | | |
|----------------------------|-------|------|---------|---------|-------|
| TIME | COEFF | T5 | MPH/FTS | AREA | Q |
| 15-YEAR | 0.4 | 15 | 1.5 | (ACRES) | (CFS) |
| DRAINAGE | 7.8 | 1.5 | 1.5 | | |
| ZONE (B) | 7.8 | 1.5 | 1.5 | | |
| 1 | 11.1 | 21.1 | 31.6 | | |
| 2 | 10.8 | 21.1 | 31.6 | | |
| 3 | 10.8 | 21.1 | 31.6 | | |
| 4 | 10.8 | 21.1 | 31.6 | | |
| 5 | 19.8 | 38.9 | 58.8 | | |
| 6 | 20.3 | 39.8 | 59.4 | | |
| 7 | 25.4 | 49.9 | 74.8 | | |
| 8 | 27.7 | 54.4 | 81.6 | | |
| 9 | 30.0 | 59.2 | 88.4 | | |
| 10 | 32.1 | 63.3 | 94.9 | | |
| 11 | 32.1 | 63.3 | 94.9 | | |
| 12 | 32.1 | 63.3 | 94.9 | | |
| 13 | 50.5 | 99.0 | 148.5 | | |
| 14 | 5.3 | 10.4 | 15.6 | | |
| 15 | 12.6 | 24.6 | 36.9 | | |
| 16 | 5.4 | 10.6 | 15.9 | | |
| 17 | 13.1 | 25.6 | 38.9 | | |
| 18 | 9.0 | 17.7 | 26.6 | | |
| 19 | 19.2 | 37.6 | 56.4 | | |

Q (TOTAL 5-YEAR/TOTAL 100-YEAR)

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION PURPOSES AND WAS PREPARED BY T. TABOR CONSULTING, PLLC (5279) UNDER AUTHORIZATION OF HEALTHSOUTH REAL ESTATE HOLDINGS II, L.P. & JOHNSON PARTNERS, L.P.

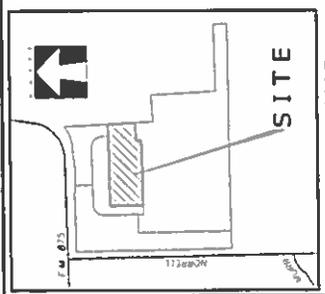
Drainage Area Map

JORDAN RUN ESTATES - PHASE 2
HEALTHSOUTH REAL ESTATE HOLDINGS II, L.P.
& JOHNSON PARTNERS, L.P.

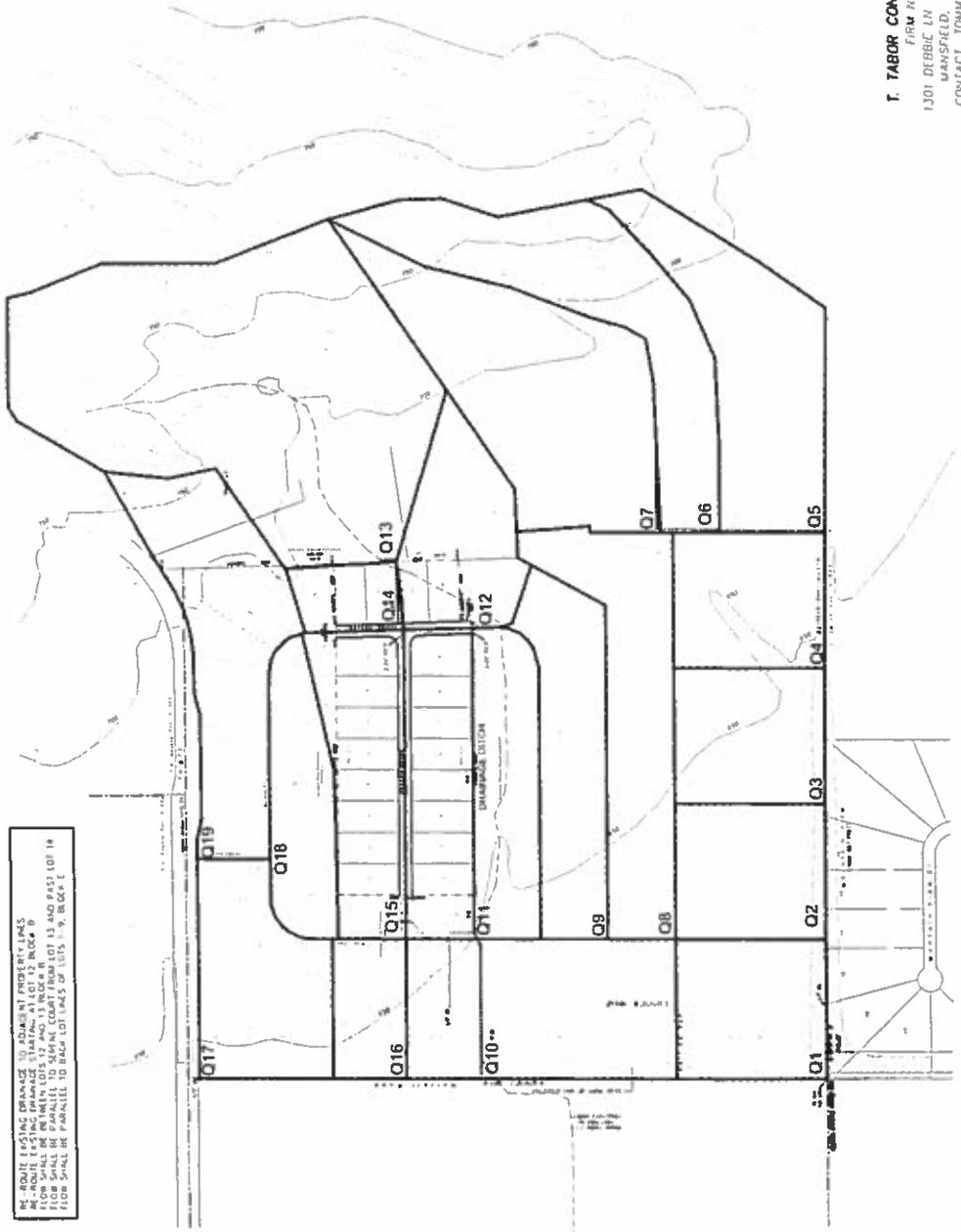
T. TABOR CONSULTING, PLLC
Ellis County, Texas

| | | | | | | |
|--------|-------|-------|---------|-------|------|----|
| DESIGN | DRAWN | DATE | SCALE | NOTES | FILE | NO |
| TTC | TTC | 06/13 | 1"=400' | | | 7 |

T. TABOR CONSULTING, PLLC
FIRM NO 5279
1301 DEBBIE LN - SUITE 102-152
MANSFIELD, TEXAS 76063
CONTACT: TOMMY D. TABOR, P.E.
972.896.6989



RE-ROUTE EXISTING DRAINAGE TO ADJACENT PROPERTY LINES TO AVOID CONFLICTS WITH PROPOSED BLOCK B. FLOW SHALL BE PARALLEL TO SEPTAGE COAST FROM LOT 13 AND EAST LOT 14 FROM SOUTH TO BACK LOT LINES OF LOTS 19, 20, 21 & 22.



2.1



DIR Contract No. DIR-SDD-1779 Verizon Wireless Customer Agreement

This agreement is dated June 12, 2014 between Celco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and County of Ellis("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-SDD-1779 (the "DIR Agreement") with an effective date of March 21, 2012 and as amended.

This Customer Agreement shall be governed by the terms and conditions of the DIR Agreement dated March 21, 2012. A copy of the DIR Agreement is incorporated herein by reference and is available online at http://www.dir.texas.gov/DIR_Contracts/DIR-SDD-1779.pdf or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: Existing Vendor Customer Account Number(s): 0422551579-0001

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.): email

Verizon Wireless Sales Representative Name: Jose Martinez and Wireless Phone Number: 214 437 5042 and GID:

Verizon Wireless Profile ID(s): 2290194

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 14 day of July ,2014

| | |
|---------------------------------------|-------------------------------------|
| Customer Name: County of Ellis | Verizon Wireless |
| Authorized Signature | Authorized Signature |
| Printed Name: Carol Bush | Printed Name: Blake Pumphrey |
| Title: County Judge | Title: Govt AD |
| Date: 07-14-14 | Date: |

Rental Agreement

Contract # 147976

This agreement has been made and entered into on 7/14/2014 by and between

Ellis County Tax Assessor
101 W. Main St.
WAXAHACHIE, TX 75165

hereinafter called Lessee, and

Secure More MAIN OFFICE
602 Cantrell Street
Suite A
Waxahachie, TX 75165

hereinafter called Lessor.

Unit Number: 00417
Rate: \$94.00 every 4 weeks.
Lease Begins 7/14/2014 and Terminates 8/11/2014.
Next payment of \$94.00 is due on 8/11/2014

WITNESSETH: Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly described as unit number 00417, upon the terms and conditions hereafter set out.

- The term of this lease shall begin and end on the dates stated above, provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least ten (10) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.
- Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid in advance, by either delivery of same to Lessor or to the order of Lessor.
- Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof, in as good a condition as received, ordinary wear and tear excepted. Lessee shall be liable for any damage done to premises whether by Lessee or any agent, guest, or invitee of Lessee.
- It is specifically understood and agreed by and between the parties that Lessor shall not be responsible for any loss of goods stored in the storage space above described, nor be responsible for any damage done to any items stored in said space, unless said loss or damage is caused by the direct act of Lessor or their agents, employees or representatives.
- Stored Property is subject to a Contractual Landlord's Lien if rent becomes delinquent. In the event Lessee shall fail to a pay rent when due, permit said payment to remain delinquent for a period of more than fifteen (15) days, Lessor is thereafter authorized by lessee to lock up the storage space, and to keep said premises locked until the rent is paid. In the event said rental is not paid within 30 days of the due date, then any property located in the said storage space is to be sold by Lessor with the proceeds of said sale to be applied first to the expense of sale, with the same to include but not be limited to a reasonable attorney fee and the cost of publications of notice of sale, if any, then to the payment of rent, with any surplus remaining to be paid to the Lessee.
- In the event of Lessee's default in the payment of rent when due, or failure to perform any other covenant contained herein, Lessee expressly agrees that if Lessor brings any action for the enforcement of this agreement, Lessee shall be liable for the costs of that action, including a reasonable attorney fee.
- Lessee shall not have the right to assign this agreement without first having obtained the permission of Lessor in writing. Lessee further agrees to preserve such premises free from nuisance and not permit the use of the same of any part thereof for other than storage purposes or for any purpose prohibited by law.
- Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties herein, their heirs, successors, representatives and assigns, if any.
- Lessor is responsible for getting his/her own insurance for stored property.
- Storage of chemicals, gasoline, explosives and live animals is prohibited.

Move-In Charges Detail

| | <u>Rent</u> | <u>Monthly Charges</u> | <u>Security Deposit</u> | <u>Admin. Fee</u> | <u>Insurance Premium</u> | <u>Lock/Misc</u> | <u>Taxes</u> | <u>Credit</u> | <u>Total</u> |
|-----------|-------------|------------------------|-------------------------|-------------------|--------------------------|------------------|--------------|---------------|--------------|
| 7/14/2014 | \$94.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$94.00 |

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written

LESSOR

LESSEE

Luella Young

Rental Agreement

Contract # 147976

This agreement has been made and entered into on 7/14/2014 by and between

Ellis County Tax Assessor
101 W. Main St.
WAXAHACHIE, TX 75165

hereinafter called Lessee, and

Secure More MAIN OFFICE
602 Cantrell Street
Suite A
Waxahachie, TX 75165

hereinafter called Lessor

Unit Number: 00417
Rate: \$94.00 every 4 weeks
Lease Begins 7/14/2014 and Terminates 8/11/2014
Next payment of \$94.00 is due on 8/11/2014

WITNESSETH Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly described as unit number 00417, upon the terms and conditions hereafter set out

- The term of this lease shall begin and end on the dates stated above, provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least ten (10) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.
- Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid in advance, by either delivery of same to Lessor or to the order of Lessor.
- Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof in as good a condition as received, ordinary wear and tear excepted. Lessee shall be liable for any damage done to premises whether by Lessee or any agent, guest, or invitee of Lessee.
- It is specifically understood and agreed by and between the parties that Lessor shall not be responsible for any loss of goods stored in the storage space above described, nor be responsible for any damage done to any items stored in said space, unless said loss or damage is caused by the direct act of Lessor or their agents, employees or representatives.
- Stored Property is subject to a Contractual Landlord's Lien if rent becomes delinquent. In the event Lessee shall fail to a pay rent when due, permit said payment to remain delinquent for a period of more than fifteen (15) days, Lessor is thereafter authorized by lessee to lock up the storage space, and to keep said premises locked until the rent is paid. In the event said rental is not paid within 30 days of the due date, then any property located in the said storage space is to be sold by Lessor with the proceeds of said sale to be applied first to the expense of sale, with the same to include but not be limited to a reasonable attorney fee and the cost of publications of notice of sale, if any, then to the payment of rent, with any surplus remaining to be paid to the Lessee.
- In the event of Lessee's default in the payment of rent when due, or failure to perform any other covenant contained herein, Lessee expressly agrees that if Lessor brings any action for the enforcement of this agreement, Lessee shall be liable for the costs of that action, including a reasonable attorney fee.
- Lessee shall not have the right to assign this agreement without first having obtained the permission of Lessor in writing. Lessee further agrees to preserve such premises free from nuisance and not permit the use of the same or any part thereof for other than storage purposes or for any purpose prohibited by law.
- Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties hereto, their heirs, successors, representatives and assigns, if any.
- Lessor is responsible for getting his/her own insurance for stored property.
- Storage of chemicals, gasoline, explosives and live animals is prohibited.

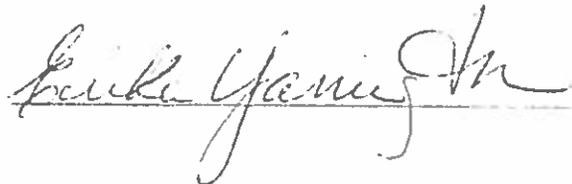
Move-In Charges Detail

| | <u>Rent</u> | <u>Monthly Charges</u> | <u>Security Deposit</u> | <u>Admin Fee</u> | <u>Insurance Premium</u> | <u>Lock/Misc</u> | <u>Taxes</u> | <u>Credit</u> | <u>Total</u> |
|-----------|-------------|------------------------|-------------------------|------------------|--------------------------|------------------|--------------|---------------|--------------|
| 7/14/2014 | \$94.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$94.00 |

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written

LESSOR

LESSEE



Rental Agreement

Contract # 147978

This agreement has been made and entered into on 7/14/2014 by and between

Ellis County Tax Assessor
101 W. Main St.
WAXAHACHIE, TX 75165

hereinafter called Lessee. and

Secure More MAIN OFFICE
602 Cantrell Street
Suite A
Waxahachie, TX 75165

hereinafter called Lessor.

Unit Number: 00611
Rate: \$47.00 per month.
Lease Begins 7/14/2014 and Terminates 8/14/2014.
Next payment of \$47.00 is due on 8/14/2014.

WITNESSETH: Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly described as unit number 00611, upon the terms and conditions hereafter set out.

1. The term of this lease shall begin and end on the dates stated above, provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least ten (10) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.
2. Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid in advance, by either delivery of same to Lessor or to the order of Lessor.
3. Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof, in as good a condition as received, ordinary wear and tear excepted. Lessee shall be liable for any damage done to premises whether by Lessee or any agent, guest, or invitee of Lessee.
4. It is specifically understood and agreed by and between the parties that Lessor shall not be responsible for any loss of goods stored in the storage space above described, nor be responsible for any damage done to any items stored in said space, unless said loss or damage is caused by the direct act of Lessor or their agents, employees or representatives.
5. **Stored Property is subject to a Contractual Landlord's Lien if rent becomes delinquent. In the event Lessee shall fail to a pay rent when due, permit said payment to remain delinquent for a period of more than fifteen (15) days, Lessor is thereafter authorized by lessee to lock up the storage space, and to keep said premises locked until the rent is paid. In the event said rental is not paid within 30 days of the due date, then any property located in the said storage space is to be sold by Lessor with the proceeds of said sale to be applied first to the expense of sale, with the same to include but not be limited to a reasonable attorney fee and the cost of publications of notice of sale, if any, then to the payment of rent, with any surplus remaining to be paid to the Lessee.**
6. In the event of Lessee's default in the payment of rent when due, or failure to perform any other covenant contained herein, Lessee expressly agrees that if Lessor brings any action for the enforcement of this agreement, Lessee shall be liable for the costs of that action, including a reasonable attorney fee.
7. Lessee shall not have the right to assign this agreement without first having obtained the permission of Lessor in writing. Lessee further agrees to preserve such premises free from nuisance and not permit the use of the same of any part thereof for other than storage purposes or for any purpose prohibited by law.
8. Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties hereto, their heirs, successors, representatives and assigns, if any.
9. Lessor is responsible for getting his/her own insurance for stored property.
10. Storage of chemicals, gasoline, explosives and live animals is prohibited.

Move-In Charges Detail

| | <u>Rent</u> | <u>Monthly Charges</u> | <u>Security Deposit</u> | <u>Admin. Fee</u> | <u>Insurance Premium</u> | <u>Lock/Misc</u> | <u>Taxes</u> | <u>Credit</u> | <u>Total</u> |
|-----------|-------------|------------------------|-------------------------|-------------------|--------------------------|------------------|--------------|---------------|--------------|
| 7/14/2014 | \$47.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$47.00 |

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

LESSOR

LESSEE

Erica Young

Rental Agreement

Contract # 147978

This agreement has been made and entered into on 7/14/2014 by and between

Ellis County Tax Assessor
101 W. Main St.
WAXAHACHIE, TX 75165

hereinafter called Lessee, and

Secure More MAIN OFFICE
602 Cantrell Street
Suite A
Waxahachie, TX 75165

hereinafter called Lessor.

Unit Number: 00611
Rate: \$47.00 per month.
Lease Begins 7/14/2014 and Terminates 8/14/2014.
Next payment of \$47.00 is due on 8/14/2014.

WITNESSETH: Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly described as unit number 00611, upon the terms and conditions hereafter set out.

1. The term of this lease shall begin and end on the dates stated above, provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least ten (10) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.
2. Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid in advance, by either delivery of same to Lessor or to the order of Lessor.
3. Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof, in as good a condition as received, ordinary wear and tear excepted. Lessee shall be liable for any damage done to premises whether by Lessee or any agent, guest, or invitee of Lessee.
4. It is specifically understood and agreed by and between the parties that Lessor shall not be responsible for any loss of goods stored in the storage space above described, nor be responsible for any damage done to any items stored in said space, unless said loss or damage is caused by the direct act of Lessor or their agents, employees or representatives.
5. **Stored Property is subject to a Contractual Landlord's Lien if rent becomes delinquent. In the event Lessee shall fail to a pay rent when due, permit said payment to remain delinquent for a period of more than fifteen (15) days, Lessor is thereafter authorized by lessee to lock up the storage space, and to keep said premises locked until the rent is paid. In the event said rental is not paid within 30 days of the due date, then any property located in the said storage space is to be sold by Lessor with the proceeds of said sale to be applied first to the expense of sale, with the same to include but not be limited to a reasonable attorney fee and the cost of publications of notice of sale, if any, then to the payment of rent, with any surplus remaining to be paid to the Lessee.**
6. In the event of Lessee's default in the payment of rent when due, or failure to perform any other covenant contained herein, Lessee expressly agrees that if Lessor brings any action for the enforcement of this agreement, Lessee shall be liable for the costs of that action, including a reasonable attorney fee.
7. Lessee shall not have the right to assign this agreement without first having obtained the permission of Lessor in writing. Lessee further agrees to preserve such premises free from nuisance and not permit the use of the same of any part thereof for other than storage purposes or for any purpose prohibited by law.
8. Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties hereto, their heirs, successors, representatives and assigns, if any.
9. Lessor is responsible for getting his/her own insurance for stored property.
10. Storage of chemicals, gasoline, explosives and live animals is prohibited.

Move-In Charges Detail

| | <u>Rent</u> | <u>Monthly Charges</u> | <u>Security Deposit</u> | <u>Admin. Fee</u> | <u>Insurance Premium</u> | <u>Lock/Misc</u> | <u>Taxes</u> | <u>Credit</u> | <u>Total</u> |
|-----------|-------------|------------------------|-------------------------|-------------------|--------------------------|------------------|--------------|---------------|--------------|
| 7/14/2014 | \$47.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$47.00 |

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

LESSOR

LESSEE

Erika Yarvington

Rental Agreement

Contract # 147979

This agreement has been made and entered into on 7/14/2014 by and between

Ellis County Tax Assessor
101 W. Main St.
WAXAHACHIE, TX 75165

hereinafter called Lessee, and

Secure More MAIN OFFICE
602 Cantrell Street
Suite A
Waxahachie, TX 75165

hereinafter called Lessor.

Unit Number: 00639
Rate: \$47.00 per month.
Lease Begins 7/14/2014 and Terminates 8/14/2014.
Next payment of \$47.00 is due on 8/14/2014.

WITNESSETH: Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly described as unit number 00639, upon the terms and conditions hereafter set out

- 1 The term of this lease shall begin and end on the dates stated above, provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least ten (10) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.
- 2 Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid in advance, by either delivery of same to Lessor or to the order of Lessor.
- 3 Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof, in as good a condition as received, ordinary wear and tear excepted. Lessee shall be liable for any damage done to premises whether by Lessee or any agent, guest, or invitee of Lessee.
- 4 It is specifically understood and agreed by and between the parties that Lessor shall not be responsible for any loss of goods stored in the storage space above described, nor be responsible for any damage done to any items stored in said space, unless said loss or damage is caused by the direct act of Lessor or their agents, employees or representatives.
- 5 Stored Property is subject to a Contractual Landlor's Lien if rent becomes delinquent. In the event Lessee shall fail to a pay rent when due, permit said payment to remain delinquent for a period of more than fifteen (15) days, Lessor is thereafter authorized by lessee to lock up the storage space, and to keep said premises locked until the rent is paid. In the event said rental is not paid within 30 days of the due date, then any property located in the said storage space is to be sold by Lessor with the proceeds of said sale to be applied first to the expense of sale, with the same to include but not be limited to a reasonable attorney fee and the cost of publications of notice of sale, if any, then to the payment of rent, with any surplus remaining to be paid to the Lessee.
- 6 In the event of Lessee's default in the payment of rent when due, or failure to perform any other covenant contained herein, Lessee expressly agrees that if Lessor brings any action for the enforcement of this agreement, Lessee shall be liable for the costs of that action, including a reasonable attorney fee.
- 7 Lessee shall not have the right to assign this agreement without first having obtained the permission of Lessor in writing. Lessee further agrees to preserve such premises free from nuisance and not permit the use of the same of any part thereof for other than storage purposes or for any purpose prohibited by law.
- 8 Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties hereto, their heirs, successors, representatives and assigns if any.
- 9 Lessor is responsible for getting his/her own insurance for stored property.
- 10 Storage of chemicals, gasoline, explosives and live animals is prohibited.

Move-In Charges Detail

| | <u>Rent</u> | <u>Monthly Charges</u> | <u>Security Deposit</u> | <u>Admin. Fee</u> | <u>Insurance Premium</u> | <u>Lock/Misc</u> | <u>Taxes</u> | <u>Credit</u> | <u>Total</u> |
|-----------|-------------|------------------------|-------------------------|-------------------|--------------------------|------------------|--------------|---------------|--------------|
| 7/14/2014 | \$47.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$47.00 |

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

LESSOR

LESSEE

Erika Garrison

Rental Agreement

Contract # 147979

This agreement has been made and entered into on 7/14/2014 by and between

Ellis County Tax Assessor
101 W. Main St.
WAXAHACHIE, TX 75165

hereinafter called Lessee, and

Secure More MAIN OFFICE
602 Cantrell Street
Suite A
Waxahachie, TX 75165

hereinafter called Lessor

Unit Number 00639
Rate \$47.00 per month
Lease Begins 7/14/2014 and Terminates 8/14/2014
Next payment of \$47.00 is due on 8/14/2014.

WITNESSETH Lessor does hereby lease to Lessee and Lessee does hereby take as Lessee, the storage space more particularly described as unit number 00639, upon the terms and conditions hereafter set out.

1 The term of this lease shall begin and end on the dates stated above, provided however, the term of the lease may be extended for like periods of time, provided neither party gives notice to the other party of intent to terminate the lease, whether at the end of the initial term or at the end of any renewal term thereof. Notice of termination must be received within at least ten (10) days prior to the termination date, or the lease will be deemed to have been renewed for a term equal to the original term of the lease.

2 Lessee shall pay as rent therefore the sum per period stated above for the full term of the lease, said rent to be paid in advance, by either delivery of same to Lessor or to the order of Lessor.

3 Lessee takes said property in its present condition and agrees to return the same to Lessor at the end of said lease or any renewal thereof, in as good a condition as received, ordinary wear and tear excepted. Lessee shall be liable for any damage done to premises whether by Lessee or any agent, guest, or invitee of Lessee.

4 It is specifically understood and agreed by and between the parties that Lessor shall not be responsible for any loss of goods stored in the storage space above described, nor be responsible for any damage done to any items stored in said space, unless said loss or damage is caused by the direct act of Lessor or their agents, employees or representatives.

5 Stored Property is subject to a Contractual Landlord's Lien if rent becomes delinquent. In the event Lessee shall fail to a pay rent when due, permit said payment to remain delinquent for a period of more than fifteen (15) days, Lessor is thereafter authorized by lessee to lock up the storage space, and to keep said premises locked until the rent is paid. In the event said rental is not paid within 30 days of the due date, then any property located in the said storage space is to be sold by Lessor with the proceeds of said sale to be applied first to the expense of sale, with the same to include but not be limited to a reasonable attorney fee and the cost of publications of notice of sale, if any, then to the payment of rent, with any surplus remaining to be paid to the Lessee.

6 In the event of Lessee's default in the payment of rent when due, or failure to perform any other covenant contained herein, Lessee expressly agrees that if Lessor brings any action for the enforcement of this agreement, Lessee shall be liable for the costs of that action, including a reasonable attorney fee.

7 Lessee shall not have the right to assign this agreement without first having obtained the permission of Lessor in writing. Lessee further agrees to preserve such premises free from nuisance and not permit the use of the same of any part thereof for other than storage purposes or for any purpose prohibited by law.

8 Time, wherever mentioned, is of the essence of this agreement. This agreement shall be binding upon the parties hereto, their heirs, successors, representatives and assigns, if any.

9 Lessor is responsible for getting his/her own insurance for stored property.

10 Storage of chemicals, gasoline, explosives and live animals is prohibited.

Move-In Charges Detail

| | <u>Rent</u> | <u>Monthly Charges</u> | <u>Security Deposit</u> | <u>Admin. Fee</u> | <u>Insurance Premium</u> | <u>Lock/Misc.</u> | <u>Taxes</u> | <u>Credit</u> | <u>Total</u> |
|-----------|-------------|------------------------|-------------------------|-------------------|--------------------------|-------------------|--------------|---------------|--------------|
| 7/14/2014 | \$47.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$47.00 |

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

LESSOR

LESSEE





Tenant's name ELLIS COUNTY ELLIS COUNTY Space number(s): 22B
 Date form filled in: July 23, 2014
 Contract #: 1985

SELF-SERVICE STORAGE RENTAL AGREEMENT
 (Use for all self-service storage, including outdoor storage)

1. **TENANT INFORMATION.** Tenant is the individual signing this Agreement, or a business. [Please print all information below.]

ELLIS COUNTY-C. CLERK ELLIS COUNTY
 Tenant's last name (or name of business if Tenant is a business) First name Middle initial Date of birth
101 W. MAIN, Waxahachie, TX 75165 ELLIS COUNTY
 Tenant's mailing address for notices (P. O. Box or street address with apt. number, city, state, and ZIP code) Employer's name
 The above address is or Tenant's email address provided below will be used for all written notices to Tenant unless Tenant gives written notice of change to Lessor
000003743 (972) 825-5070 (972) 825-5070 (972) 825-5070
 Tenant's Soc. Sec. # (or Tax ID # if Tenant is a business) Tenant's home phone Tenant's work phone Tenant's cell phone

TINA CHAMBERS 972-825-5070
 List persons (with same access rights as Tenant, Lessor, at Lessor's option, may tell them Tenant's access code, space no., account status, and assist with lock cutting)

CINDY POLLEY 101 W. MAIN WAXAHACHIE 75165 972-825-5083
 List name, address, and phone of person(s) who may be contacted in an emergency (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, child over 18 or estate executor to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any such persons at any time.

2. **TENANT INFORMATION.** Tenant is or is not [check one] in the military. What branch? _____ If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] in the reserves, National Guard, or Texas State Guard or on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, email, phone number, or any other information provided by Tenant. A change of mailing or email address will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor's address stated herein in WRITING and SIGNED and DATED by Tenant and actually RECEIVED by Lessor. See also paragraph 33.

3. **TENANT'S SPACE.** Space number(s) 22B Approx size(s) (exact dimensions may vary) 10 x 30
 Minimum lease term: 1 month(s) Tenant's facility access code (if any) 2283743 Other codes (if any) _____

4. **DOLLARS AND DATES.** Tenant's security deposit is \$ 15.00 Tenant's right to occupy the space begins July 23, 2014, and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (e), (d), (g), (h), (i), (j), (m) and (n) are "per space."

| | | |
|--|---|--|
| (a) Rent \$ <u>155.00</u> per month | (k) Charge for returned mail | (l) Charge for sending statutory notice of claim |
| (b) Monthly rental due date: <u>1</u> of month | (m) not providing address change: \$ <u>0.00</u> | (n) for unpaid sums: \$ <u>25.00</u> |
| (c) Initial late charge if rent not received (bill in only O.D.E.) | (o) Charge for locking space when unlocked or improperly locked: \$ <u>15.00</u> | (p) Charge for newspaper advertisement (to cover time, inconvenience, and ad costs): \$ <u>25.00</u> |
| by _____ of month, OR | (q) Charge per day if Tenant fails to lock after 7 day notice: \$ <u>10.00</u> | (r) Charge for conducting foreclosure sale at public auction for nonpayment: \$ <u>25.00</u> |
| by day <u>5</u> after due date: \$ <u>10.00</u> | (s) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 33: \$ <u>15.00</u> | (t) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs): \$ <u>175.00</u> |
| (d) Subsequent late charge if rent not received (bill in only O.D.E.) | (u) Charge for overlocking Tenant's space or chaining property when authorized by paragraphs 24(2) or 33: \$ <u>10.00</u> | (v) Charge per-hour for removing or cleaning when Tenant fails or fails to clean, remove items, or vacate: paragraphs 10, 31, and 33(e): \$ <u>35.00</u> |
| by _____ of month, OR | | |
| by day <u>10</u> after due date: \$ <u>25.00</u> | | |
| (e) Returned payment charge (including bank charges, mail costs, time and overhead): \$ <u>30.00</u> | | |

PAYMENTS AND NOTICES. Payments may or may not [check one] be made in cash. Payments may or may not [check one] be made by personal or company check. Payments may or may not [check one] be made by credit card. Payments may be by money order, travelers check, or certified or cashiers check. However, Lessor may change permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, faxed or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. **NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS.**

6. **SPECIAL PROVISIONS.** No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form). NO PRORATE ON MOVE OUT. A CHARGE OF \$45.00 WILL BE ADDED TO YOUR ACCOUNT IF STUCK BEHIND GATE AFTER HOURS

7. **COPIES AND ATTACHMENTS.** Attached to Lessor's copy and Tenant's copy of this Agreement are: [checked]
 Vehicle trailer addendum (form) Supplemental rules, dated _____ Form for change of Tenant contact information
 Boat addendum (form) Insurance application (Tenant option) Spanish copy of lease (informational only)
 Other addendum, dated _____ Move-out notice (form) Other _____

TENANT
 Signature of Tenant or Tenant's authorized agent (and title, if any)
ELLIS COUNTY ELLIS COUNTY-C. CLERK
 Printed name of individual signing
00000000 TX
 Drivers license of individual signing State Expiration date
 Other ID if no drivers license Vehicle license state and number
 Email address
 Date of signature
000012-079-768/-0709-848423

LESSOR
 Signature of Lessor's Agent
 Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address, unless a different mailing address is shown below. Lessor's phone number and fax number (if any) and email address (if any) are also shown below.
Mailing Address: **Physical Address:**
A Big Toy RV & Mini Storage Same as Mailing Address
1832 FM 66
Waxahachie, TX 75167
 Telephone: () - Fax: () -
abigtoysselfstorage@sbcglobal.net

NOTICE TO TENANT AND RELEASE

CALCULATION OF INITIAL PAYMENT

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge dates in paragraph 4 will result in late charges. Payment in cash, money order, or personal or company check may be required or disallowed, at Lessor's option. Tenant will furnish own lock. **NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE--REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE.** Tenant will self-insure or obtain insurance for all losses and damages as required by paragraph 20.

| | |
|---|------------------|
| 1. Current month's rent _____ | \$ 46.50 |
| 2. Additional rent (thru _____) _____ | \$ 0.00 |
| 3. Non-refundable administration fee _____ | \$ 0.00 |
| 4. Deposit (see para. 38 for refund procedures) _____ | \$ 15.00 |
| 5. Other _____ | \$ _____ |
| 6. Sales tax _____ | \$ _____ |
| TOTAL MOVE-IN COST DUE NOW _____ | \$ 61.50 |
| NEXT RENT PAYMENT AMOUNT IS _____ | \$ 155.00 |
| NEXT RENT PAYMENT IS DUE ON August 1, 2014 | |

This rental agreement is unenforceable and voidable at Tenant's option if at the time of execution, Lessor's facility was not licensed by the Texas Self Storage Association (TSSA) to use the rental agreement or if the rental agreement fails to show the appropriate computer-generated identification code at the bottom of pages one and two. TSSA can verify whether the facility was so licensed on the date of execution if the front page of the rental agreement is faxed to TSSA at (512) 374-9253.

X Tenant Initials: _____

8. **TERM AND RENEWAL.** Lessor agrees to rent to Tenant the storage space describe in paragraph 3. The beginning date of Tenant's right to use the space is shown in paragraph 4. The Rental Agreement automatically continues on a month-to-month basis after the lease term ends until it is terminated in writing by Tenant or Lessor, according to paragraph 9.
9. **TERMINATION AND MOVE-OUT NOTICE.** Provided that Tenant complies with the minimum length of lease term in paragraph 3, and subject to paragraph 38, Tenant may terminate this Agreement and move out of the space by written notice delivered to Lessor at Lessor's mailing address or email address at least 10 days before Tenant's intended termination date. If mailed, such notice must be postmarked at least 10 days before such termination date. Lessor's mailing address for all payments and mailed notices is shown on page 1. Lessor's email address, if any, for notices is shown on page 1. Lessor may terminate this Agreement by emailing, mailing or hand delivering written notice to Tenant 15 days in advance of termination. If the space is substantially damaged due to fire, windstorm, or other casualty in Lessor's sole judgment, Lessor may terminate this Agreement by emailing, mailing or hand delivering 5 days advance written notice of termination to Tenant. Lessor may terminate this Agreement sooner under paragraphs 24(f) and/or 25. Tenant may not holdover after termination of possession or termination of the lease by Lessor.
10. **MOVE-OUT DUTIES.** At or before the end of the rental term or renewal period, Tenant must vacate the space completely. Tenant must remove Tenant's lock and deliver or mail written notice to Lessor on the day of move-out, stating that Tenant has moved out. Tenant must remove all contents and debris. Tenant must leave space "broom clean" if space has solid floor. Tenant must return all pass cards, pass keys, or other items issued to Tenant or pay Lessor's standard charges for any nonreturns.
11. **RENT AND CHARGES.** Monthly rent is in paragraph 4(a). Rent must be received by Lessor in advance without demand at Lessor's mailing address on or before the due date in paragraph 4(b). Rent is delinquent and Tenant is in default if rent is not received by that date. There is no grace period. Initial late charge is shown in paragraph 4(c) and subsequent late charge(s), if any, are shown in paragraph 4(d). Late charges are agreed liquidated damages for Lessor's time, effort, inconvenience, and overhead in corresponding, telephoning, and record keeping (except for attorneys fees and other charges in paragraph 4) regardless of the extent of collection efforts. At Lessor's option and without notice, Lessor may apply money received to any obligation of Tenant under this Agreement--regardless of Tenant requests or Tenant notations on checks or money orders to apply the money to a specific purpose and regardless of when the obligations arose or the number of spaces covered in the Agreement. If you fail to pay all amounts due within 10 days after we mail or email you a notice demanding payment and stating that your account may be turned over to a collection agency, you must pay all collection agency fees.

If a written notice to Lessee is returned to Lessor due to Tenant's failure to notify Lessor of a change in Tenant's mailing address, Lessee will pay the charge in paragraph 4(f). The charge is limited to a one-time charge per each unchanged address. Lessor has no duty to place a lock on Tenant's space. But if the Tenant's space is lockable and has no lock on it and Lessor locks it with Lessor's lock, Tenant will pay for the reasonable cost of the lock and for the locking charge in paragraph 4(g); and Tenant will pay the daily failure-to-lock charge in paragraph 4(h), commencing 7 days after such notice is mailed, emailed or telephoned by Lessor to Tenant and continuing until Tenant's lock is on the space. Such Lessor action does not create a bailment or constitute care, custody, or control.

12. **NO INVOICES.** Tenant's obligations are not contingent on receiving invoices. Any invoices from Lessor are sent as a courtesy only.
 13. **NO SUBLETTING OR ASSIGNMENT.** Tenant is not permitted to sublet or assign this Agreement.
 14. **NO ALTERATIONS.** Tenant may not modify, alter, paint, deface, or put holes in the walls, floors, or ceilings of the space or facility, in any manner.
 15. **NO WARRANTIES.** No express or implied warranties are given by Lessor. Lessor disclaims and Tenant waives any implied warranties of suitability, merchantability, security, safety, or fitness for a particular purpose. Lessor's agents and employees have no authority to make warranties or alter this Agreement other than in writing under paragraph 6 (special provisions) or paragraph 30 (rule changes).
- Tenant inspected and had the right to inspect the space and the facility before signing this Rental Agreement. Tenant accepts same "AS IS," including existing access controls, lighting, construction design or quality, and fences gates, or lack thereof. Lessor does not promise safety or security of persons or property on the premises, and Lessor has no duty of safety or security of same under any circumstances. Video cameras may be nonoperational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Tenant is not relying on any oral or written representation, statement, or other assertion or omission made by Lessor or Lessor's agents relating to the space and facility. Instead, Tenant is relying on Tenant's own inspection and this written Rental Agreement. If your unit is climate controlled, climate controlled for the purposes of this lease means that Lessor will use reasonable efforts to avoid temperature extremes in a unit by keeping the unit warmer than the outside temperature in cold weather, and cooler than the outside temperature in hot weather, through an HVAC or other system. As with any mechanical system, it is subject to failure or malfunction. The facility makes no representations regarding humidity control or safety of contents stored in the unit.
16. **WAIVER.** Lessor's agents and employees do not have authority to waive, amend, or terminate this Agreement or to make promises, representations, or agreements which impose any duties of security or other obligations on Lessor unless done in writing in paragraph 6 regarding special provisions or in any addendum or supplemental rules. Failure of Lessor to enforce any provision of this agreement shall not be deemed to be a waiver of Lessor's right to do so at any time in the future.
 17. **RESPONSIBILITY FOR DAMAGE.** Tenant will pay for damage caused by Tenant or Tenant's employees, agents, delivery persons, family, guests, or their animals to the space rented or to any other real or personal property located at the facility or used in connection with it. Until paid in full, Lessor may deny Tenant access to the facility and overlock Tenant's space immediately upon discovery of damages for which tenant is responsible.
 18. **LESSOR'S RIGHT OF ENTRY.** Lessor may enter the space under any of the following circumstances:
 - (1) Lessor has express written or oral authority from Tenant to enter;
 - (2) Lessor reasonably believes there is an "emergency," including without limitation an imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, faulty alarm systems, storage of animals, explosives,

- ammunition, spoiled food, carcasses, volatile chemicals, or fuel not in containers approved by Lessor. Lessor will promptly notify Tenant by regular mail, email, or phone after entry for emergency purposes;
- (3) Lessor has reasonable grounds to believe that criminal activity is occurring in the space;
 - (4) Lessor has made written request to Tenant by mail or email for access to the space for relocation of contents after casualty loss or for inspection, repair, or improvement, and Tenant has failed to provide such access at the time and date requested, which may be no sooner than 7 days from the sending of such request; or
 - (5) Lessor is exercising Lessor's lien under paragraph 24. Otherwise, Lessor may not enter the space.

Lessor may remove Tenant's lock(s) and relocate all contents elsewhere in the facility if: (a) Lessor has authority to enter under this paragraph, AND (b) Lessor has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or space from loss or damage from casualty or theft. Lessor will pay labor costs of relocation and Tenant will pay for new lock. If Lessor relocates and stores property found in Tenant's space as authorized above, Tenant will no longer be liable for rent under paragraph 4(a) but will be liable for reasonable storage charges not exceeding the rent in that paragraph. If Tenant's lock is removed under this paragraph or under paragraphs 19 or 24(6), Tenant will pay the lock removal charges under paragraph 4(i). Tenant will continue to have access to relocated property except when in default.

19. **LAW ENFORCEMENT DIRECTIVES.** Upon presentation of a search warrant by a health or law officer, Lessor may open the space or allow such officer to open the space for inspection by such officer, and such officer may lock the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) but is not required to do so.

20. **NONLIABILITY AND RELEASE FOR LOSS OR INJURY; AND INSURANCE.** Tenant agrees to exercise due care for the safety and security of Tenant and Tenant's property, employees, agents, family, and guests while in the facility. Lessor is not a bailee and has no safekeeping duties for Tenant's property at any time under any circumstances. In this Agreement, "Tenant's property" and "contents" mean all contents that have been stored in the space or brought onto the property by Tenant or others. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY, AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE, UNLESS SUCH IS PROHIBITED BY LAW. Any insurance maintained by Lessor is by law only for the benefit of the Lessor.

WITHOUT LESSOR'S WRITTEN PERMISSION, TENANT WILL NOT STORE PROPERTY THAT HAS AN AGGREGATE VALUE OF OVER \$5,000 OR THAT MAY CAUSE EMOTIONAL DISTRESS OR CONSEQUENTIAL DAMAGES IF IT WERE MISSING, STOLEN, OR DAMAGED. TENANT WILL PURCHASE FIRE, THEFT, AND CASUALTY INSURANCE ON ALL OF TENANT'S PROPERTY IF ITS VALUE EXCEEDS \$1,000. The purpose is to protect Tenant, other tenants, Lessor and others in the event of loss by theft, damage, fire, flood, explosion, natural disaster, or other harm caused by weather, accident, or negligence of such parties or their animals.

TENANT WILL SELF-INSURE ALL CONTENTS NOT COVERED BY TENANT'S INSURANCE. Self-insurance means that Tenant will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty, or other harm or loss listed above. Lessor does not and legally cannot carry insurance on the contents of Tenant's space.

21. **RULES.** Tenant, Tenant's employees, agents, family, and guests must comply with rules and policies on pages 4 and 5 and with any other rules posted on a sign in plain view at the time of leasing or emailed, mailed, or hand delivered to Tenant at any time.
22. **LIEN.** Under Chapter 59 of the Texas Property Code, Lessor has a priority contractual and statutory lien on all property in Tenant's space to secure payment of all monies due and unpaid by Tenant. Lien enforcement procedures are contained in paragraph 24 and in Texas Property Code Chapter 59.
23. **DEFAULT BY TENANT.** Tenant will be in "default" if:
 - (1) Tenant has failed to pay any sum when due under this Agreement (payment must be received at Lessor's mailing address shown on page 1), or
 - (2) Tenant has failed to notify Lessor of a change in Tenant's contact information as required in paragraph 2 on page 1, or
 - (3) Tenant has provided false or incorrect information to Lessor in this Agreement or in any contact information changes submitted to Lessor, or

- (4) Tenant has failed to comply with any other provision of the Agreement or any supplemental rules of Lessor; or
- (5) Tenant has violated health, safety, or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.

24. **LESSOR'S REMEDIES.** If Tenant is in "default," Lessor may exercise one or more of the following remedies at any time:
 - (1) lock Tenant's unlocked space with Lessor's lock (if space is lockable) and charge a "locking" charge for each unlocked space as per paragraph 4(g);
 - (2) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) and/or chain or wheel boot Tenant's property for nonpayment of any sums due by Tenant, until paid in full, and charge an overlocking or chaining charge as per paragraph 4(j);
 - (3) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) for violating any provision of this agreement until such violation ceases and overlock charges are paid;
 - (4) terminate Tenant's right of possession and/or terminate this Agreement by giving Tenant 3 days written notice to vacate; and if Lessor files an eviction lawsuit, Tenant will pay Lessor attorneys fees and court costs plus the judicial eviction charge as per paragraph 4(n) for Lessor's time, inconvenience, and overhead for filing the eviction suit;
 - (5) collect charges in paragraph 4 as appropriate and exercise any other remedy or right allowed by law; and/or
 - (6) enforce Lessor's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Chapter 59, Texas Property Code. Seizure and sale will only be for default in paying sums due to Lessor. For purposes of statutory foreclosure, seizure occurs when: (1) Lessor both overlocks Tenant's space and provides a statutory notice of claim to Tenant soon thereafter, OR (2) Lessor removes Tenant's lock or locks from a door or gate that is part of an enclosure that solely encloses Tenant's property without Lessor having authority to enter under paragraphs 18(1), (2), or (3) and without Lessor being directed to remove Tenant's lock by a health or law officer under paragraph 19. In an unlockable outdoor storage space, seizure for foreclosure purposes occurs when: (1) Lessor attaches a security chain or wheel boot to Tenant's property to immobilize the property, OR (2) Lessor denies Tenant access to the facility and provides a statutory notice of claim to Tenant soon thereafter.

- (1) lock Tenant's unlocked space with Lessor's lock (if space is lockable) and charge a "locking" charge for each unlocked space as per paragraph 4(g);
- (2) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) and/or chain or wheel boot Tenant's property for nonpayment of any sums due by Tenant, until paid in full, and charge an overlocking or chaining charge as per paragraph 4(j);
- (3) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) for violating any provision of this agreement until such violation ceases and overlock charges are paid;
- (4) terminate Tenant's right of possession and/or terminate this Agreement by giving Tenant 3 days written notice to vacate; and if Lessor files an eviction lawsuit, Tenant will pay Lessor attorneys fees and court costs plus the judicial eviction charge as per paragraph 4(n) for Lessor's time, inconvenience, and overhead for filing the eviction suit;
- (5) collect charges in paragraph 4 as appropriate and exercise any other remedy or right allowed by law; and/or
- (6) enforce Lessor's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Chapter 59, Texas Property Code. Seizure and sale will only be for default in paying sums due to Lessor. For purposes of statutory foreclosure, seizure occurs when: (1) Lessor both overlocks Tenant's space and provides a statutory notice of claim to Tenant soon thereafter, OR (2) Lessor removes Tenant's lock or locks from a door or gate that is part of an enclosure that solely encloses Tenant's property without Lessor having authority to enter under paragraphs 18(1), (2), or (3) and without Lessor being directed to remove Tenant's lock by a health or law officer under paragraph 19. In an unlockable outdoor storage space, seizure for foreclosure purposes occurs when: (1) Lessor attaches a security chain or wheel boot to Tenant's property to immobilize the property, OR (2) Lessor denies Tenant access to the facility and provides a statutory notice of claim to Tenant soon thereafter.

If Lessor has sent statutory notice of claim for unpaid sums, Tenant is liable for Lessor's charge for same under paragraph 4(k). In addition to statutory requirements of notice of claim and advertising/posting, Lessor may send to Tenant via regular mail or email a notice of date, time, and place of sale. If foreclosure procedures are commenced, Tenant will be liable for newspaper ad charges in paragraph 4(i), foreclosure sale charges in paragraph 4(m), and reasonable auctioneer charges. At foreclosure sale, all contents in the space may be sold item-by-item, in batches, or by the entire space, at Lessor's option. If a creditor of Tenant has a lien on property in the space and if the lien is recorded with the Texas Dept. of Motor Vehicles, or Texas Dept. of Parks and Wildlife, Lessor may, upon payment by the creditor of all or part of the sums due by Tenant within the time period described by Texas Property Code Section 59.0445, turn over possession of such property to the creditor.

25. **REDEMPTION.** Tenant may redeem property up until bids are accepted at foreclosure sale if Tenant pays all sums due. If there are multiple rental agreements, Tenant may redeem under one agreement without having to redeem under all. If there are multiple spaces on a single rental agreement, redemption on less than all spaces is allowed only upon Lessor's written approval. If Lessor provided Tenant a notice of time, date, and place of sale and if Tenant redeems prior to sale, Lessor may, at Lessor's option, terminate this Agreement at time of redemption by hand delivering to Tenant or Tenant's redemption agent or mailing or emailing to Tenant a 3-day written notice to vacate; and if Tenant fails to timely move out, Tenant will pay 125% of the regular rent on a daily prorated basis from the end of the 3-day period until actual moveout date, plus amounts due under paragraphs 4 and 24(4) if eviction suit is filed.
26. **ABANDONMENT.** Tenant has "abandoned" the storage space if ALL of the following occur: (a) Tenant has given Lessor written or oral move-out notice; (b) Tenant's lock has been removed from the space (if the space is lockable) by someone other than Lessor; and (c) the move-out date or termination date has expired. Tenant also has "abandoned" the storage space if ALL of the following occur: (a) Tenant has not paid rent or other sums due; (b) Tenant's lock has been removed (if the space is lockable) by someone other than Lessor or has been removed by Lessor when exercising a statutory seizure, and (c) Tenant's space contains nothing of value to the ordinary person. The space will also be deemed abandoned if due to a casualty the unit contains nothing of value to the ordinary person, and you fail to remove all items from the space within 10 days after we mail or email you a notice of abandonment due to casualty.

If the space has been "abandoned" as defined above, Tenant relinquishes all rights to contents in the space; and Lessor may remove any lock, enter, remove, and/or dispose of all contents. Unless the space has been "abandoned" or there has been a judicial eviction, Lessor may not dispose of any of its contents except by: (a) exercising the lien seizure and sale;

procedures of Chapter 59, Texas Property Code; or (b) entering in an "emergency" under paragraph 18 or allowing entry by a health or law officer under paragraph 19, and throwing away property which, in the good faith judgment of Lessor or such officer, is an imminent danger or health hazard under paragraph 18.

27. INDEMNITY AND SUBROGATION. TENANT WILL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL CLAIMS, DAMAGES, GOVERNMENT FINES, LAWSUITS, AND LAWSUIT COSTS RELATING TO LOSS OR DAMAGE TO PROPERTY STORED IN, OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY, AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE--UNLESS SUCH IS PROHIBITED BY LAW.

Tenant waives all insurance subrogation rights and releases Lessor from all liability for all claims covered by Tenant's insurance. Tenant's insurance carrier for property stored in Tenant's space or in the facility will not be subrogated to any claim of Tenant against Lessor or Lessor's officers, employees, or agents. Lessor's employees and agents are not allowed to do work for Tenant; and if they do so at Tenant's request, they are not agents of Lessor; and Tenant will hold Lessor harmless from any resulting damages.

28. REFUNDS. Tenant must satisfy paragraph 38 for refunds. Unless a longer period of time is stated in an addendum or in supplemental rules at the time of signing, Tenant is liable for rent for the remainder of the month of move-out or for 10 days after move-out, whichever is longer. Refunds will be mailed to Tenant's mailing address listed in paragraph 1, or as changed per paragraph 2. Deposits are not advance rentals. Deposits do not bear interest or limit Tenant's liability for damages or other sums due.

29. TSSA MEMBERSHIP. Lessor represents that Lessor or Lessor's management company is, at the time of signing this Agreement, a member of the Texas Self Storage Association, Inc. If not, this Agreement is voidable and unenforceable at Tenant's option, and Lessor will be in violation of the Texas Deceptive Trade Practices Act. Persons violating TSSA's copyright by reproducing this form without authority will be prosecuted. This Agreement is valid only in Texas.

30. CHANGES IN RULES OR AGREEMENT. Lessor may make changes in the rules (paragraphs 32 through 38) and any supplemental rules, effective immediately, if: (1) the changes do not change dollar amounts or due dates; (2) the changes are applicable to all tenants in the facility; and (3) the changes have been emailed, mailed or hand delivered to Tenant or posted onsite on an exterior sign in plain view.

Lessor may change any part of this Agreement, including rental rate, due date, late charge dates, and charges listed in paragraph 4 by hand delivering to Tenant or sending notice to Tenant via regular mail to Tenant's address in paragraph 1 (as updated by Tenant according to paragraph 2) or by email at least 30 days prior to the effective date of the changes. If Lessor follows such notice procedure, this Agreement will automatically continue thereafter on a month-to-month basis, until the revised rental agreement is terminated by either party (paragraph 9), and such revised rental agreement, including any rental increases and other changes, will not require Tenant's signature to become effective.

31. MISCELLANEOUS. NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE BY LESSOR. This Agreement is the entire agreement. Lessor's agents have no authority to make promises or amend this Agreement unless in writing. All obligations are to be performed in the county where the facility is located. Rent and late charges are due without notice; and all other sums owed are due on oral or written notice or demand. All remedies are cumulative, and the exercise of one remedy is not an election or an exclusion of other remedies.

Time is of the essence. Texas law applies. Tenant expressly waives (1) any notice or demand for performance by Lessor and (2) any opportunity to cure by Tenant on any matter. Except in suits for eviction, rent, and/or charges under paragraph 4, mediation before filing any suit is required. Any trial will be to the court only; and all parties waive jury trial. Omission of initials does not invalidate this Agreement. Facsimile signatures are binding. Invalidity of one part of the Agreement does not invalidate the entirety. Payment of all sums is an independent covenant.

Notice from or to multiple Tenants is notice from or to all Tenants on this Agreement. Except in lawsuits involving personal injuries, the prevailing party shall recover attorneys fees and litigation costs from the non-prevailing party. Tenant will reimburse Lessor for all attorneys fees and litigation costs incurred by Lessor in (1) defending or responding to third party actions or requests to recover property stored in Tenant's space or (2) clarifying whether a court order regarding Tenant's space applies to Lessor. Unpaid sums bear 18% annual interest from due date,

compounded annually. This Agreement is subordinate to all facility mortgages and is binding on the parties' successors. All persons signing this Agreement represent they have authority to legally sign for the party they claim to represent. Notices and documents must be in English or, at Lessor's option, in any language that Tenant reads or speaks.

RULES AND POLICIES

32. RENT POLICIES.

- (a) Rent is due on the due date in paragraph 4(b). Payments must be delivered or mailed to Lessor's mailing address at the bottom of page 1.
- (b) Rent is delinquent after the due date in paragraph 4(b). Late fees will be charged as provided in paragraphs 4(c) and 4(d).
- (c) Lessor may require or prohibit payment by check, money order, cashiers or travelers check, credit card or cash, at any time, as provided in paragraph 5.
- (d) If cash payments are allowed, Tenant should get a receipt. Returned payment (nsf check or other dishonored payment) charges will be made as provided in paragraph 4(e).
- (e) All payments by money order or check (including cashiers checks and travelers checks) must contain the Tenant's storage space number(s).
- (f) If any sum due by Tenant is delinquent, Lessor may "overlock" Tenant's storage space (if the space is lockable) and/or Lessor may apply a security chain or wheel boot to Tenant's property (if the space is not lockable), and Tenant will incur overlock charges and/or chaining charges as shown in paragraph 4(j). If the space is unlockable and one or more pieces of Tenant's property is chained, Tenant will be charged the chaining charge shown in paragraph 4(j) for each item chained. Section 93.002 of the Texas Property Code regarding commercial lockouts does not apply.
- (g) If Tenant has multiple locks on the space at time of overlocking, Lessor may remove any lock(s) necessary for overlocking without liability for replacement. If Tenant has a wheel boot attached to the property at the time of Lessor's chaining and/or wheel booting, Lessor may remove Tenant's wheel boot without liability for replacement.
- (h) Lessor's overlock, chain, or wheel boot will not be removed until all sums due are paid in full. Lessor is not required to accept partial payment(s) from Tenant. Acceptance of partial payment(s) does not waive Lessor's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting), absent express written agreement otherwise.

33. CHANGE OF TENANT'S ADDRESS, PHONE NUMBER, EMAIL.

- (a) Lessor must be able to contact Tenant at all times, especially in cases of missing locks, break-ins, fire, emergencies, unpaid rent, etc.
- (b) Tenant's mailing address and/or email address on page 1 is the address for all notices and requests to Tenant. Notices and requests from Lessor to Tenant are not required to be sent to the Tenant's emergency contact person or other person(s) having right of access who are named in paragraph 1.
- (c) Tenant must notify Lessor via mail or email of any change in Tenant's contact information. The notification must include an express request for Lessor to update tenant's specified contact information (for example, mailing address, phone number, or email address). Contact information changes are not effective unless the notice is in WRITING and SIGNED and DATED by Tenant and is RECEIVED by Lessor. Address changes on checks or envelopes from you or on mail returned to us, or emails sent from a new address without an express request to update Tenant's email or other contact information, are not sufficient. However, a return envelope provided by us on which you expressly check a pre-printed box to indicate that your address on the return address is a new address, shall suffice for change of address purposes if received by us. Any email sent from an address on file with the facility (listed on the first page of the lease or subsequently provided to Lessor in compliance with this agreement) will be considered signed.
- (d) Change-of-address forms are available at the office (and a copy may be attached to the Agreement). Change-of-address notice from you by letter or postcard is acceptable.
- (e) Tenant must notify Lessor promptly, either orally or in writing, of any change in Tenant's phone number.
- (f) Lessor may refuse to rent to or renew a rental agreement with anyone failing to furnish current mailing address, email, phone number, or satisfactory ID.

34. HOURS OF OPERATION AND RULE CHANGES.

- (a) Hours of facility access may be posted at the entry, along with office hours (if any). The facility may be closed on holidays.
- (b) Hours may be changed by posting at the facility or by regular mail or email to tenants. Rules may be changed as provided in paragraph 30. We may temporarily close all or part of the facility due to casualty, including impending natural disasters such as hurricanes.
- (c) Special hours of access may be granted for one or more tenants.

35. TENANT RESPONSIBLE FOR LOCKS, INSURANCE & LOSSES.

- (a) If the space is lockable, Tenant's space must be locked with Tenant's lock at all times. If Tenant fails to lock Tenant's space and Lessor locks the space with Lessor's lock, a "locking" charge is due under paragraph 4(g) or 4(h). Lessor is not required to lock unlocked spaces.

- (b) If the space is lockable, Tenant's lock needs to be a heavy-duty, case-hardened steel lock to deter vandalism and break-ins. Only one Tenant lock is allowed on a lockable space.
- (c) ALL PROPERTY IS STORED AND TRANSPORTED AT TENANT'S SOLE RISK. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE, UNLESS SUCH IS PROHIBITED BY LAW.
- (d) Tenant must maintain fire, casualty, and theft insurance on the contents of Tenant's space as required by paragraph 20 and any addendum or supplemental rules. Insurance application forms may be available at the facility office, if any. Lessor is not obligated to furnish such forms.

36. STORAGE RULES.

(a) Tenant MAY NOT STORE under any circumstances the following:

- (1) any living creature or organism, or any dead animal or other carcass;
- (2) gasoline, oil, fuel, grease, anti-freeze, or flammable chemicals;
- (3) explosives, fireworks, or ammunition;
- (4) corrosive, toxic, poisonous, or hazardous materials or waste;
- (5) asbestos or asbestos-containing construction materials;
- (6) lawn debris (grass clippings, brush, etc.);
- (7) construction debris, tires, oil, or batteries, whether new or used;
- (8) items having a noxious smell in Lessor's sole judgment;
- (9) marijuana and/or controlled substances of any kind;
- (10) prohibited weapons under the Texas Penal Code; or
- (11) stolen property, and items illegal for self storage under any law.

(b) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT STORE any of the following:

- (1) anything with a fuel tank (vehicles, boats, motorcycles, mowers, etc.);
- (2) gasoline cans or similar containers for combustible fuel;
- (3) liquid propane tanks, oxygen tanks, or similar containers; or
- (4) food, fertilizers, pesticides, or items which are wet and could mildew.

(c) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT USE the space or any portion of the facility for the following:

- (1) lodging, sleeping, cooking, or consumption of alcoholic beverages;
- (2) garage sale, flea market, or direct sales from the space;
- (3) parties, gatherings, meetings for any purpose, or building floats;
- (4) business office or full-time work area;
- (5) sanding, painting, welding, soldering, or operating power equipment;
- (6) practicing or playing musical instruments (individual or group);
- (7) any use that violates zoning, fire, or criminal codes or other laws; or
- (8) activities classified as a nuisance in Lessor's sole judgment.

(d) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT DO any of the following:

- (1) alter, paint, or deface any part of the space or facility;
- (2) put weight on or attach anything to structural elements;
- (3) put holes in floors or other parts of the leased space;
- (4) have a visible sign or install an alarm system in or on the space; or
- (5) modify electrical service or use electricity for other than lights.

(e) LESSOR MAY EXCLUDE, but is not required to exclude, from Tenant's storage space and the facility:

- (1) any person without a key or combination to Tenant's storage space and is not with a person who has such key or combination (if space is lockable);
- (2) any person who has a key or combination to a storage space (if the space is lockable), and is not listed in paragraph 4 of this Agreement, and
- (3) any person who is damaging property of others, disturbing the peace, or otherwise violating criminal laws.

(f) GENERAL.

- (1) All persons must comply with posted signs that are plainly visible.
- (2) Animals must be kept inside vehicles. Exceptions are guide dogs for disabled persons and animals of Lessor or Lessor's staff.

- (3) Please do not ask staff to help load, unload, or move anything.
- (4) Lessor's employees are prohibited from doing manual labor for tenants because of risk of injury and insurance considerations.
- (5) All persons must wear footwear to prevent injuries.
- (6) Anything affixed to walls, ceiling, or other parts of the space without Lessor's consent becomes the property of Lessor, at Lessor's option.
- (7) Tenant will be liable for reasonable charges for removing unlawfully attached property, repairing any damage, and removing trash in common areas left by Tenant, Tenant's family, guests, or contractors.
- (8) Urination or defecation by animals is not permitted except in designated areas, if any. Urination or defecation by persons is not permitted except in restrooms, if any.
- (9) Please conserve energy by turning off all lights prior to leaving.
- (10) No bicycling, skateboarding, roller skating, or other recreational activities are allowed in the facility.

37. GROUND RULES.

(a) Identification of persons on the premises.

- (1) Lessor may require any person entering the facility to sign in.
- (2) Lessor may require any person in the facility to show such person's current driver's license or other governmental ID card, with photograph.
- (3) Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please carry proper ID at all times.
- (4) Lessor is not responsible for acts of theft, vandalism, or other crimes of persons entering the facility. Please report any suspicious activity.

(b) Tenant and Tenant's employees, agents, guests, and families:

- (1) must NOT exceed five-miles per hour speed limit inside facility;
- (2) must NOT block traffic or prevent vehicles from entering or exiting;
- (3) must NOT leave vehicles or other items in common areas unattended;
- (4) must NOT park vehicles in fire lanes or in marked no-parking areas;
- (5) must NOT work in driveways, parking spaces, or common areas;
- (6) must NOT change oil or fluids in vehicles or discharge liquids of any kind in spaces, halls, driveways, or common areas;
- (7) must NOT litter halls, driveways, parking areas, or dumpster areas;
- (8) must NOT block access to dumpsters or use any dumpsters for disposal of items which may not be stored in Tenant's space under these rules;
- (9) must NOT use any dumpsters for off-site refuse (lawn clippings, brush, food, construction debris, bedding, furniture, etc.), and
- (10) must NOT disturb other tenants.

(c) Anything subject to licensure (autos, vans, trucks, motorcycles, boats, trailers, etc.) parked in violation of the above may be towed under Chapter 2308, Texas Occupations Code. All other property left unattended outside in the facility overnight may be disposed of at Lessor's option.

(d) Lessor is not liable for malfunction of mechanical or electrical devices which control facility gates, but Lessor will proceed diligently to repair after the problem is discovered by Lessor. Lessor has no duty to remove ice, sleet, or snow from common areas, but, at Lessor's option, Lessor may remove same in whole or in part, with or without notice.

38. REFUNDS AND MOVEOUTS.

(a) Move-out notice forms are available at the office. Please allow 30 days for return of refundable rent and/or deposit. See paragraph 28.

(b) Unless an addendum to the Rental Agreement provides otherwise, conditions for refunding prepaid rent and deposit are as follows:

- (1) Tenant must give Lessor 10 days written move-out notice;
- (2) Tenant must give Lessor written notice of actual move-out within 24 hours after moving out;
- (3) Tenant's lock (if any) must be removed on or before move-out date; or if the lock belongs to Lessor, the lock must be returned to Lessor;
- (4) Tenant must not leave trash in the space, halls, or driveways;
- (5) Tenant must stay minimum term length in paragraph 3; and
- (6) Tenant must be current in all obligations at time of move-out.

(c) Tenant will be liable for damages and for cleaning charges under paragraph 4(n) and all disposal costs for Tenant's failure to remove all contents and debris, stains or fluid/leakage, or failure to "broom clean" the space (if it has a solid floor), and other lease violations.

Texas Property Code Chapter 59 governs the self-storage lien process.

A copy of the statute can be found at www.capital.state.tx.us

A copy may also be accessed from the Texas Self Storage Association website: www.txssa.org



Tenant's name: ELLIS COUNTY ELLIS COUNTY Space number(s) 226

Date form filled in: July 23, 2014

Contract #: 1986

SELF-SERVICE STORAGE RENTAL AGREEMENT

(Use for all self-service storage, including outdoor storage)

1. TENANT INFORMATION Tenant is the individual signing this Agreement, or a business. [Please print all information below.]

ELLIS COUNTY-C. CLERK ELLIS COUNTY

Tenant's last name (or name of business if Tenant is a business) First name Middle initial Date of birth

101 W. MAIN, Waxahachie, TX 75165 ELLIS COUNTY

Tenant's mailing address for notices (P. O. Box or street address with apt. number, city, state, and ZIP code) Employer's name

The above address or Tenant's email address provided below will be used for all written notices to Tenant unless Tenant gives written notice of change to Lessor.

000003743 (972) 825-5070 (972) 825-5070 (972) 825-5070
Tenant's Soc. Sec. # (or Tax ID # if Tenant is a business) Tenant's home phone Tenant's work phone Tenant's cell phone

TINA CHAMBERS 972-825-5070

List person(s) with same access rights as Tenant. Lessor, at Lessor's option, may tell them Tenant's access code, space no., account status, and assist with lock cutting.

CINDY POLLEY 101 W. MAIN WAXAHACHIE 75165 972-825-5083

List name, address, and phone of person(s) who may be contacted in an emergency. (Do not list an individual living with you.) Lessor may contact such person(s) in event of casualty (fire, flood, etc.), break-in or other emergency, or Lessor's inability to reach Tenant. Unless Tenant states otherwise in paragraph 6, Lessor may at Lessor's option allow such person(s) or Tenant's brother, sister, spouse, parent, child over 18 or estate executor to have access to Tenant's space if such person signs an affidavit that Tenant is deceased, incarcerated, permanently missing or permanently incapacitated. Lessor may discuss Tenant's account with any such persons at any time.

2. TENANT INFORMATION. Tenant is or is not [check one] in the military. What branch? _____ If in the military, Tenant is at the time of signing this Agreement [check one or both if applicable] in the reserves, National Guard, or Texas State Guard or on active duty. Tenant agrees to immediately notify Lessor of changes in Tenant's mailing address, email, phone number, or any other information provided by Tenant. A change of mailing or email address will not be effective unless the new address is COMPLETE and the notice is mailed, faxed, or emailed to Lessor's address stated herein in WRITING and SIGNED and DATED by Tenant and actually RECEIVED by Lessor. See also paragraph 33.

3. TENANT'S SPACE. Space number(s): 226 Approx size(s) (exact dimensions may vary) 10 x 30
Minimum lease term 1 month(s) Tenant's facility access code (if any) 2283743 Other codes (if any) _____

4. DOLLARS AND DATES. Tenant's security deposit is \$ 15.00 Tenant's right to occupy the space begins July 23, 2014 and continues on a month-to-month basis, subject to paragraph 9. If the rental agreement covers multiple spaces, charges under (e), (d), (g), (h), (i), (j), (m) and (o) are "per space."

- (a) Rent \$ 155.00 per month
- (b) Monthly rental due date 1 of month
- (c) Initial late charge if rent not received (fill in only ONE)
 - by 5 of month, OR
 - by day 10 after due date \$ 10.00
- (d) Subsequent late charge if rent not received (fill in only ONE)
 - by 10 of month, OR
 - by day 10 after due date \$ 25.00
- (e) Returned payment charge (including bank charges, mail costs, time and overhead) \$ 30.00
- (f) Charge for returned mail (not providing address change) \$ 0.00
- (g) Charge for locking space when unlocked or improperly locked \$ 15.00
- (h) Charge per day if Tenant fails to lock after 7-day notice \$ 10.00
- (i) Charge for removing Tenant's lock when authorized by paragraphs 18, 19, 24, and 32 \$ 15.00
- (j) Charge for overlocking Tenant's space or changing property when authorized by paragraphs 24(2) or 32(1) \$ 10.00
- (k) Charge for sending statutory notice of claim for unpaid sums \$ 25.00
- (l) Charge for newspaper ad of sale (to cover time, inconvenience, and ad costs) \$ 25.00
- (m) Charge for conducting foreclosure sale at public auction for nonpayment \$ 25.00
- (n) Charge for having to judicially evict Tenant (to cover time and inconvenience, but does not include attorneys fees or court costs) \$ 175.00
- (o) Charge per hour for removing or cleaning when Tenant litters or fails to clean, remove items, or vacate--paragraphs 10, 37, and 38(c) \$ 35.00

PAYMENTS AND NOTICES. Payments may or may not [check one] be made in cash. Payments may or may not [check one] be made by personal or company check. Payments may or may not [check one] be made by credit card. Payments may be by money order, travelers check, or certified or cashiers check. However, Lessor may charge permitted mode of payment at any time, upon notice to Tenant. If cash is accepted by Lessor, it is Tenant's responsibility to obtain and keep a receipt from management for each cash payment. All payments must be delivered or mailed to Lessor's mailing address in the signature block below. Notices to Lessor must be hand delivered, mailed, faxed or emailed. When giving notice to Lessor, Tenant has the burden of proving delivery to Lessor. **NOTICE MAY BE PROVIDED TO TENANT VIA EMAIL IF TENANT ELECTS TO PROVIDE AN EMAIL ADDRESS.**

6. SPECIAL PROVISIONS. No other agreements exist unless stated below or in an attached addendum or supplemental rules (which prevail over this printed form). **NO PRORATE ON MOVE OUT. *A CHARGE OF \$45.00 WILL BE ADDED TO YOUR ACCOUNT IF STUCK BEHIND GATE AFTER HOURS***

7. COPIES AND ATTACHMENTS. Attached to Lessor's copy and Tenant's copy of this Agreement are [if checked]:
 Vehicle/trailer addendum (form) Supplemental rules, dated _____ Form for change of Tenant contact information
 Boat addendum (form) Insurance application (Tenant option) Spanish copy of lease (informational only)
 Other addendum, dated _____ Move-out notice (form) Other _____

TENANT
X
Signature of Tenant or Tenant's authorized agent (and title, if any)
ELLIS COUNTY ELLIS COUNTY-C. CLERK
Printed name of individual signing
00000000 TX
Drivers license of individual signing State Expiration date
Other ID if no drivers license Vehicle license state and number
Email address
Date of signature

LESSOR
Signature of Lessor's Agent
Facility name and address are shown below. Facility name is actual or assumed name of Lessor. Mailing address for all payments and notices to Lessor is facility address unless a different mailing address is shown below. Lessor's phone number and fax number (if any) and email address (if any) are also shown below.

Mailing Address: **A Big Toy RV & Mini Storage**
1832 FM 66
Waxahachie, TX 75167
Telephone: () - () - ()
abigtoysselfstorage@sbcglobl.net
Physical Address: **Same as Mailing Address**

NOTICE TO TENANT AND RELEASE

CALCULATION OF INITIAL PAYMENT

Rent is due in advance on the due date specified in paragraph 4. Rent paid after the late charge date(s) in paragraph 4 will result in late charges. Payment in cash, money order, or personal or company check may be required or disallowed, at Lessor's option. Tenant will furnish own lock. **NO REPRESENTATIONS OF SAFETY OR SECURITY HAVE BEEN MADE TO TENANT BY LESSOR OR LESSOR'S AGENTS. TENANT HEREBY RELEASES LESSOR AND LESSOR'S AGENTS FROM LIABILITY FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE--REGARDLESS WHO OWNS SUCH PROPERTY AND REGARDLESS WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE.** Tenant will self-insure or obtain insurance for all losses and damages as required by paragraph 20.

| | |
|---|------------------|
| 1. Current month's rent _____ | \$ 46.50 |
| 2. Additional rent (thru _____) _____ | \$ 0.00 |
| 3. Non-refundable administration fee _____ | \$ 0.00 |
| 4. Deposit (see para. 38 for refund procedures) _____ | \$ 15.00 |
| 5. Other _____ | \$ _____ |
| 6. Sales tax _____ | \$ _____ |
| TOTAL MOVE-IN COST DUE NOW _____ | \$ 61.50 |
| NEXT RENT PAYMENT AMOUNT IS _____ | \$ 155.00 |
| NEXT RENT PAYMENT IS DUE ON August 1, 2014 | |

This rental agreement is unenforceable and voidable at Tenant's option if at the time of execution, Lessor's facility was not licensed by the Texas Self Storage Association (TSSA) to use the rental agreement or if the rental agreement fails to show the appropriate computer-generated identification code at the bottom of pages one and two. TSSA can verify whether the facility was so licensed on the date of execution if the front page of the rental agreement is faxed to TSSA at (512) 374-9253.

X **Tenant Initials:** _____

- 8. **TERM AND RENEWAL.** Lessor agrees to rent to Tenant the storage space described in paragraph 3. The beginning date of Tenant's right to use the space is shown in paragraph 4. The Rental Agreement automatically continues on a month-to-month basis after the lease term ends until it is terminated in writing by Tenant or Lessor, according to paragraph 9.
- 9. **TERMINATION AND MOVE-OUT NOTICE.** Provided that Tenant complies with the minimum length of lease term in paragraph 3, and subject to paragraph 38, Tenant may terminate this Agreement and move out of the space by written notice delivered to Lessor at Lessor's mailing address or email address at least 10 days before Tenant's intended termination date. If mailed, such notice must be postmarked at least 10 days before such termination date. Lessor's mailing address for all payments and mailed notices is shown on page 1. Lessor's email address, if any, for notices is shown on page 1. Lessor may terminate this Agreement by emailing, mailing or hand delivering written notice to Tenant 15 days in advance of termination. If the space is substantially damaged due to fire, windstorm, or other casualty in Lessor's sole judgment, Lessor may terminate this Agreement by emailing, mailing or hand delivering 5 days advance written notice of termination to Tenant. Lessor may terminate this Agreement sooner under paragraphs 24(d) and/or 25. Tenant may not holdover after termination of possession or termination of the lease by Lessor.
- 10. **MOVE-OUT DUTIES.** At or before the end of the rental term or renewal period, Tenant must vacate the space completely. Tenant must remove Tenant's lock and deliver or mail written notice to Lessor on the day of move-out, stating that Tenant has moved out. Tenant must remove all contents and debris. Tenant must leave space "broom clean" if space has solid floor. Tenant must return all pass cards, pass keys, or other items issued to Tenant or pay Lessor's standard charges for any nonreturns.
- 11. **RENT AND CHARGES.** Monthly rent is in paragraph 4(a). Rent must be received by Lessor in advance without demand at Lessor's mailing address on or before the due date in paragraph 4(b). Rent is delinquent and Tenant is in default if rent is not received by that date. There is no grace period. Initial late charge is shown in paragraph 4(c) and subsequent late charges, if any, are shown in paragraph 4(d). Late charges are agreed liquidated damages for Lessor's time, effort, inconvenience, and overhead in corresponding, telephoning, and record keeping (except for attorneys fees and other charges in paragraph 4) regardless of the extent of collection efforts. At Lessor's option and without notice, Lessor may apply money received to any obligation of Tenant under this Agreement--regardless of Tenant requests or Tenant notations on checks or money orders to apply the money to a specific purpose and regardless of when the obligations arose or the number of spaces covered in the Agreement. If you fail to pay all amounts due within 10 days after we mail or email you a notice demanding payment and stating that your account may be turned over to a collection agency, you must pay all collection agency fees.

If a written notice to Lessee is returned to Lessor due to Tenant's failure, to notify Lessor of a change in Tenant's mailing address, Lessee will pay the charge in paragraph 4(f). The charge is limited to a one-time charge per each unchanged address. Lessor has no duty to place a lock on Tenant's space. But if the Tenant's space is lockable and has no lock on it and Lessor locks it with Lessor's lock, Tenant will pay for the reasonable cost of the lock and for the locking charge in paragraph 4(g); and Tenant will pay the daily failure-to-lock charge in paragraph 4(h), commencing 7 days after such notice is mailed, emailed or telephoned by Lessor to Tenant and continuing until Tenant's lock is on the space. Such Lessor action does not create a bailment or constitute care, custody, or control.

- 12. **NO INVOICES.** Tenant's obligations are not contingent on receiving invoices. Any invoices from Lessor are sent as a courtesy only.
- 13. **NO SUBLETTING OR ASSIGNMENT.** Tenant is not permitted to sublet or assign this Agreement.
- 14. **NO ALTERATIONS.** Tenant may not modify, alter, paint, detach, or put holes in the walls, floors, or ceilings of the space or facility, in any manner.
- 15. **NO WARRANTIES.** No express or implied warranties are given by Lessor. Lessor disclaims and Tenant waives any implied warranties of suitability, merchantability, security, safety, or fitness for a particular purpose. Lessor's agents and employees have no authority to make warranties or alter this Agreement other than in writing under paragraph 6 (special provisions) or paragraph 30 (rule changes).

Tenant inspected or had the right to inspect the space and the facility before signing this Rental Agreement. Tenant accepts same "AS IS," including existing access controls, lighting, construction design or quality, and fences/gates, or lack thereof. Lessor does not promise safety or security of persons or property on the premises, and Lessor has no duty of safety or security of same under any circumstances. Video cameras may be nonoperational or unmonitored. Access control devices may be unmonitored and may occasionally malfunction. Tenant is not relying on any oral or written representation, statement, or other assertion or omission made by Lessor or Lessor's agents relating to the space and facility. Instead, Tenant is relying on Tenant's own inspection and this written Rental Agreement. If your unit is climate controlled, climate controlled for the purposes of this lease means that Lessor will use reasonable efforts to avoid temperature extremes in a unit by keeping the unit warmer than the outside temperature in cold weather, and cooler than the outside temperature in hot weather, through an HVAC or other system. As with any mechanical system, it is subject to failure or malfunction. The facility makes no representations regarding humidity control or safety of contents stored in the unit.
- 16. **WAIVER.** Lessor's agents and employees do not have authority to waive, amend, or terminate this Agreement or to make promises, representations, or agreements which impose any duties of security or other obligations on Lessor unless done in writing in paragraph 6 regarding special provisions or in any addendum or supplemental rules. Failure of Lessor to enforce any provision of this agreement shall not be deemed to be a waiver of Lessor's right to do so at any time in the future.
- 17. **RESPONSIBILITY FOR DAMAGE.** Tenant will pay for damage caused by Tenant or Tenant's employees, agents, delivery persons, family, guests, or their animals to the space rented or to any other real or personal property located at the facility or used in connection with it. Until paid in full, Lessor may deny Tenant access to the facility and overlook Tenant's space immediately upon discovery of damages for which tenant is responsible.
- 18. **LESSOR'S RIGHT OF ENTRY.** Lessor may enter the space under any of the following circumstances:
 - (1) Lessor has express written or oral authority from Tenant to enter;
 - (2) Lessor reasonably believes there is an "emergency," including without limitation an imminent danger or health hazard to persons or property because of danger of fire or water damage, broken doors, broken locking mechanisms, faulty alarm systems, storage of animals, explosives,

- ammurition, spoiled food, carcasses, volatile chemicals, or fuel not in containers approved by Lessor. Lessor will promptly notify Tenant by regular mail, email, or phone after entry for emergency purposes:
- (3) Lessor has reasonable grounds to believe that criminal activity is occurring in the space.
 - (4) Lessor has made written request to Tenant by mail or email for access to the space for relocation of contents after casualty loss or for inspection, repair, or improvement, and Tenant has failed to provide such access at the time and date requested, which may be no sooner than 7 days from the sending of such request; or
 - (5) Lessor is exercising Lessor's lien under paragraph 24. Otherwise, Lessor may not enter the space.

Lessor may remove Tenant's lock(s) and relocate all contents elsewhere in the facility if: (1) Lessor has authority to enter under this paragraph, AND (b) Lessor has either seized the contents for foreclosure or has reasonably determined that relocation is needed to protect the contents or space from loss or damage from casualty or theft. Lessor will pay labor costs of relocation and Tenant will pay for new lock. If Lessor relocates and stores property found in Tenant's space as authorized above, Tenant will no longer be liable for rent under paragraph 4(a) but will be liable for reasonable storage charges not exceeding the rent in that paragraph. If Tenant's lock is removed under this paragraph or under paragraphs 19 or 24(n), Tenant will pay the lock removal charges under paragraph 4(j). Tenant will continue to have access to relocated property except when in default.

19. **LAW ENFORCEMENT DIRECTIVES.** Upon presentation of a search warrant by a health or law officer, Lessor may open the space or allow such officer to open the space for inspection by such officer, and such officer may lock the space (if the space is lockable). Lessor may also lock the space (if the space is lockable) but is not required to do so.

20. **NONLIABILITY AND RELEASE FOR LOSS OR INJURY; AND INSURANCE.** Tenant agrees to exercise due care for the safety and security of Tenant and Tenant's property, employees, agents, family, and guests while in the facility. Lessor is not a bailee and has no safekeeping duties for Tenant's property at any time under any circumstances. In this Agreement, "Tenant's property" and "contents" mean all contents that have been stored in the space or brought onto the property by Tenant or others. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY, AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY, INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE, UNLESS SUCH IS PROHIBITED BY LAW. Any insurance maintained by Lessor is by law only for the benefit of the Lessor.

WITHOUT LESSOR'S WRITTEN PERMISSION, TENANT WILL NOT STORE PROPERTY THAT HAS AN AGGREGATE VALUE OF OVER \$5,000 OR THAT MAY CAUSE EMOTIONAL DISTRESS OR CONSEQUENTIAL DAMAGES IF IT WERE MISSING, STOLEN, OR DAMAGED. TENANT WILL PURCHASE FIRE, THEFT, AND CASUALTY INSURANCE ON ALL OF TENANT'S PROPERTY IF ITS VALUE EXCEEDS \$1,000. The purpose is to protect Tenant, other tenants, Lessor and others in the event of loss by theft, damage, fire, flood, explosion, natural disaster, or other harm caused by weather, accident, or negligence of such parties or their animals.

TENANT WILL SELF-INSURE ALL CONTENTS NOT COVERED BY TENANT'S INSURANCE. Self-insurance means that Tenant will bear the entire risk of loss in the event of damage or loss to such contents from crime, casualty, or other harm or loss listed above. Lessor does not, and legally cannot carry insurance on the contents of Tenant's space.

21. **RULES.** Tenant, Tenant's employees, agents, family, and guests must comply with rules and policies on pages 4 and 5 and with any other rules posted on a sign in plain view at the time of leasing or emailed, mailed, or hand delivered to Tenant at any time.
22. **LIEN.** Under Chapter 59 of the Texas Property Code, Lessor has a priority contractual and statutory lien on all property in Tenant's space to secure payment of all monies due and unpaid by Tenant. Lien enforcement procedures are contained in paragraph 24 and in Texas Property Code Chapter 59.
23. **DEFAULT BY TENANT.** Tenant will be in "default" if:
 - (1) Tenant has failed to pay any sum when due under this Agreement (payment must be received at Lessor's mailing address shown on page 1); or
 - (2) Tenant has failed to notify Lessor of a change in Tenant's contact information as required in paragraph 2 on page 1; or
 - (3) Tenant has provided false or incorrect information to Lessor in this Agreement or in any contact information changes submitted to Lessor; or

- (4) Tenant has failed to comply with any other provision of the Agreement or any supplemental rules of Lessor; or
- (5) Tenant has violated health, safety, or criminal laws on the facility grounds, regardless of whether arrest or conviction has occurred.

24. **LESSOR'S REMEDIES.** If Tenant is in "default," Lessor may exercise one or more of the following remedies at any time:
 - (1) lock Tenant's unlocked space with Lessor's lock (if space is lockable) and charge a "locking" charge for each unlocked space as per paragraph 4(g);
 - (2) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) and/or chain or wheel boot Tenant's property for nonpayment of any sums due by Tenant, until paid in full, and charge an overlocking or chaining charge as per paragraph 4(j);
 - (3) deny Tenant access to the facility and/or overlock Tenant's space (if space is lockable) for violating any provision of this agreement until such violation ceases and overlock charges are paid;
 - (4) terminate Tenant's right of possession and/or terminate this Agreement by giving Tenant 3 days written notice to vacate; and if Lessor files an eviction lawsuit, Tenant will pay Lessor attorney's fees and court costs plus the judicial eviction charge as per paragraph 4(n) for Lessor's time, inconvenience, and overhead for filing the eviction suit;
 - (5) collect charges in paragraph 4 as appropriate and exercise any other remedy or right allowed by law; and/or
 - (6) enforce Lessor's lien by seizure and sale of all contents of Tenant's space by nonjudicial foreclosure under Chapter 59, Texas Property Code. Seizure and sale will only be for default in paying sums due to Lessor. For purposes of statutory foreclosure, seizure occurs when: (1) Lessor both overlocks Tenant's space and provides a statutory notice of claim to Tenant soon thereafter, OR (2) Lessor removes Tenant's lock or locks from a door or gate that is part of an enclosure that solely encloses Tenant's property without Lessor having authority to enter under paragraphs 18(f), (2), or (3) and without Lessor being directed to remove Tenant's lock by a health or law officer under paragraph 19. In an unlockable outdoor storage space, seizure for foreclosure purposes occurs when: (1) Lessor attaches a security chain or wheel boot to Tenant's property to immobilize the property, OR (2) Lessor denies Tenant access to the facility and provides a statutory notice of claim to Tenant soon thereafter.

If Lessor has sent statutory notice of claim for unpaid sums, Tenant is liable for Lessor's charge for same under paragraph 4(k). In addition to statutory requirements of notice of claim and advertising/posting, Lessor may send to Tenant via regular mail or email a notice of date, time, and place of sale. If foreclosure procedures are commenced, Tenant will be liable for newspaper ad charges in paragraph 4(l), foreclosure sale charges in paragraph 4(m), and reasonable auctioneer charges. At foreclosure sale, all contents in the space may be sold item-by-item, in batches, or by the entire space, at Lessor's option. If a creditor of Tenant has a lien on property in the space and if the lien is recorded with the Texas Dept. of Motor Vehicles, or Texas Dept. of Parks and Wildlife, Lessor may, upon payment by the creditor of all or part of the sums due by Tenant within the time period described by Texas Property Code Section 59.0443, turn over possession of such property to the creditor.

25. **REDEMPTION.** Tenant may redeem property up until bids are accepted at foreclosure sale if Tenant pays all sums due. If there are multiple rental agreements, Tenant may redeem under one agreement without having to redeem under all. If there are multiple spaces on a single rental agreement, redemption on less than all spaces is allowed only upon Lessor's written approval. If Lessor provided Tenant a notice of time, date, and place of sale and if Tenant redeems prior to sale, Lessor may, at Lessor's option, terminate this Agreement at time of redemption by hand delivering to Tenant or Tenant's redemption agent or mailing or emailing to Tenant a 3-day written notice to vacate; and if Tenant fails to timely move out, Tenant will pay 125% of the regular rent on a daily prorated basis from the end of the 3-day period until actual moveout date, plus amounts due under paragraphs 4 and 24(f) if eviction suit is filed.

26. **ABANDONMENT.** Tenant has "abandoned" the storage space if ALL of the following occur: (a) Tenant has given Lessor written or oral move-out notice; (b) Tenant's lock has been removed from the space (if the space is lockable) by someone other than Lessor; and (c) the move-out date (or termination date has expired). Tenant also has "abandoned" the storage space if ALL of the following occur: (a) Tenant has not paid rent or other sums due; (b) Tenant's lock has been removed (if the space is lockable) by someone other than Lessor or has been removed by Lessor when exercising a statutory seizure; and (c) Tenant's space contains nothing of value to the ordinary person. The space will also be deemed abandoned if due to a casualty the unit contains nothing of value to the ordinary person, and you fail to remove all items from the space within 10 days after we mail or email you a notice of abandonment due to casualty.

If the space has been "abandoned" as defined above, Tenant relinquishes all rights to contents in the space; and Lessor may remove any lock, enter, remove, and/or dispose of all contents. Unless the space has been "abandoned" or there has been a judicial eviction, Lessor may not dispose of any of its contents except by: (a) exercising the lien seizure and sale

procedures of Chapter 59, Texas Property Code; or (h) entering in an "emergency" under paragraph 18 or allowing entry by a health or law officer under paragraph 19, and throwing away property which, in the good faith judgment of Lessor or such officer, is an imminent danger or health hazard under paragraph 18.

27. **INDEMNITY AND SUBROGATION. TENANT WILL INDEMNIFY AND HOLD LESSOR HARMLESS FROM ALL CLAIMS, DAMAGES, GOVERNMENT FINES, LAWSUITS, AND LAWSUIT COSTS RELATING TO LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS, OR ANY OTHER CAUSE--UNLESS SUCH IS PROHIBITED BY LAW.**

Tenant waives all insurance subrogation rights and releases Lessor from all liability for all claims covered by Tenant's insurance. Tenant's insurance carrier for property stored in Tenant's space or in the facility will not be subrogated to any claim of Tenant against Lessor or Lessor's officers, employees, or agents. Lessor's employees and agents are not allowed to do work for Tenant; and if they do so at Tenant's request, they are not agents of Lessor; and Tenant will hold Lessor harmless from any resulting damages.

28. **REFUNDS.** Tenant must satisfy paragraph 38 for refunds. Unless a longer period of time is stated in an addendum or in supplemental rules at the time of signing, Tenant is liable for rent for the remainder of the month of move-out or for 10 days after move-out, whichever is longer. Refunds will be mailed to Tenant's mailing address listed in paragraph 1, or as changed per paragraph 2. Deposits are not advance rentals. Deposits do not bear interest or limit Tenant's liability for damages or other sums due.

29. **TSSA MEMBERSHIP.** Lessor represents that Lessor or Lessor's management company is, at the time of signing this Agreement, a member of the Texas Self Storage Association, Inc. If not, this Agreement is voidable and unenforceable at Tenant's option, and Lessor will be in violation of the Texas Deceptive Trade Practices Act. Persons violating TSSA's copyright by reproducing this form without authority will be prosecuted. This Agreement is valid only in Texas.

30. **CHANGES IN RULES OR AGREEMENT.** Lessor may make changes in the rules (paragraphs 32 through 38) and any supplemental rules, effective immediately, if: (1) the changes do not change dollar amounts or due dates; (2) the changes are applicable to all tenants in the facility; and (3) the changes have been emailed, mailed or hand delivered to Tenant or posted onsite on an exterior sign in plain view.

Lessor may change any part of this Agreement, including rental rate, due date, late charge dates, and charges listed in paragraph 4 by hand delivering to Tenant or sending notice to Tenant via regular mail to Tenant's address in paragraph 1 (as updated by Tenant according to paragraph 2) or by email at least 30 days prior to the effective date of the changes. If Lessor follows such notice procedure, this Agreement will automatically continue thereafter on a month-to-month basis, until the revised rental agreement is terminated by either party (paragraph 9); and such revised rental agreement, including any rental increases and other changes, will not require Tenant's signature to become effective.

31. **MISCELLANEOUS. NO ORAL PROMISES, REPRESENTATIONS OR AGREEMENTS HAVE BEEN MADE BY LESSOR.** This Agreement is the entire agreement. Lessor's agents have no authority to make promises or amend this Agreement unless in writing. All obligations are to be performed in the county where the facility is located. Rent and late charges are due without notice; and all other sums owed are due on oral or written notice or demand. All remedies are cumulative, and the exercise of one remedy is not an election or an exclusion of other remedies.

Time is of the essence. Texas law applies. Tenant expressly waives (1) any notice or demand for performance by Lessor and (2) any opportunity to cure by Tenant on any matter. Except in suits for eviction, rent, and/or charges under paragraph 4, mediation before filing any suit is required. Any trial will be to the court only; and all parties waive jury trial. Omission of initials does not invalidate this Agreement. Facsimile signatures are binding. Invalidity of one part of the Agreement does not invalidate the entirety. Payment of all sums is an independent covenant.

Notice from or to multiple Tenants is notice from or to all Tenants on this Agreement. Except in lawsuits involving personal injuries, the prevailing party shall recover attorneys fees and litigation costs from the non-prevailing party. Tenant will reimburse Lessor for all attorneys fees and litigation costs incurred by Lessor in (1) defending or responding to third party actions or requests to recover property stored in Tenant's space or (2) clarifying whether a court order regarding Tenant's space applies to Lessor. Unpaid sums bear 18% annual interest from due date,

compounded annually. This Agreement is subordinate to all facility mortgages and is binding on the parties' successors. All persons signing this Agreement represent they have authority to legally sign for the party they claim to represent. Notices and documents must be in English or, at Lessor's option, in any language that Tenant reads or speaks.

RULES AND POLICIES

32. RENT POLICIES.

- (a) Rent is due on the due date in paragraph 4(b). Payments must be delivered or mailed to Lessor's mailing address at the bottom of page 1.
- (b) Rent is delinquent after the due date in paragraph 4(b). Late fees will be charged as provided in paragraphs 4(c) and 4(d).
- (c) Lessor may require or prohibit payment by check, money order, cashiers or travelers check, credit card or cash, at any time, as provided in paragraph 5.
- (d) If cash payments are allowed, Tenant should get a receipt. Returned payment (nif check or other dishonored payment) charges will be made as provided in paragraph 4(c).
- (e) All payments by money order or check (including cashiers checks and travelers checks) must contain the Tenant's storage space number(s).
- (f) If any sum due by Tenant is delinquent, Lessor may "overlock" Tenant's storage space (if the space is lockable) and/or Lessor may apply a security chain or wheel boot to Tenant's property (if the space is not lockable); and Tenant will incur overlock charges and/or chaining charges as shown in paragraph 4(j). If the space is unlockable and one or more pieces of Tenant's property is chained, Tenant will be charged the chaining charge shown in paragraph 4(j) for each item chained. Section 93.002 of the Texas Property Code regarding commercial lockouts does not apply.
- (g) If Tenant has multiple locks on the space at time of overlocking, Lessor may remove any lock(s) necessary for overlocking without liability for replacement. If Tenant has a wheel boot attached to the property at the time of Lessor's chaining and/or wheel booting, Lessor may remove Tenant's wheel boot without liability for replacement.
- (h) Lessor's overlock, chain, or wheel boot will not be removed until all sums due are paid in full. Lessor is not required to accept partial payment(s) from Tenant. Acceptance of partial payment(s) does not waive Lessor's right to proceed with foreclosure sale based on notice of claim and/or advertising (or posting), absent express written agreement otherwise.

33. CHANGE OF TENANT'S ADDRESS, PHONE NUMBER, EMAIL.

- (a) Lessor must be able to contact Tenant at all times, especially in cases of missing locks, break-ins, fire, emergencies, unpaid rent, etc.
- (b) Tenant's mailing address and/or email address on page 1 is the address for all notices and requests to Tenant. Notices and requests from Lessor to Tenant are not required to be sent to the Tenant's emergency contact person or other person(s) having right of access who are named in paragraph 1.
- (c) Tenant must notify Lessor via mail or email of any change in Tenant's contact information. The notification must include an express request for Lessor to update tenant's specified contact information (for example, mailing address, phone number, or email address). Contact information changes are not effective unless the notice is in WRITING and SIGNED and DATED by Tenant and is RECEIVED by Lessor. Address changes on checks or envelopes from you or on mail returned to us, or emails sent from a new address without an express request to update tenant's email or other contact information, are not sufficient. However, a return envelope provided by us on which you expressly check a pre-printed box to indicate that your address on the return address is a new address, shall suffice for change of address purposes if received by us. Any email sent from an address on file with the facility (listed on the first page of the lease or subsequently provided to Lessor in compliance with this agreement) will be considered signed.
- (d) Change-of-address forms are available at the office (and a copy may be attached to the Agreement). Change-of-address notice from you by letter or postcard is acceptable.
- (e) Tenant must notify Lessor promptly, either orally or in writing, of any change in Tenant's phone number.
- (f) Lessor may refuse to rent to or renew a rental agreement with anyone failing to furnish current mailing address, email, phone number, or satisfactory ID.

34. HOURS OF OPERATION AND RULE CHANGES.

- (a) Hours of facility access may be posted at the entry, along with office hours (if any). The facility may be closed on holidays.
- (b) Hours may be changed by posting at the facility or by regular mail or email to tenants. Rules may be changed as provided in paragraph 30. We may temporarily close all or part of the facility due to casualty, including impending natural disasters such as hurricanes.
- (c) Special hours of access may be granted for one or more tenants.

35. TENANT RESPONSIBLE FOR LOCKS, INSURANCE & LOSSES.

- (a) If the space is lockable, Tenant's space must be locked with Tenant's lock at all times. If Tenant fails to lock Tenant's space and Lessor locks the space with Lessor's lock, a "locking" charge is due under paragraph 4(g) or 4(h). Lessor is not required to lock unlocked spaces.

- (b) If the space is lockable, Tenant's lock needs to be a heavy-duty, case-hardened steel lock to deter vandalism and break-ins. Only one Tenant lock is allowed on a lockable space.
- (c) ALL PROPERTY IS STORED AND TRANSPORTED AT TENANT'S SOLE RISK. LESSOR IS NOT LIABLE FOR LOSS OR DAMAGE TO PROPERTY STORED IN OR TRANSPORTED TO OR FROM TENANT'S SPACE, REGARDLESS OF WHO OWNS SUCH PROPERTY AND REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED BY FIRE, SMOKE, DUST, WATER, WEATHER, INSECTS, VERMIN, EXPLOSION, UTILITY INTERRUPTION, EQUIPMENT MALFUNCTION, UNEXPLAINED DISAPPEARANCE, NEGLIGENCE OF LESSOR OR LESSOR'S AGENTS, THEFT BY OTHERS OR ANY OTHER CAUSE UNLESS SUCH IS PROHIBITED BY LAW.
- (d) Tenant must maintain fire, casualty, and theft insurance on the contents of Tenant's space as required by paragraph 20 and any addendum or supplemental rules. Insurance application forms may be available at the facility office, if any. Lessor is not obligated to furnish such forms.

36. STORAGE RULES.

- (a) Tenant MAY NOT STORE under any circumstances the following:

- (1) any living creature or organism, or any dead animal or other carcass;
- (2) gasoline, oil, fuel, grease, anti-freeze, or flammable chemicals;
- (3) explosives, fireworks, or ammunition;
- (4) corrosive, toxic, poisonous, or hazardous materials or waste;
- (5) asbestos or asbestos-containing construction materials;
- (6) lawn debris (grass clippings, brush, etc.);
- (7) construction debris, tires, oil, or batteries, whether new or used;
- (8) items having a noxious smell in Lessor's sole judgment;
- (9) marijuana and/or controlled substances of any kind;
- (10) prohibited weapons under the Texas Penal Code; or
- (11) stolen property, and items illegal for self storage under any law.

- (b) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT STORE any of the following:

- (1) anything with a fuel tank (vehicles, boats, motorcycles, mowers, etc.);
- (2) gasoline cans or similar containers for combustible fuel;
- (3) liquid propane tanks, oxygen tanks, or similar containers; or
- (4) food, fertilizers, pesticides, or items which are wet and could mildew.

- (c) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT USE the space or any portion of the facility for the following:

- (1) lodging, sleeping, cooking, or consumption of alcoholic beverages;
- (2) garage sale, flea market, or direct sales from the space;
- (3) parties, gatherings, meetings for any purpose, or building floats;
- (4) business office or full-time work area;
- (5) sanding, painting, welding, soldering, or operating power equipment;
- (6) practicing or playing musical instruments (individual or group);
- (7) any use that violates zoning, fire, or criminal codes or other laws; or
- (8) activities classified as a nuisance in Lessor's sole judgment.

- (d) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, Tenant MAY NOT DO any of the following:

- (1) alter, paint, or deface any part of the space or facility;
- (2) put weight on or attach anything to structural elements;
- (3) put holes in floors or other parts of the leased space;
- (4) have a visible sign or install an alarm system in or on the space; or
- (5) modify electrical service or use electricity for other than lights.

- (e) LESSOR MAY EXCLUDE, but is not required to exclude, from Tenant's storage space and the facility:

- (1) any person without a key or combination to Tenant's storage space and is not with a person who has such key or combination (if space is lockable);
- (2) any person who has a key or combination to a storage space (if the space is lockable), and is not listed in paragraph 1 of this Agreement; and
- (3) any person who is damaging property of others, disturbing the peace, or otherwise violating criminal laws.

- (f) GENERAL.

- (1) All persons must comply with posted signs that are plainly visible.
- (2) Animals must be kept inside vehicles. Exceptions are guide dogs for disabled persons and animals of Lessor or Lessor's staff.

- (3) Please do not ask staff to help load, unload, or move anything.
- (4) Lessor's employees are prohibited from doing manual labor for tenants because of risk of injury and insurance considerations.
- (5) All persons must wear footwear to prevent injuries.
- (6) Anything affixed to walls, ceiling, or other parts of the space without Lessor's consent becomes the property of Lessor, at Lessor's option.
- (7) Tenant will be liable for reasonable charges for removing unlawfully attached property, repairing any damage, and removing trash in common areas left by Tenant, Tenant's family, guests, or contractors.
- (8) Urination or defecation by animals is not permitted except in designated areas, if any. Urination or defecation by persons is not permitted except in restrooms, if any.
- (9) Please conserve energy by turning off all lights prior to leaving.
- (10) No bicycling, skateboarding, roller skating, or other recreational activities are allowed in the facility.

37. GROUND RULES.

- (a) Identification of persons on the premises.

- (1) Lessor may require any person entering the facility to sign in.
- (2) Lessor may require any person in the facility to show such person's current driver's license or other governmental ID card, with photograph.
- (3) Lessor may exclude from the facility any person failing to identify themselves with such ID cards. Please carry proper ID at all times.
- (4) Lessor is not responsible for acts of theft, vandalism, or other crimes of persons entering the facility. Please report any suspicious activity.

- (b) Tenant and Tenant's employees, agents, guests, and families:

- (1) must NOT exceed five-miles per hour speed limit inside facility;
- (2) must NOT block traffic or prevent vehicles from entering or exiting;
- (3) must NOT leave vehicles or other items in common areas unattended;
- (4) must NOT park vehicles in fire lanes or in marked no-parking areas;
- (5) must NOT work in driveways, parking spaces, or common areas;
- (6) must NOT change oil or fluids in vehicles or discharge liquids of any kind in spaces, halls, driveways, or common areas;
- (7) must NOT litter halls, driveways, parking areas, or dumpster areas;
- (8) must NOT block access to dumpsters or use any dumpsters for disposal of items which may not be stored in Tenant's space under these rules;
- (9) must NOT use any dumpsters for off-site refuse (lawn clippings, brush, food, construction debris, bedding, furniture, etc.); and
- (10) must NOT disturb other tenants.

- (c) Anything subject to licensure (autos, vans, trucks, motorcycles, boats, trailers, etc.) parked in violation of the above may be towed under Chapter 2308, Texas Occupations Code. All other property left unattended outside in the facility overnight may be disposed of at Lessor's option.

- (d) Lessor is not liable for malfunction of mechanical or electrical devices which control facility gates; but Lessor will proceed diligently to repair after the problem is discovered by Lessor. Lessor has no duty to remove ice, sleet, or snow from common areas; but, at Lessor's option, Lessor may remove same in whole or in part, with or without notice.

38. REFUNDS AND MOVEOUTS.

- (a) Move-out notice forms are available at the office. Please allow 30 days for return of refundable rent and/or deposit. See paragraph 28.

- (b) Unless an addendum to the Rental Agreement provides otherwise, conditions for refunding prepaid rent and deposit are as follows:

- (1) Tenant must give Lessor 10 days written move-out notice;
- (2) Tenant must give Lessor written notice of actual move-out within 24 hours after moving out;
- (3) Tenant's lock (if any) must be removed on or before move-out date, or if the lock belongs to Lessor, the lock must be returned to Lessor;
- (4) Tenant must not leave trash in the space, halls, or driveways;
- (5) Tenant must stay minimum term length in paragraph 3; and
- (6) Tenant must be current in all obligations at time of move-out.

- (c) Tenant will be liable for damages and for cleaning charges under paragraph 4(o) and all disposal costs for Tenant's failure to remove all contents and debris, stains or fluid/leakage, or failure to "broom clean" the space (if it has a solid floor), and other lease violations.

Texas Property Code Chapter 59 governs the self-storage lien process.

A copy of the statute can be found at www.capital.state.tx.us

A copy may also be accessed from the Texas Self Storage Association website: www.txssa.org



**Associated Time
& Parking Controls**

QUOTATION

2.4

Quote Number: 4590-MA
Quote Date: Jun 3, 2014
Page: 1

9104 DIPLOMACY ROW
DALLAS, TX 75247

Voice: 214-637-2763
Fax: 214-688-0411

Quoted To:

ELLIS COUNTY COURTHOUSE
ACCOUNTS PAYABLE
101 W MAIN ST #106
WAXAHACHIE, TX 75165
USA

5001-0530-0873
X C B L K gm

Customer ID
ELLCC

Good Thru
7/3/14

Payment Terms
Net 30 Days

Sales Rep
11

| Quantity | Item | Description | Unit Price | Amount |
|----------|--------|--|------------|--------|
| 1.00 | MAINT1 | SERVICE CONTRACT ON A TIME STAMP FOR A PERIOD OF ONE YEAR FROM 08/01/14 TO 07/31/15 TIME STAMP MODEL:AR-E SN 482841 | 125.00 | 125.00 |

| | |
|--------------|---------------|
| Subtotal | 125.00 |
| Sales Tax | |
| TOTAL | 125.00 |



Associated Time & Parking Controls

Monday, June 02, 2014

Ellis County JP 3
101 West Main
Ste # 106
Waxachie, TX 75165

As you know, it's almost time to renew your Service Contract. It has been a pleasure to serve you this past year. Enclosed you will find a renewal Contract. Please sign and return with payment to ensure uninterrupted service coverage.

Renewal of this Contract offers Ellis County JP 3 the opportunity to take advantage of unlimited covered service calls for a period of one-year.

This year we are planning to send system updates, new product information and service surveys via email. With this in mind, I am asking you send me your email address and website address for our records.

We look forward to continuing our relationship with Ellis County JP 3 as we value your business. I can be reached at (214) 637-2763 during business hours with questions or concerns.

If you are no longer using the equipment listed in this contract, please give me a call so I can update our files.

Sincerely,

Alicia M. Mays
Office Manager
amays@associatedtime.com

Corporate Office- Dallas: 9104 Diplomacy Row • Dallas, Texas 75247 • Phone (214) 637-2763 • Fax (214) 688-0411
Austin: 4020 S. Industrial Drive, Suite 150 • Austin, Texas 78744 • Phone (512) 693-9200 • Fax (512) 693-9091
Houston: 1217 West Loop North, Suite 190 • Houston, Texas 77055 • Phone (713) 263-1366 • Fax (713) 263-8154
New Orleans: 1447 West Lindberg Drive, Suite 204 • Slidell, Louisiana 70458 • Phone (985) 781-3929 • Fax (985) 781-3950
NW Arkansas: 9 Hemsworth Lane • Bella Vista, Arkansas 72714 • Phone (479) 435-1361 • Fax (479) 855-4642

www.associatedtime.com

Hourly Rates for Maintenance vs. Non-Maintenance Customers

Maintenance Agreement Customer:

(For Covered Repairs and Program changes)

| | |
|-----------------------------|---|
| M-F 8:00 – 5:00 p.m. | \$0.00/Hour - \$0.00 Parts |
| M-F 12:00 – 8:30 a.m. | \$82.00/Hour/ \$45.00 Trip Fee / \$0.00 Parts |
| Saturday, Sunday & Holidays | \$82.00/Hour/ \$45.00 Trip Fee/ \$0.00 Parts |

**note ribbons are a consumable item and are billable*

Non-Maintenance Customer:

| | |
|-----------------------------|---|
| M-F 8:00 – 5:00 p.m. | \$82.00/Hour / \$45.00 Trip Fee/+Parts |
| M-F 5:00 – 12:00 a.m. | \$123.00/Hour / \$45.00 Trip Fee/+Parts |
| M-F 12:00 – 8:30 a.m. | \$164.00/Hour / \$45.00 Trip Fee/+Parts |
| Saturday, Sunday & Holidays | \$164.00/Hour / \$45.00 Trip Fee/+Parts |

**note ribbons are a consumable item and are billable*

Preferred Customer Service Agreement Benefits

I. PRIORITY SERVICE

Our general policy for priority in customer support calls:

1. New install and warrantee customers
2. Maintenance and warrantee customers.
3. Time and Attendance Non-Maintenance customers.

**Of course, other factors enter in; such as nature of problem, availability of technician, etc.*

II. DISCOUNTS

Our maintenance customers are entitled to a 50% discount off our normal labor rates for after-hours, weekends, and holiday service calls. Holidays include:

| | |
|---------------|----------------|
| New Years Day | Thanksgiving |
| Memorial Day | Fourth of July |
| Labor Day | Christmas Eve |
| | Christmas Day |

**Special Maintenance Agreements are available to cover after-hour, weekends, and holiday for an additional fee.*

**Maintenance customers receive a 10% discount on system additions (upgrades, modems, utilities, etc.)*

III. MAINTENANCE CUSTOMERS RECEIVE "UNLIMITED SERVICE"

This means that should an intermittent or difficult to diagnose problem occurs, the technician is free to replace an entire unit or completely reinstall software modules to quickly remedy the problem and restore operation. In contrast, with a non-maintenance customer, it is often necessary to return hardware to the shop for diagnosis and provide an estimate of repair costs for customer approval, creating a delay in restoration of operation. A similar cautious approach must also be taken on software problems so as to keep customers aware of costs involved. Unlimited service includes loaner equipment when necessary.

IV. FREE UPDATES, ENHANCEMENTS & MODIFICATIONS

Our maintenance customers pre-pay us for service and this entitles them to receive free updates, enhancements, and modifications to their systems as provided by the manufacturer to assure optimum performance. Non-Maintenance customers must pay for such services in most cases.

IV. MAINTENANCE CUSTOMERS "LOCK IN" CURRENT RATES

Rates are locked in for parts and labor for the term of the contract, no matter how much parts or labor might increase.

V. SAVINGS

Statistics show that on the average hardware and software Maintenance Agreements save 20%- 30% when compared to time and materials service over the year. Large users confirm this fact by carrying Agreements in 95% of cases.

VI. SAVE INSPECTION FEE

Inspection fees will be saved (\$82.00/hour + travel) by having no lapse between warranty expiration and Maintenance Agreement coverage.

VII. LOANER EQUIPMENT

On the unlikely event that a unit should require bench repair, Associated Time & Parking Controls, Inc. will provide loaner equipment to Maintenance customers at no additional charge.

Preferred Annual Support Agreement

It is agreed between Ellis County JP 3 hereinafter referred to as "Customer", and Associated Time & Parking Controls, Inc., hereinafter referred to as "ATPC" that:

1. All equipment subject to the terms and conditions of this Contract shall be specified in an attached document hereinafter referred to as "Appendix A". This Contract shall be in effect for a period of one (1) year beginning 8/1/2014.
2. The fulfillment of this Contract is subject to strikes, fires, accidents, civil or military authority, act of God, or other delays beyond ATPC's control.
3. Customer shall provide site(s) which include adequate space for maintenance personnel, proper ventilation, normal temperature and humidity, and proper electrical power consisting of a dedicated three-wire circuit, with isolated ground, for each unit or group of units.
4. ATPC will make, during ATPC's ordinary business hours (Monday - Friday 8:00 am - 5:00 pm *excluding holidays), all needed repairs not necessitated by accident, abuse, fire, water, fluids or foreign objects or conductive materials entering the equipment, or caused by improper power or wiring, interruptions to power, or by damage arising from act of third persons or any force of nature, provided that no repairs, alterations, or additions have been made to such equipment or related software except by ATPC or its authorized representatives. Timecards, badges, ribbons and other supplies are not included under this Contract, but will be provided by ATCP at its then current prices. Repair service may include replacement of defective parts with used parts. All replaced parts shall become or remain the property of ATPC. Any service or repairs performed outside of normal business hours will be billable at ATPC then prevailing after-hours rates.
5. ATPC liability shall in all events be limited to restoring the equipment covered by this Agreement to good operating condition. ATPC shall in no event be liable for any incidental or consequential damages, nor for recreation of data lost for any reason. ATPC disclaims any warranties of merchantability or fitness for any particular purpose.
6. There are no understandings, agreements, representatives, or warranties, express or implied, not specified herein, respecting the order or the goods specified in Appendix A. The counterpart of this agreement held by ATPC shall be considered the original and shall be the binding agreement in case of a variance in any particular between it and other signed copy. This shall become a binding contract and effective as of the date (but not before) it has been accepted below by ATPC an its Executive office; by a representative of ATPC. Notice of acceptance by ATPC is hereby waived by the by the Customer. Customer hereby acknowledges receipt of a true and complete copy of this instrument and all applicable appendices.

AR-E 482841

By: _____
(Customer)

(Buyer) (Title) (Date)

Appendix A

This Appendix to the signed hardware and software Maintenance Agreement between Associated Time & Parking Controls, Inc. ("ATPC") and Ellis County JP 3 lists all equipment, software, supplies, services and prices subject to the terms and conditions of the hardware and software Maintenance Agreements.

| <u>Description</u> | <u>Serial Number</u> |
|--------------------|----------------------|
|--------------------|----------------------|

| | |
|------|-----------|
| AR-E | 482841 |
| | 8/1/2014 |
| | 7/31/2015 |

Annual Equipment Fee

\$125.00

| <u>Location</u> | <u>Billing Address</u> |
|---|---|
| 101 West Main Ste # 106 Waxahachie TX 75165 | 101 West Main Ste # 106 Waxahachie TX 75165 |

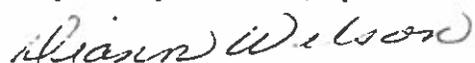
FUNDING REQUEST FROM THE ELLIS COUNTY CHILD PROTECTIVE
SERVICES BOARD FOR THE FISCAL YEAR 2014-2015

The Ellis County Child Protective Services Board requests funding of \$25,000 from the Ellis County Commissioners Court.

The calendar year of 2013 we had clothing costs of \$23,445 and this year to date it is \$10,489 with a projected additional outlay of \$10,000-\$12,000 in the next three months.

Costs for drug screening have increased substantially with a projected 2014 cost to be \$10,000-\$12,000 because the State of Texas is not providing the County for this expense.

Respectively submitted,



Diann Wilson

Treasurer

Ellis County Child Protective Services Board

06/30/2014

To Whom It May Concern:

It is with regret that I am writing to inform you of my decision to resign my position as President of The Ellis County Emergency Service District #6, effective immediately.

I have been offered a new position and it will not allow me to continue serving on the board. I feel it is best for me to accept the new position and make room for someone else with the time and energy to devote to the ESD board.

Thank you for giving me the opportunity to serve on the ESD board.

Best regards,



Billy Getzendaner
President ECESD#6

- 4

Application for Ellis County Emergency Service District Board

Name: William H. (Bill) Derden

Address: P. O. Box 197
Forresteron, Texas 76041

Phone: N/A (Home) N/A (Work) 936-661-9102 (Cell)

E-Mail: bderden@att.net

Emergency Service District being applied for: SIX

Are you related to, indebted to, or closely associated with any person associated with the Volunteer Fire Department in your district? (yes) X (no) If yes, please state their names(s) and relationship:

Do you live within this ESD? X (yes) (no)
How long have you lived in Ellis County? 6 years
Are you a U. S. Citizen? X (yes) (no)
Military Service: None
Current Employer: Retired USDA (Rural Development)

Have you filed federal income tax returns for the past five (5) years? X (yes) (no)
If no, give details

Have you ever been arrested? (yes) X (no) If yes, give details

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? (yes) X (no) If yes give details

Application for Ellis County
Emergency Service District Board

Has your driver's license ever been suspended? ___(yes)___ (no) If yes, give details

Are you or your spouse related to a local, state or federal public official? ___(yes)___ (no)
If yes, give name(s) and relationship(s) _____

Do you currently serve, or have you ever served on any local, state or federal government board, commission or committee or in any elected or appointed office? (yes) ___(no)
If yes, give details: I served on several boards and committees in connection with my employment with USDA.

Please tell us about your business experience and your experience on other boards:
Employee of U.S.D.A. for 33 years from September 11, 1967 to January 3, 2001. After retirement I ran a successful trucking business for 7 years. Now own and operate a small farm at Five Points near where I was raised.

Certification of Applicant:

I hereby certify that the attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation or omission of a fact may result in my disqualification for appointment. I further agree that upon appointment by the Ellis County Commissioner's Court to the Board of Directors of Ellis County Emergency Service District (ESD) No. ESD 6 I will execute and file with the Ellis County Clerk a bond conditioned on the faithful execution of my duties of my office. My failure to file a bond as stated above within 10 days following my appointment will act as an automatic resignation of my office.

William H. Darden
Applicant's Signature

7-21-14
Date

3.5

**COMMISSIONERS COURT OF ELLIS COUNTY
ORDER NO. _____**

**AN ORDER ESTABLISHING RESTRICTED TRAFFIC ZONES TO PROVIDE FOR
THE INSTALLATION AND MAINTENANCE OF STOP SIGNS, NO PARKING SIGNS,
NO STANDING SIGNS AND OTHER POTENTIAL TRAFFIC CONTROL SIGNS AND
SIGNALS THAT THE COURT CONSIDERS NECESSARY FOR PUBLIC SAFETY
WITHIN SAID ZONES WITHIN THE UNINCORPORATED AREAS OF ELLIS
COUNTY, TEXAS**

On this the ____ day of _____, 2014, the Commissioners Court of Ellis County, Texas, convened in a regular session of said court, at 101 West Main Street (2nd Floor), Waxahachie, Texas, with the following members present, to wit:

County Judge:

Judge Carol Bush

Commissioners:

Dennis Robinson, Commissioner, Pct. 1

Bill Dodson, Commissioner, Pct. 2

Paul Perry, Commissioner, Pct. 3

Ron Brown, Commissioner, Pct. 4

and among other proceedings, pursuant to §251.152 of the Texas Transportation Code, the following order was passed after publication of notice of such proposed order in the Waxahachie Daily Light, a newspaper of general circulation in Ellis County, said publication being made on the ____ day of _____, 2014, and after a public hearing was held on the ____ day of _____, 2014, at which interested members of the public were given opportunity to appear and testify before the Court about the general subject to be covered by the proposed order, the Court considered the ratification of an Order Establishing Restricted Traffic Zones for the Installation and Maintenance of Stop Signs, No Parking Signs, No Standing Signs and Other Potential Traffic Control Signs and Signals that the Court Considers Necessary for Public Safety Within Said Zones Within the Unincorporated Areas of Ellis County, Texas, as follows:

WHEREAS, the Commissioners Court of Ellis County, Texas, is authorized by §251.155 of the Texas Transportation Code to establish restricted traffic zones within the unincorporated areas of Ellis County, Texas;

WHEREAS, the Commissioners Court of Ellis County, Texas, in order to preserve and protect health and safety, has determined that certain residential areas and the specifically named roadways therein should be designated as restricted traffic zones;

THEREFORE, pursuant to the authority granted by Chapter 251 of the Texas Transportation Code, BE IT ENACTED BY THE COMMISSIONERS COURT OF ELLIS COUNTY, TEXAS:

SECTION 1 - ESTABLISHMENT OF RESTRICTED TRAFFIC ZONES

1.01 As authorized by §251.155 of the Texas Transportation Code and in order to preserve and protect health and safety within certain residential areas within the unincorporated area of Ellis County, the specifically named roadways herein below are hereby designated as restricted traffic zones:

Sand Road
Eastgate Road

1.02 The Ellis County Commissioner's Court hereby authorizes the Road and Bridge Precinct Commissioner in whose precinct a restricted traffic zone has been established to erect and/or install all signs and signals approved by the Ellis County Commissioners Court which are necessary to enforce this order and provide for public safety.

SECTION 2 - ERECTION OF STOP SIGNS, NO PARKING SIGNS, NO STANDING SIGNS AND OTHER POTENTIAL TRAFFIC CONTROL SIGNS AND SIGNALS WITHIN RESTRICTED TRAFFIC ZONES

2.01 To provide for public safety, the Ellis County Commissioners Court hereby specifically authorizes the placement of stop signs, no parking signs, no standing signs and other potential traffic control signs and signals at intersections within the unincorporated area of Ellis County which have been designated above as within a restricted traffic zone. A person commits an offense if he or she fails to obey a sign that has been authorized by this order.

SECTION 3 - CRIMINAL PENALTY

3.01 An offense under this order shall be punishable as a Class C misdemeanor.

SECTION 4 - SEVERABILITY

4.01 If any section, paragraph, sentence, phrase or word in this order is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this order; and the Commissioner's Court hereby declares it would have passed such remaining portions of the Order despite such invalidity, which remaining portions shall remain in force and effect.

SECTION 5 - EFFECTIVE DATE

5.01 This order shall become effective from and after the date of its passage, and it is accordingly so ordained.

PASSED AND APPROVED IN OPEN COURT on this the ___ day of _____, 2014.

Carol Bush, County Judge

Commissioner Dennis Robinson, Precinct 1

Commissioner Bill Dodson, Precinct 2

Commissioner Paul Perry, Precinct 3

Commissioner Ron Brown, Precinct 4

Attest:

Cindy Polley, County Clerk

Ellis County Projects to be Reconciled and Closed

| ROW CSJ | Let Year | Hwy | Limits From | Limits To | Deposit | Expenditures | Remaining |
|-------------|----------|--------|----------------------------|--------------------------------|------------|--------------|------------------|
| 0172-05-092 | 1997 | US 287 | Existing US 289 | E of Sardis (NW of Waxahachie) | 14,855.00 | 13,982.49 | 872.51 |
| 0172-08-039 | 1988 | US 287 | NR WCL of Ennis E | IH 45 (Ennis Bypass) | 300,000.00 | 258,106.41 | 41,893.59 |
| 0173-01-040 | 1998 | SH 34 | At Trinity River & Levee S | . | 400.00 | 300.00 | 100.00 |
| 0260-02-031 | 1999 | US 67 | 2.0 Mi S of Midlothian | Johnson C Line | 41,881.25 | 51,537.30 | 9,656.05 |
| | | | | | | | 33,210.05 |

33,210.05 Est Refund

27,550.00 Bridge Projects

5,660.05 Remaining from Refund

Ellis County Bridge Projects

| | | | | Estimated Participation |
|-------------|------|--------|---------------------------------|-------------------------|
| 1393-01-016 | 2015 | FM 308 | At Draw, 1.4 Mi NW of IH 35E | 7,250.00 |
| 1051-02-018 | 2015 | FM 876 | At Big Onion Creek | 5,800.00 |
| 1211-01-020 | 2015 | FM 984 | At Onion Creek Relief #1 and #2 | 7,250.00 |
| 1211-01-021 | 2015 | FM 984 | At Draw, 1.7 Mi So of SH 34 | 7,250.00 |
| | | | | 27,550.00 |

FM 664

| | | | | | |
|-------------|------|--------|-----------------|---------------------------------------|------------------|
| 1051-01-043 | 2013 | FM 664 | Westmoreland Rd | IH 35 in City of Red Oak | 24,221.68 |
| | | | | Remaining from Refund of Old Projects | 5,660.05 |
| | | | | Amount Due For FM 664 | 18,561.63 |

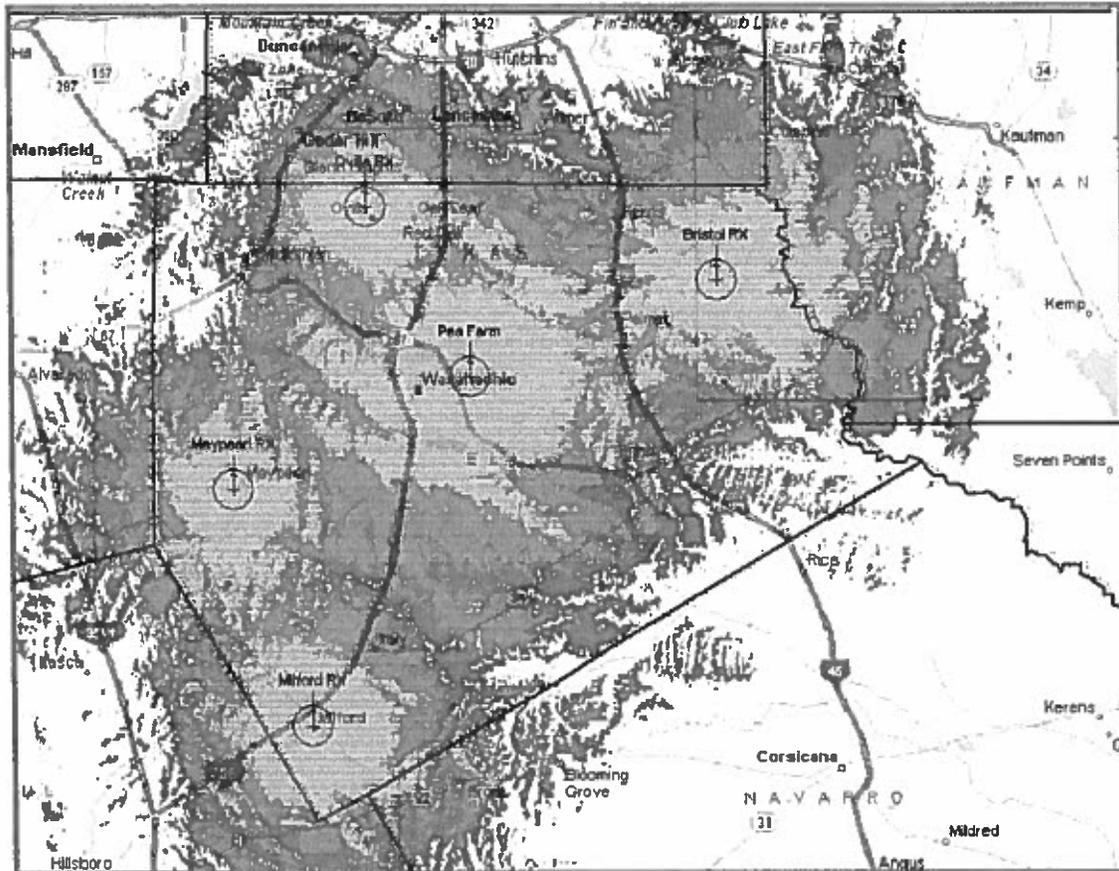


Figure 1 – Countywide Radio Coverage WITHOUT Region 10

3.16

ELLIS COUNTY COMMISSIONERS' COURT

ORDER NO. _____

AN ORDER PROHIBITING OUTDOOR BURNING

On this the ____ day of ____, 20__, the Ellis County Commissioners' Court of Ellis County, Texas, convened in a regular session of said Court at 101 West Main, Waxahachie, Texas, the following member present, to-wit:

| | |
|--------------------------|-----------------|
| County Judge | Carol Bush |
| Commissioner Precinct #1 | Dennis Robinson |
| Commissioner Precinct #2 | Bill Dodson |
| Commissioner Precinct #3 | Paul Perry |
| Commissioner Precinct #4 | Ron Brown |

And among other proceedings, on motion of Commissioner _____, seconded by _____, duly put and carried the following Order was passed:

WHEREAS, Section 352.081 of the Texas Local Government Code provides that the commissioners court of a county by order may prohibit or restrict outdoor burning in the unincorporated area of the county if drought conditions have been determined to exist in all of Ellis County, Texas by the Texas Forest Service; or the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Ellis County Commissioners' Court does hereby find that circumstances present in all of the unincorporated area of Ellis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is **ORDERED** that outdoor burning is prohibited in all of the unincorporated areas of Ellis County as follows:

(A) ACTIONS PROHIBITED:

Except as is specifically set out herein, a person violates this order if he burns or otherwise dispenses, emits, explodes, detonates, throws off, or otherwise delivers any spark or fire to, or in the area of any combustible material, including but not limited to all, trash, debris, leaves, trees, paper.

(B) This order does not apply to outdoor burning activities:

(1) Domestic wastes that normally result from the function of life within a residence—for example, kitchen garbage, untreated lumber, cardboard boxes, packaging, clothing, grass, leaves, and branch trimmings, may be burned in compliance with the following requirements creating a controlled environment and safeguards on each day performed:

(a) Such material is wholly enclosed in a single receptacle adequate to completely contain all such flames and/or sparks.

- (b) Begin burning no earlier than one hour after sunrise, end it the same day and no later than one hour before sunset
- (c) A responsible party is present while the burn is active.
- (d) Area near burn must be clear of vegetation and/or combustible materials or debris.
- (e) Adequate fire suppression equipment in the form of either a properly operating fire extinguisher or water hose attached to a constant supply will suffice for this requirement.

No domestic waste burning is allowed on days designated as Red Flag Warning Days by the National Weather Service. Such things as tires, construction debris, furniture, carpet, electrical wire, and appliances are not considered to be domestic waste and cannot be burned.

(2) Outdoor Cooking allowed with the restrictions listed below:

- (a) The cooking device is propane, natural gas, wood or charcoal and has a complete and full enclosure that is utilized at all times.
- (b) The cooking device shall be clear of vegetation and/or combustible materials or debris.
- (c) Adequate fire suppression equipment in the form of either a properly operating fire extinguisher or water hose attached to a constant supply will suffice for this requirement.

(3) These prohibitions do not apply to the sale or detonation of fireworks.

(4) That involve the performance of outdoor combustible operations, including but not limited to, outdoor welding, cutting or grinding operations by any person if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:

- (a) An additional responsible person designated as a fire watcher who remains at all times within 100 feet of any welding, grinding, cutting, or any other activity that emits a spark and who remains on the scene of any such activity for a minimum of 30 minutes after cessation of any outdoor welding, grinding, cutting, or other activity that emits a spark;
- (b) Each location where outdoor welding, cutting or grinding operations are being performed must have cellular telephone communications for emergency response;
- (c) Adequate fire suppression equipment which must include, at a minimum, either a properly operating 2A-20BC fire extinguisher, kept within 30 feet of any outdoor welding, grinding, cutting, or other activity that emits a spark or a water hose connected to a continuous water source under pressure with sufficient length of hose to reach at least 100 feet beyond any welding, grinding, cutting or activity that emits a spark.

No outdoor welding, cutting or grinding operations is allowed on days designated as Red Flag Warning Days by the National Weather Service.

- (5) Related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (a) firefighter training;
 - (b) public utility, natural gas pipeline, or mining operations;
 - (c) planting or harvesting of agriculture crops.
- (6) Burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (7) Burns authorized by both the Ellis County Fire Marshal's Office and the fire department assigned to provide service to the area in which the burn would take place, then conducted under the direct supervision of that same department.

(C) ENFORCEMENT:

- (1) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (2) Fire Departments should complete and submit the Illegal Burn Reporting Form supplied by the Ellis County Fire Marshal's Office.
- (3) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.
- (4) This order may be enforced by any duly-commissioned peace officer.

(D) EFFECTIVE DATE:

This order shall take effect immediately.

(E) DURATION:

This order shall remain in effect for 90 days from effective date of this order, or prior to such expiration date if the Ellis County Commissioners' Court by order determines that circumstances present in the unincorporated areas of Ellis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier. The Ellis County Commissioners' Court may adopt an additional order that takes effect on the expiration of this order if the Ellis County Commissioners' Court finds at such time that circumstances then present in the unincorporated areas of Ellis County continue to create a public safety hazard that would be exacerbated by outdoor burning.

(F) SEVERABILITY:

If any section, article, paragraph, sentence, clause, phrase or word in this order, or application thereto, or any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this order; and the Commissioners' Court hereby declares it would have passed such remaining portions of the order despite such invalidity, which remaining portions shall remain in force and effect.

Approved By:

Ellis County Commissions' Court on _____, _____, 20____.

Carol Bush
Ellis County Judge

Commissioner Dennis Robinson
Precinct #1

Commissioner Bill Dodson
Precinct #2

Commissioner Paul Perry
Precinct #3

Commissioner Ron Brown
Precinct #4

Attest:

Cindy Polley
County Clerk