

F3^v

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50912-00000-000	FM2 BRIDGE REPAIR	\$25,000.00



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50911-00000-000	FM2 GRAVEL	\$25,000.00



[Handwritten Signature]
Signature of Department Head

9-15-15
Date Signed

Ellis Co. Commissioner, Pct. 2
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:

[Handwritten Signature] 9/18/15

Needs court approval

F4 ✓

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50897	Substance Abuse Services	9500

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0420-50875	Psychologists	8000
001-0420-50893	Detention Provision	500
001-0420-50896	Sex Offender Services	1000

Chetana Johnson
Signature of Department Head

9/21/15
Date Signed

Juvenile Services
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

needs court approval

Approved by County Auditor's Office:

9/21/15

F5 ✓

**ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0230-50803-00000-000	Furniture/Fixtures	198
001-0230-50601-00000-000	Travel Reimb.	400

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0230-50819-00000-000	Computer	598

<i>Jane Platt</i>	9/22/15	<i>Purchasing</i>
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 _____, 2014/2015

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

Approved by County Auditor's Office:

Belen 9/22/15
Needs court approval

✓
FLC

**ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT**

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 006-0754-40092-00000-000	RB4/Subdivision Percentage	27,584.41
✓ 006-0754-40004-00000-000	RB4/Sale of Material	89.10
✓ 006-0754-40008-00000-000	RB4/Interlocal Agreement	3,109.00
✓ 006-0754-40010-00000-000	RB4/Sale of Equipment	5,323.38

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 006-0754-50911-00000-000	RB4/Gravel	36,105.89

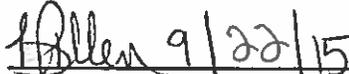
	22-Sep-15	Road & Bridge Pct. 4
Signature of Department Head	Date Signed	Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:

 9/22/15

Needs court approval

F7

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

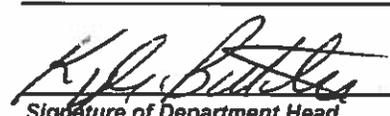
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-40008-00000-000	FM4/Interlocal	112,575.00
012-0755-50910-00000-000	FM4/Gas & Oil	50,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
012-0755-50915-00000-000	FM4/Asphalt	132,575.00
012-0755-50911-00000-000	FM4/Gravel	25,000.00
012-0755-50807-00000-000	FM4/General Misc.	5,000.00


Signature of Department Head

22-Sep-15
Date Signed

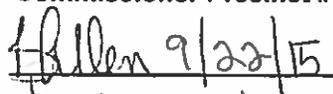
Road & Bridge Pct. 4
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:


Needs court approval

F8

ELLIS COUNTY BUDGET
2013/2014 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 201/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-50873	Maintenance/Repairs	\$1,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0390-50801	Supplies	\$1,000.00



Signature of Department Head

Date Signed

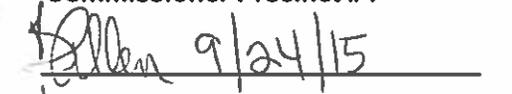
County Judge
Department

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

APPROVED THIS _____ DAY OF _____, 2014/2015

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

Approved by County Auditor's Office:


Needs court approval

F9

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

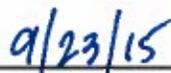
I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50805-00000-000	Conference	\$ 1,281.66

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0450-50703-00000-000	Telephone	\$ 1,069.20
001-0450-50801-00000-000	Supplies	\$ 212.46

  _____
 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 _____, 2014/2015

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

Approved by County Auditor's Office: 

Needs court approval

F10

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0000-30302-00000-000	Budgeted Fund Balance	900000

To move the portion of funds to permanent improvement that were already approved in past commissioners court meetings that were used to build the capital projects such as records storage, election building, and court facilities. The expenses have been expensed to Permanent Improvement to keep them in a capital projects fund so this transfer will put the funding for them there as well.

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50860-00000-000	TSF to Permanent Improvement	900000


Signature of Department Head

9/23/15
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 _____, 2014/2015

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

needs
court
approval

Approved by County Auditor's Office:



F11

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2014/2015 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50560-00000-000	Compensatory/Fringe Liability	86800

Budget Amendment necessary to re-allocate dept 0140 expenditures- Mike Navarro

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50822-00000-000	Legal Fees	500
001-0140-50831-00000-000	Administrative Judicial	200
001-0140-50837-00000-000	Postmortem Exams	15000
001-0140-50866-00000-000	Community Support	100
001-0140-50887-00000-000	Radio Tower	1000
001-0140-50903-00000-000	Settlement	500
001-0140-50557-00000-000	Workers Comp	24000
001-0140-50558-00000-000	Contingencies/Reserve	2000
001-0140-50706-00000-000	Insurance Deductible	3000
001-0140-50801-00000-000	Supplies	500
001-0140-50802-00000-000	Equip/Maint/Repairs	11000
001-0140-50811-00000-000	Fleet Purchase	29000


Signature of Department Head

9/23/15
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 _____, 2014/2015

County Judge

Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

needs
Court
approval

Approved by County Auditor's Office:



ELLIS COUNTY TAX ASSESSOR COLLECTOR

JOHN BRIDGES, RTA, CTA, CSTA
Ellis County Tax Assessor/Collector



P.O. Drawer 188
Waxahachie, TX 75168-0188
(972) 825-5150
Fax (972) 825-5151
E-Mail: john.bridges@publicans.com
Website: www.elliscountytax.com

F12

September 17, 2015

**Request for Approval of Overpayments
Commissioners' Court Date September 28, 2015**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Select Portfolio Servicing, Inc,	165255	\$ 3,760.80

*Just Refund
Consist as much
all*

BEING a part of the James Blair Survey, Abstract 115, Ellis County, Texas, and a part of the tract described in deed from Fernando J. Rojas to Larry Michael Simpson recorded in Volume 2382, Page 1692, Official Public Records of said County and being more particularly described by its metes and bounds as follows:

BEGINNING at a railroad spike found in Brigham Road, at the southeast corner of the tract described in deed from the Estate of Althea M. Griffin, deceased to Stephen Allison, et al recorded in Volume 2772, Page 1961 of said Official Public Records and the on line of said Blair Survey and the Jackson Riley Survey, Abstract 919;

THENCE S 30°12'00" E (bearing bears [red] with the common line of said Simpson tract and the tract described in deed from Arlene B. Sikes et al to Venero Transmission LP, recorded in Volume 1200, Page 659 of said Official Public Records and with Brigham Road, 486.26 feet to a railroad spike set at the northeast corner of the tract described in deed from Fernando J. Rojas to Ronda B. Vance recorded in Volume 1997, Page 1364 of said Official Public Records;

THENCE S 60°45'00" W, with the northwest line of said Vance tract, at 30.00 feet passing a 1/2 inch steel rod; in at 287.28 feet to 1/2 inch steel rod set;

THENCE N 29°00'00" W, 35.00 feet to a 1/2 inch steel rod set;

THENCE N 40°20'00" W, 117.17 feet to a 1/2 inch steel rod set;

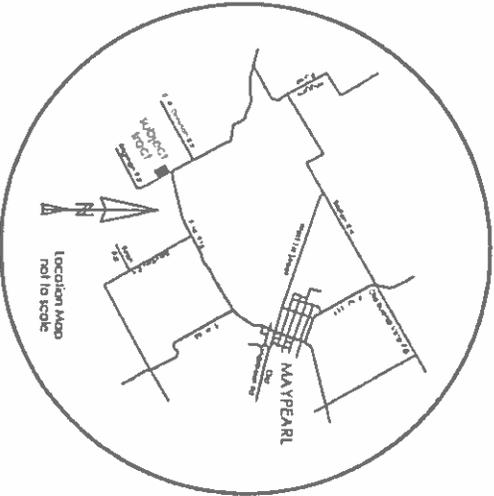
THENCE N 30°45'00" W, 290.03 feet to a 1/2 inch steel rod set;

THENCE N 32°28'00" W, 48.82 feet to a 1/2 inch pipe found at a most east southwest corner of said Allison tract;

THENCE N 61°09'44" E, with the southeast line of said Allison tract, at 311.92 feet passing a 1/2 inch steel rod set, in at 341.93 feet (call N 61°21" E, 343.0 feet) to the point of beginning and containing approximately 3.743 acres of land;

TH

SIMPLIFIED PLAT
MONGO LAND
ELLIS COUNTY, TEXAS
being 3.743 acres in the
James Blair Survey, Abstract 115,
Ellis County, Texas



COUNTY OF ELLIS ||
STATE OF TEXAS ||

HEREFORE KNOW ALL MEN BY THESE PRESENTS:

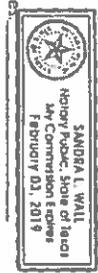
THAT I, Larry Simpson, being the owner of the hereon described tract, do hereby adopt this plat, designating same as MONGO LAND, Simplified Plat, subdivision in Ellis County, Texas, and do hereby dedicate to the public use and benefit forever, the streets, alleys and easements shown hereon. Any part of any buildings, fences, trees, shrubs or other growths or improvements which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easement strips, and any public utility, shall, at all times, have the right of right-of-way and egress to and from and upon said easements for the purpose of construction, reconstruction, repairing, patching, maintaining, and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of anyone.

Witness my hand this 16th day of September 2015.
Larry Simpson signing for Larry Simpson
Larry Simpson

Subscribed to and sworn to before me, a Notary Public, in and for the State of Texas, on this 16th day of September 2015.

Sandra L. Will
Notary Public

My commission expires:



CERTIFICATE OF DEPARTMENT OF DEVELOPMENT
This plat has final approval by the Department of Development Ellis County, Texas, for on-site sewage facility system, pending any and all information as may be required by the Department of Development, Ellis County, Texas.

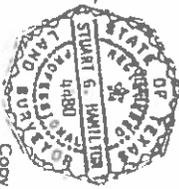
Department of Development

COUNTY APPROVAL:
I certify that the above and foregoing Simplified Plat was approved for filing by Ellis County Commissioners Court on the ____ day of _____ 2015.

Carol Bush - County Judge

SURVEYORS CERTIFICATE:
I declare that the foregoing plat and field notes were prepared from an actual and accurate survey made on the ground 6 June 2015, and that all corner monuments were found or properly placed under my personal supervision.

Stuart G. Hamilton
Stuart G. Hamilton
Registered Professional
Land Surveyor, No. 4480



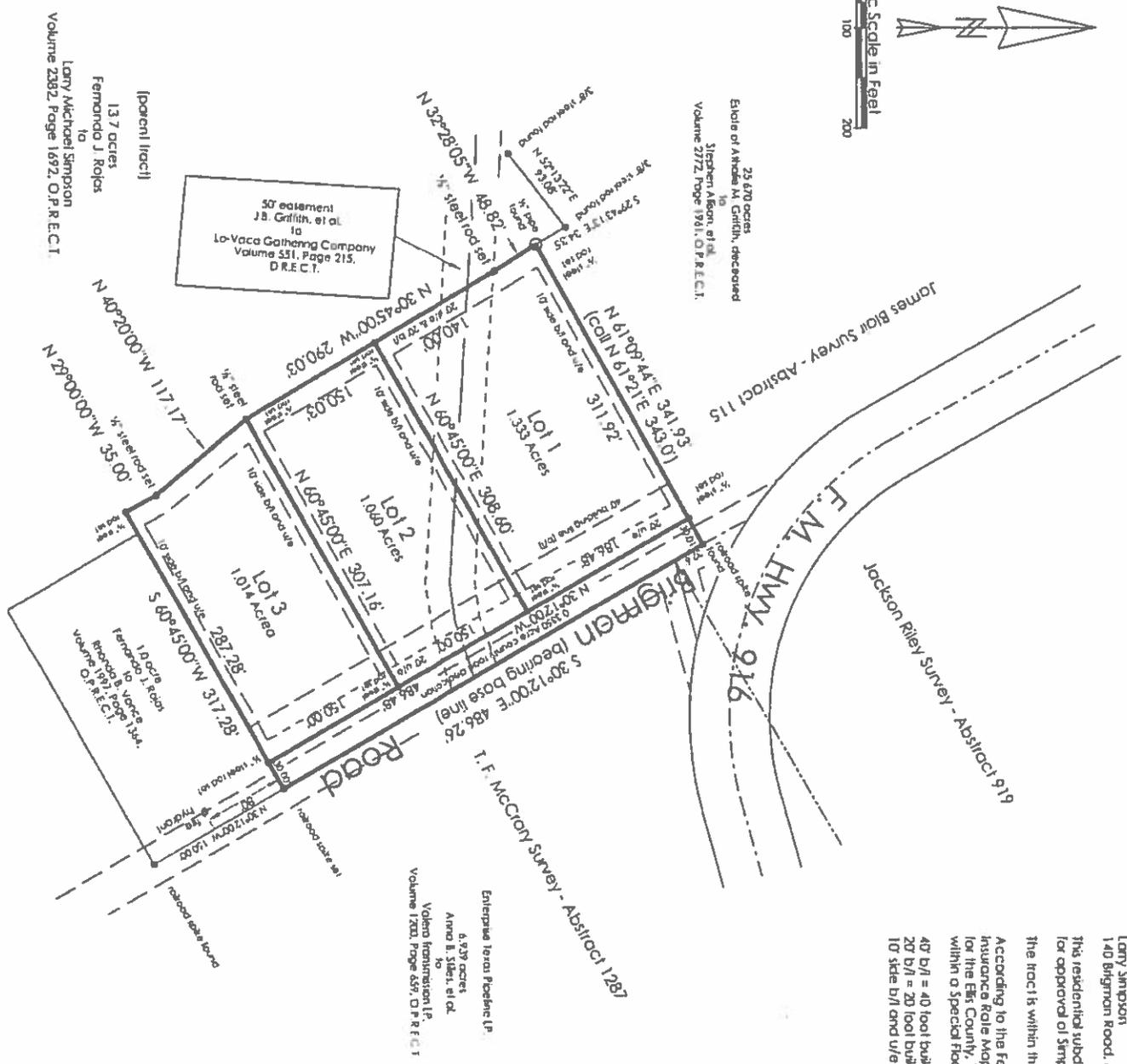
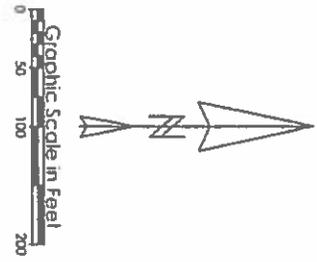
DATE: SEP 16 2015

COPY 1 of 1 signed on SEP 16 2015
DRAWN BY: sgh JOB NO. C-15073

ELLIS ASSOCIATES
SURVEYORS

2124 COLLEGE WALKWAY, CHESTNUT, TEXAS 75116
TEL: 972.237.2124 FAX: 972.237.2124

SP1



Owner information:
 Larry Simpson
 140 Brigman Road, Maypearl, TX 78064

This residential subdivision is submitted by owner and developer for approval of Simplified Final Plat.

The tract is within the extrajurisdictional jurisdiction of Maypearl, Texas.

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Number 4815V0300F, dated June 3, 2013, for the Ellis County, Texas and incorporated Areas, this tract is not within a Special Flood Hazard Area (inundated by one 100-year flood).

40' b/l = 40 foot building line 20' u/e = 20 foot utility easement
 20' b/l = 20 foot building line
 10' side b/l and u/e = 10 foot side building line and utility easement

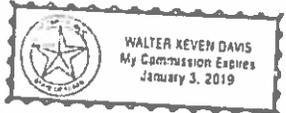
SP2

Acres
OPRECT

NOTE:
No 100 year floodplain
per FEMA FIRM Map #
48139C0250F, Zone X unshaded
dated June 03, 2013

PLATTING NOTE:
Property is in the E.T.J. of
the City of Ennis and is
subject to their platting
rules and regulations.

Owners:
Bob A. Skrivanek
and Julie L. Skrivanek
141 Skrivanek Road
Ennis, Texas 75119



undersigned authority, a notary public, on this day
I, Bob Alan Skrivanek, known to me to be the
person who is subscribed to the foregoing instrument and
to that he executed the same for the purposes
therein expressed and in the capacity therein
expressed, for my hand and seal of office this the
11th day of September, 2015.

Bob Alan Skrivanek
NOTARY PUBLIC
STATE OF TEXAS

On this day personally appeared Julie Lyn Skrivanek,
the foregoing instrument and acknowledged to
me that she executed the same in the capacity
therein expressed and in the capacity therein
expressed, for my hand and seal of office this the
11th day of September, 2015.

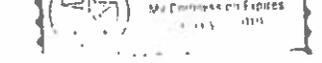
NOTARY PUBLIC
STATE OF TEXAS

This plat from an actual and accurate
survey was properly placed under my
Regulations of the Planning and Zoning
Commission of the City of Ennis, Texas.

WAL



On this day personally appeared Walter Keven Davis,
the foregoing instrument and acknowledged to
me that he executed the same in the capacity
therein expressed and in the capacity therein
expressed, for my hand and seal of office this the
11th day of September, 2015.



Block A of LOST ACRES, was approved by the
Local Government Code on this 11th day of Sept 2015.



By: *Carol Bush*

City of Ennis, Texas
Date: 11/15/2015

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF ELLIS

WHEREAS WE, Bob Alan Skrivanek and Julie Lyn Skrivanek, are the owners of a tract of land situated in the R. de la Pena Survey, Abstract No. 3 in Ellis County, Texas, and being all of a called 1,000 acre tract of land described in Volume 2271, Page 1622 of the Official Public Records of Ellis County, Texas (OPRECT) and being a portion of a called 45.0846 acre tract of land described in Volume 2493, Page 1056 OPRECT, and being more particularly described as follows:

FIELD NOTES ~ 1.873 Acres

BEING all that certain lot, tract or parcel of land situated in the R. de la Pena Survey, Abstract No. 3 in Ellis County, Texas, and being all of a called 1,000 acre tract of land described in Volume 2271, Page 1622 of the Official Public Records of Ellis County, Texas (OPRECT) and being a portion of a called 45.0846 acre tract of land described in Volume 2493, Page 1056 OPRECT, and being more particularly described as follows:

BEGINNING at the south corner of this tract in the southwest line of said 45.0846 acre tract in SKRIVANEK ROAD, a public road, said south corner bears N 51°57'11" W, 150.37 feet from a 1/2" steel rod found for the south corner of said 45.0846 acre tract; (with the bearing basis for this description from GPS observation, Texas Co-Ordinate System, North Central Zone, and having a beginning co-ordinate of: Northing = 6829252.13, Easting = 2553487.68);

THENCE N 51°57'11" W, 150.37 feet along the southwest line of said 45.0846 acre tract and same for this tract and along said SKRIVANEK ROAD to the southerly west corner of this tract;

THENCE through said 45.0846 acre tract as follows:
N 34°02'23" E, passing at 30.00 feet a 1/2" steel rod set, in all, 180.44 feet to a 1/2" steel rod set for a southerly north corner of this tract;

S 51°57'11" E, 78.99 feet to a 1/2" steel rod set for an inner oil corner of this tract in the northwest line of an existing 20' wide Access Easement recorded in Volume 2271, Page 1622 OPRECT,

N 37°52'45" E, 438.10 feet along the northwest line of said Access Easement to a 1/2" steel rod set for an inner oil corner of this tract in the southwest line of said 1,000 acre tract,

THENCE N 52°03'47" W, 94.41 feet along the southwest line of 1,000 acre tract to a 1/2" steel rod found for the west corner of said 1,000 acre tract and the northerly west corner of this tract,

THENCE N 37°46'41" E, 208.29 feet to the north corner of said 1,000 acre tract and same for this tract;

THENCE S 52°10'01" E, 208.41 feet to a 1/2" steel rod found for the east corner of said 1,000 acre tract and the northerly east corner of this tract;

THENCE S 37°51'10" W, 208.67 feet to a 1/2" steel rod found for the south corner of said 1,000 acre tract and the northerly south corner of this tract;

THENCE N 52°03'47" W, 50.00 feet along the southwest line of said 1,000 acre tract to a 1/2" steel rod set for an inner oil corner of this tract;

THENCE through said 45.0846 acre tract as follows:
S 60°00'00" W, 116.13 feet to a 1/2" steel rod set in the southeast line of said Access Easement;

S 37°52'45" W, 330.51 feet along the southeast line of said Access Easement to a 1/2" steel rod set for an inner oil corner of this tract;

S 51°57'11" E, 51.37 feet to a 1/2" steel rod set for the southerly east corner of this tract;

S 34°02'23" W, passing at 150.44 feet a 1/2" steel rod set, in all, 180.44 feet to the POINT OF BEGINNING and containing approximately 1.873 acres of land, of which 0.1036 acre is within a 30' wide right of way dedication, leaving a net acreage of 1.770 acres of land.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS

THAT WE, Bob Alan Skrivanek and Julie Lyn Skrivanek, do hereby adopt the herein above described property as LOT 1, BLOCK A of LOST ACRES, an addition in Ellis County, Texas, and do hereby dedicate to the public use forever the streets and alleys shown thereon, and do hereby reserve the easement strips for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs and improvements or other growths which may, in any way, interfere with the construction, maintenance or efficiency of its respective system on any of the easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and either adding to or removing all or part of their respective system, without the necessity of, at any time, procuring the permission of anyone.

This plat approved subject to the platting ordinance, rules, regulations and resolutions of the City of Ennis and the County of Ellis, Texas. WITNESS OUR HANDS at Ennis, Texas, this the 11th day of Sept, 2015.

Bob Alan Skrivanek
Bob Alan Skrivanek

Julie Lyn Skrivanek
Julie Lyn Skrivanek

SIMPLE PLAT (City)/SIMPLIFIED PLAT (County)

**LOT 1, BLOCK A
LOST ACRES**

**Being a 1.873 Acre Addition in the R. de la
Pena Survey, Abst. 3 in the Extra Territorial
Jurisdiction (E.T.J.) of the City of Ennis
Ellis County, Texas**

**ENGINEERS
D & M
SURVEYORS**

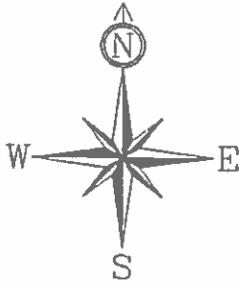
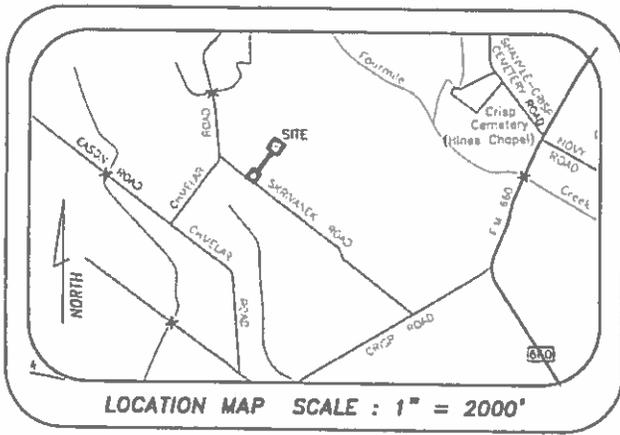
DAVIS & McDILL, Inc.

P.O. BOX 428, Waxahachie, Texas 75168
Phone: Metro 972-938-1185 Fax: 972-937-0307

(A Texas licensed surveying firm # 101504-00, and a Texas licensed engineering firm # F-8439)

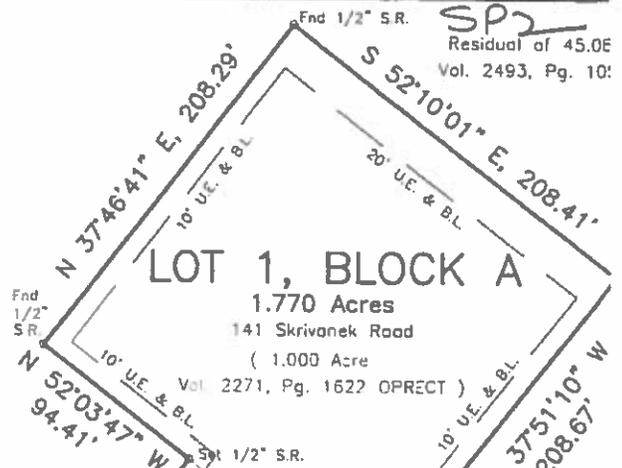
Revised: 09-08-15
Drawn: Kevin Bohanon Date: August 06, 2015 Job: 215-0280-PLAT

Date



1" = 60'

Residual of 45.0846 Acres
Vol. 2493, Pg. 1056 OPRECT



STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, personally of person whose acknowledge and consider stated. GIVE day of 15 Sept 2015

Walter Kaven Davis
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a notary public, known to me to be the person whose name is subscribed me that she executed the same for the purposes and contents therein stated. GIVEN under my hand and seal of office

Jean A C My Commis Septemb
NOTARY PUBLIC STATE OF TEXAS



SURVEYOR'S DECLARATION

THAT I, Walter Kaven Davis, do hereby declare that I pre survey of the land and that the corner monuments show personal supervision in accordance with the Platting Rule with the Platting Rules and Regulations of the Platting

Walter Kaven Davis
Walter Kaven Davis
R.P.L.S. #4465
Davis & McDill, Inc.

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a notary public, known to me to be the person whose name is subscribed me that he executed the same for the purposes and contents therein stated. GIVEN under my hand and seal of office

NOTARY PUBLIC STATE OF TEXAS

CITY OF ENNIS
CERTIFICATE OF APPROVAL

I hereby certify that the above and foregoing plat of L0 City of Ennis, Texas, according to Chapter 212 of the State Code, is correct and approved on this day of September, 2015.

Chub E J
CITY MANAGER

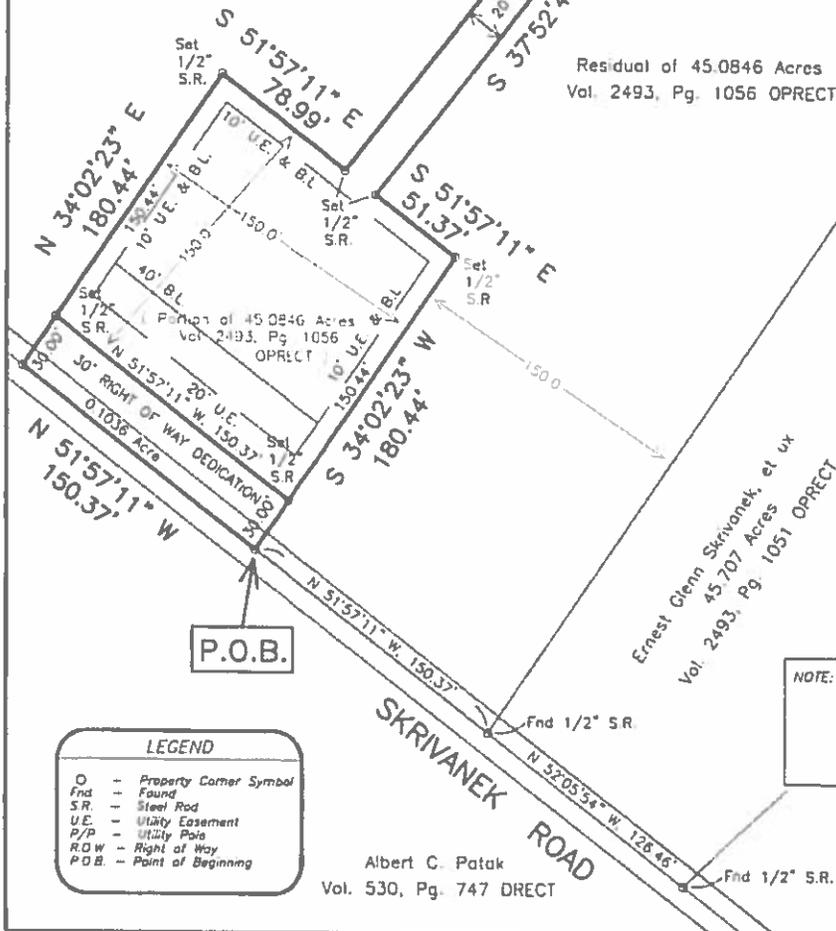
STATE OF TEXAS
COUNTY OF ELLIS.

Certificate of approval by the Commissioners Court of the City of Ennis, Texas, Approved this date, the _____ day of _____, 2015.

NOTE:
ALL LOTS SHALL BE SERVED BY AN ON-SITE SEWAGE FACILITY SYSTEM FOR RESIDENTIAL USE. AN ON-SITE SOIL EVALUATION SHALL BE PERFORMED BY A REGISTERED ENGINEER AND/OR REGISTERED SANITARIAN.

This plat has been Preliminary/Final approved by the Dept. of Public Works pending any and all in by the Ellis County Department of Development.

Public Works Director



LEGEND

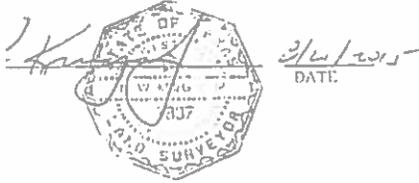
- D - Property Corner Symbol
- Fnd - Found
- S.R. - Steel Rod
- U.E. - Utility Easement
- P/P - Utility Pole
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning

Albert C. Patak
Vol. 530, Pg. 747 DRECT



date

I, do hereby certify that I prepared this plat from an accurate survey, and that the corner monuments shown are correctly placed under my personal supervision in accordance with the platting rules and regulations of Ellis County.



Approved by the Department of Development of Ellis County, Texas, for on-site platting and all information as may be required by the Ellis County Department.

DEPARTMENT DIRECTOR

DATE

OWNER'S CERTIFICATE

1-1

STATE OF TEXAS
COUNTY OF ELLIS

WHEREAS, Stephen Lynn Hamm and Cynthia Ann Hamm are the owners of a tract or parcel of land situated in Ellis County, Texas, and being part of the Santa Guerin Survey Abstract 388 and being Lot 35C of the Resubdivision of Lot 15 of India Acres, a subdivision in Ellis County as recorded in Cabinet B Slide 474 of the Plat Records of Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner at a 1/4" iron rod set at the southeasterly corner of said Lot 35C and point also being the intersection of the center of Ten Mile Road and the center of Ridgewood Drive;

THENCE South 59° 50' 27" West (plat bearing) along the center of Ten Mile Road a distance of 324.36 feet to a point for corner at a 1/4" iron rod set;

THENCE North 30° 12' West (deed bearing) along the westerly line of said Lot 35C and the easterly line of Lot 35D in said subdivision a distance of 194.0 feet to a point for corner at a 1/4" iron rod found;

THENCE North 59° 35' East (deed bearing) along the northerly line of said Lot 35C and the southerly line of Lot 35B in said subdivision a distance of 109.07 feet to a point for corner at a 1/4" iron rod set;

THENCE North 2° 24' 25" West (plat bearing) along the westerly line of said Lot 35C and the easterly line of Lot 35B a distance of 242.2 feet to a point for corner at a 1/4" iron rod set in the center of Ridgewood Drive;

THENCE South 83° 09' East along the center of Ridgewood Drive and the northerly line of said Lot 35C a distance of 136.26 feet to a point for corner at a 1/4" iron rod set;

THENCE South 29° 10' 22" East along the center of Ridgewood Drive and the easterly line of said Lot 35C a distance of 356.86 feet to the PLACE OF BEGINNING and containing 2.388 acres.

NOW THEREFORE KNOW MEN BY THESE PRESENTS

THAT Stephen Lynn Hamm and Cynthia Ann Hamm do hereby adopt the herein described property as the REPLAT OF LOT 35C OF INDIA ACRES, a subdivision in Ellis County, Texas and do hereby dedicate to the public use forever the streets and alleys shown thereon, and do hereby reserve the easement strips for the mutual use and accommodation of garbage collection agencies and all public Utilities desiring to use or using same. Any public utility shall have the right to remove all or part of any buildings, fences, trees, shrubs and improvements or other growths which may, in any way, interfere with the construction, maintenance or efficiency of its respective system in any of the easements strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and either adding to or removing all or part of their respective system, without the necessity of, at any time, procuring the permission of anyone.

This plat approved subject to the platting ordinances, rules, regulations and resolutions of the Ellis County, Texas.

WITNESS OUR HANDS at Waxahatchie, Texas, this the 21st day of August, 2015.

Stephen Lynn Hamm
STEPHEN LYNN HAMM

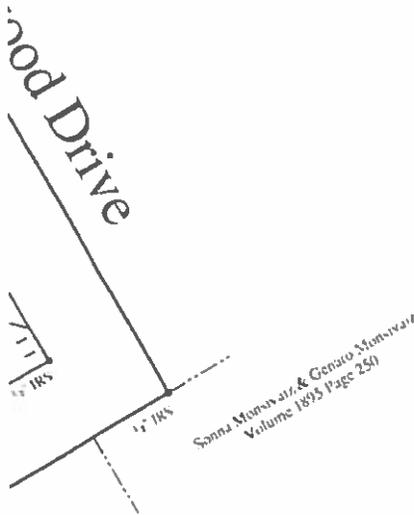
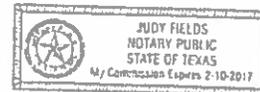
Cynthia Ann Hamm
CYNTHIA ANN HAMM

STATE OF TEXAS:
COUNTY OF ELLIS:

BEFORE ME, the undersigned authority, a notary public, on this day personally appeared Stephen Lynn Hamm and Cynthia Ann Hamm known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 21st day of August, 2015.

Judy Fields



APPROVED by the Commissioners Court of Ellis County, Texas on this _____ day of _____, 2015.

COUNTY JUDGE

- NOTES:
1. Each lot has a 20' utility easement along the front (road side) a 20' Building line and utility easement along the rear line and a 10' utility along the side lines.
 2. Culverts will be installed in accordance with the standards and specifications of Ellis County.
 3. Lot use is residential.
 4. Each lot has a 40' building line.
 5. Total land area is 2.388 acres.
 6. This property is not located within the Special Flood Hazard Area as shown on FLMA Community Panel No. 48139C0125F dated June 3, 2013.
 7. This property is not within the ETJ of any incorporated City.

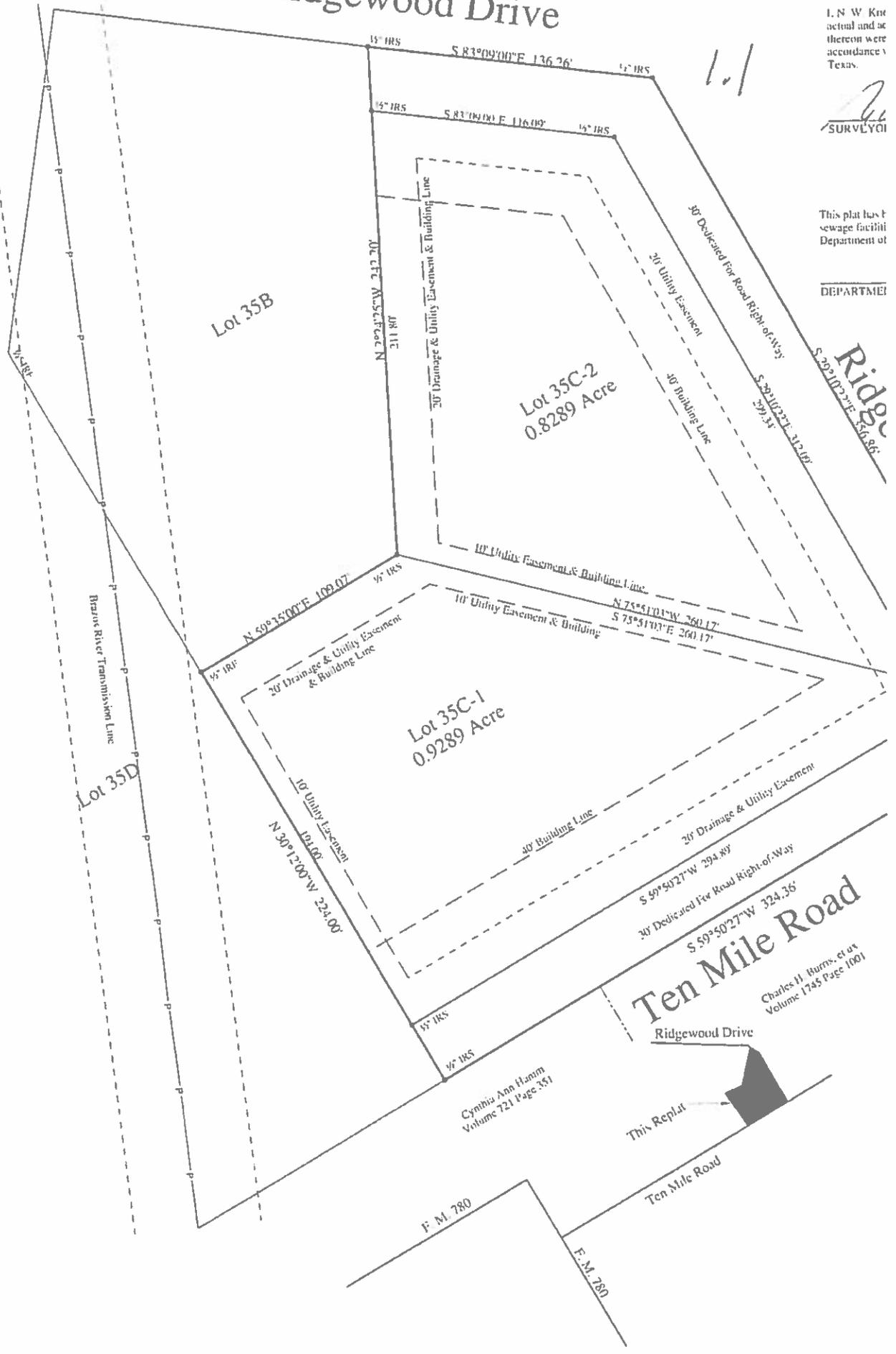
REPLAT OF LOT 35C INDIA ACRES
A Subdivision of Part of
the Santa Guerin Survey Abstract 388
Ellis County, Texas
For
Stephen Lynn Hamm & Cynthia Ann Hamm
500 Ten Mile Road Ferris, Texas 75125
By
N. W. Krieger, Jr.
2409 Park Street
P. O. Box 1294 Ennis, Texas 75120-1294
Phone: 972878-7013

Ridgewood Drive

Surveyor's G
 I. N. W. Kne
 actual and ac
 thereon were
 accordance v
 Texas.

 SURVEYOR

This plat has b
 sewage facilit
 Department of
 DEPARTMENT



Ridge
 S 20° 10' 22" E 556.86'

Ten Mile Road
 S 59° 50' 27" W 324.36'
 Charles H. Burns, et al
 Volume 1745 Page 1601

This Replat

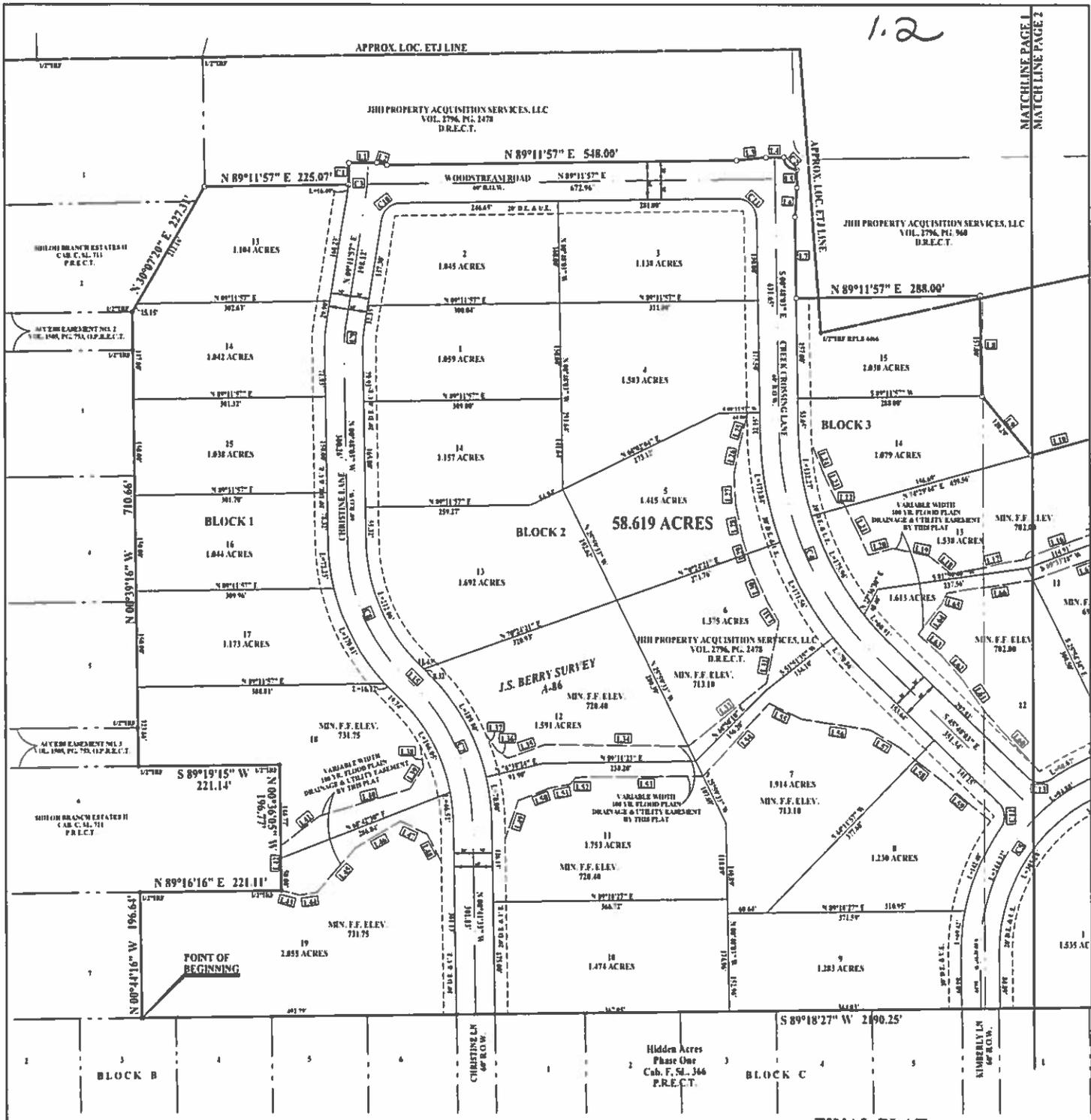
F.M. 780

F.M. 780

Cynthia Ann Hamon
 Volume 721 Page 351

1.2

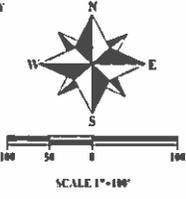
MATCHLINE PAGE 1
MATCHLINE PAGE 2



SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT L. JOHNNY D.L. WILLIAMS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVE HAVE BEEN PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

PRELIMINARY - FOR REVIEW ONLY
NOT TO BE FILED FOR ANY REASON
JOHNNY D.L. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4818
DATE: JUNE 22, 2015
TBPLS FIRM REG. NO. 10338500



LEGEND

- ⊕ IRON ROD (P)
- ⊗ IRON ROD (C)
- ⊕ SPLIT IR. SET
- ⊗ IRON PIPE
- ⊕ IRON PIPE
- ⊗ WATER METER
- ⊕ WATER METER
- ⊗ FLY MANHOLE
- ⊕ GAS IRON SET
- ⊗ IRON PIER
- ⊕ IRON PIPE
- ⊗ FENCE CORNER
- ⊕ WIRELESS CABLE
- ⊗ FIRE HYDRANT

ALL SET IRON RODS HAVE A PLASTIC CAP STAMPED "RPLS 4818" UNLESS OTHERWISE NOTED

FINAL PLAT

OF
LOTS 13-19, BLOCK 1; LOTS 1-14, BLOCK 2;
LOTS 1-15, BLOCK 3

BRYSON SPRINGS

AN ADDITION TO ELLIS COUNTY, TEXAS, AND BEING
SITUATED IN THE J.S. BERRY SURVEY, ABSTRACT NO. 86,
ELLIS COUNTY, TEXAS.

DATE: JULY 13, 2015

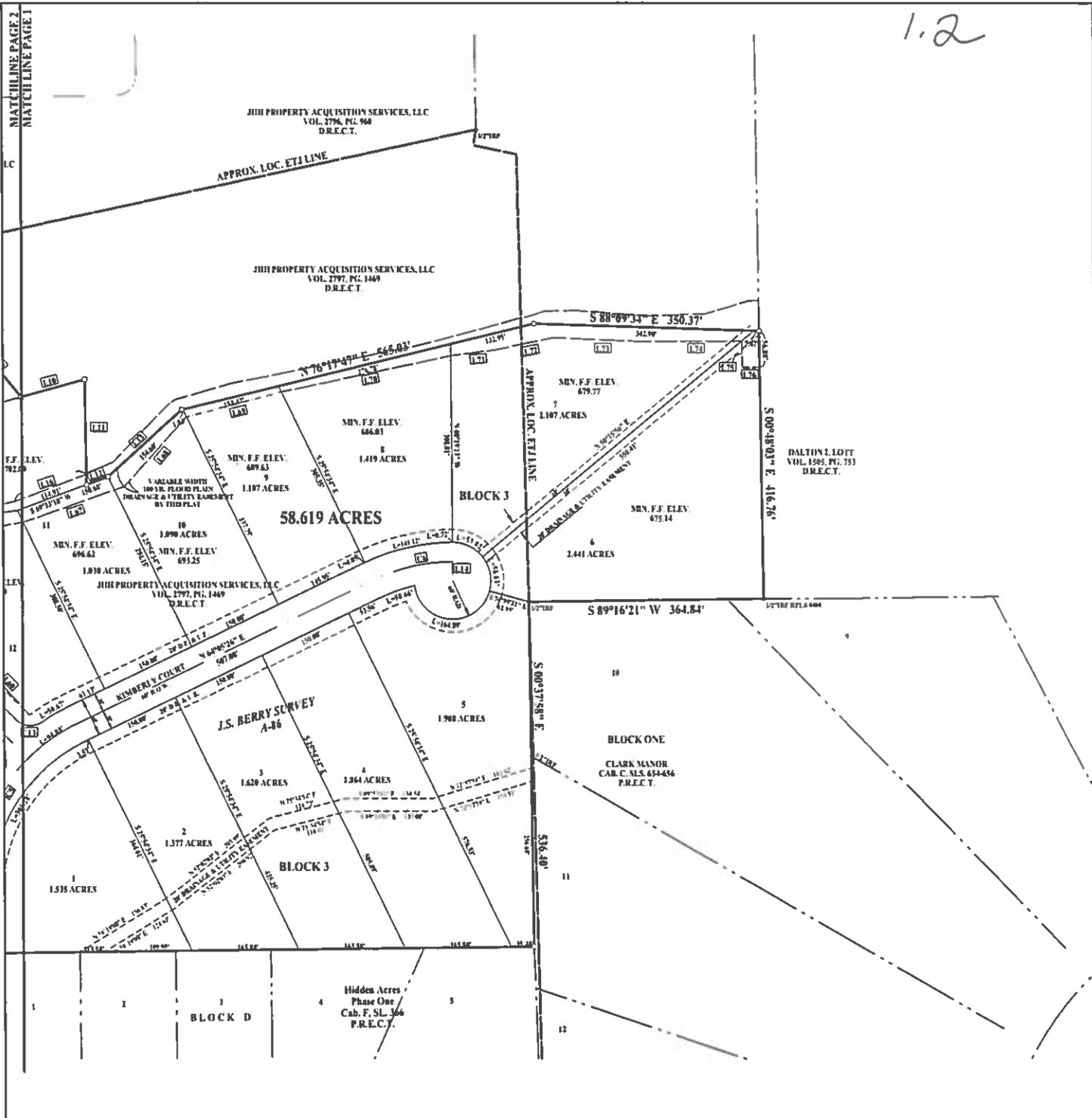
OWNER
JHH PROPERTY ACQUISITION SERVICES, L.L.C.
7700 W. PLANO PKWY., STE 2500
PLANO, TX 75093
(972) 424-2414
CONTACT: JARED THOMPSON;
BRYSON

ENGINEER
PAPE-DAWSON ENGINEERS
3700 W. PLANO PKWY., STE 2500
PLANO, TX 75093
(972) 424-2414
CONTACT: CHRISTOPHER
BRYSON
TBPE FIRM REG. NO. 478

SURVEYOR
WHITFIELD - HALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
3559 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 568-2916
CONTACT: JOHNNY WILLIAMS

- NOTES:
1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE BEARINGS AS THEY APPEAR IN VOLUME 1796, PAGE 2478, DEED RECORDS, ELLIS COUNTY, TEXAS.
 2. THE PROPERTY DEPICTED IN THIS SURVEY DOES LIE WITHIN A 100 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR ELLIS COUNTY, TEXAS, COMMUNITY-PANEL NO. 4819C0050 F, EFFECTIVE DATE JUNE 3, 2013.

1.2



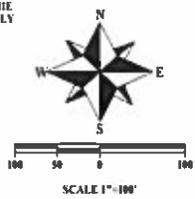
SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT I, JOHNNY D.L. WILLIAMS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVE HAVE BEEN PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

PRELIMINARY - FOR REVIEW ONLY
NOT TO BE FILED FOR ANY REASON

JOHNNY D.L. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4818

DATE: JUNE 22, 2015
TGPLS FIRM REG. NO. 10138500



LEGEND

- PROPOSED
- ✕ EXISTING
- SURVEY POINT
- BENCH MARK
- IRON PIPE
- IRON ROD
- IRON NAIL
- IRON WIRE
- IRON CABLE
- IRON BAND

ALL SET IRON RODS HAVE A PLASTIC CAP STAMPED "RPLS 4818" UNLESS OTHERWISE NOTED

FINAL PLAT

OF
LOTS 13-19, BLOCK 1; LOTS 1-14, BLOCK 2;
LOTS 1-15, BLOCK 3

BRYSON SPRINGS
AN ADDITION TO ELLIS COUNTY, TEXAS, AND BEING
SITUATED IN THE J.S. BERRY SURVEY, ABSTRACT NO. 86,
ELLIS COUNTY, TEXAS.

DATE: JULY 13, 2015

NOTES:

1. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE BEARINGS AS THEY APPEAR IN VOLUME 2796, PAGE 2478, DEED RECORDS, ELLIS COUNTY, TEXAS.
2. THE PROPERTY EXPECTED IN THIS SURVEY DOES LIE WITHIN A 100 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR ELLIS COUNTY, TEXAS, COMMUNITY-PANEL NO. 4819C 0050 F, EFFECTIVE DATE JUNE 3, 2012.

OWNER
JHH PROPERTY ACQUISITION SERVICES, LLC.
P.O. BOX 884
MIDDLETOWN, TX, 78045
CONTACT: JARED TIDENBERG

ENGINEER
PAPE-DAWSON ENGINEERS
5700 W. PLANO PKWY., STE 2500
PLANO, TX 75093
(940) 428-8894
CONTACT: CHRISTOPHER BLEVINS
TYPE FIRM REG. NO. 478

SURVEYOR
WHITFIELD - HALL SURVEYORS
REGISTERED PROFESSIONAL LAND SURVEYORS
3519 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116
(817) 566-1916
CONTACT: JOHNNY WILLIAMS

PLAT FILED IN BRYSON SPRINGS ELLIS COUNTY TEXAS

WHEREAS, JHH Property Acquisition Services, L.L.C. being the sole owner of all the following described tract of land herein proposed to BRYSON ESTATES being described as follows:

BEING a 58.619 acre tract of land in the J. Berry Survey, Abstract Number 86, situated in the City of Midlothian, Ellis County, Texas, and being a portion of that certain lot as described in deed to JHH Property Acquisition Services, L.L.C. recorded in Volume 2796, Page 2478, Deed Records, Ellis County, Texas, and being a portion of that certain tract of land described in deed to JHH Property Acquisition Services, L.L.C. recorded in Volume 2796, Page 964, Deed Records, Ellis County, Texas. The bearings for this survey are based on the bearings as they appear in Cabinet C, Slide 448, Plat Records, Ellis County, Texas.

BEGINNING at a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the most southerly southwest corner of said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2796, Page 2478, being in the north line of Hidden Acres, Phase One, an addition recorded in Cabinet F, Slide 366, Plat Records, Ellis County, Texas, and being at the southeast corner of Lot 7, 58.619 Branch Estate II, an addition recorded in Cabinet C, Slide 711, Plat Records, Ellis County, Texas;

THENCE with the common lines of said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2796, Page 2478, and said 58.619 Branch Estate II, the following courses and distances:

- North 00°44'14" West, a distance of 194.64 Feet to a 1/2" iron rod found;
North 89°16'16" East, a distance of 221.11 Feet to a 1/2" iron rod found;
North 00°36'03" West, a distance of 194.77 Feet to a 1/2" iron rod found;
South 89°19'15" West, a distance of 221.14 Feet to a 1/2" iron rod found;
North 00°39'16" West, a distance of 218.66 Feet to a 1/2" iron rod found;
North 30°07'20" East, a distance of 227.31 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;

THENCE departing the said common lines, and continuing west and across said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2796, Page 2478, and across said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2797, Page 1469, and across JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2796, Page 964, the following courses and distances:

- South 89°11'57" East, a distance of 228.07 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the point of curvature of a non-tangent curve, concave to the west, having a radius of 294.92 Feet, a central angle of 04°36'43" and a chord of 34.02 Feet bearing North 01°02'07" East;
North 00°11'57" East, a distance of 34.84 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 09°11'57" East, a distance of 44.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 76°45'53" East, a distance of 18.49 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 09°11'57" East, a distance of 548.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 84°13'45" East, a distance of 46.17 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 89°11'57" East, a distance of 28.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the point of curvature of a non-tangent curve, concave to the northeast, having a radius of 28.00 Feet, a central angle of 90°00'00" and a chord of 28.28 Feet bearing South 45°00'00" East;
Southerly along said curve, a distance of 31.42 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 00°48'03" East, a distance of 28.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 04°18'48" West, a distance of 46.17 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 00°48'03" East, a distance of 127.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 09°11'57" East, a distance of 288.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 00°48'03" East, a distance of 157.00 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 39°40'35" East, a distance of 120.29 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 74°29'44" East, a distance of 102.87 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 00°48'03" East, a distance of 163.95 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 69°33'10" East, a distance of 35.77 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 47°33'44" East, a distance of 154.60 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
North 70°17'47" East, a distance of 565.03 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set;
South 88°09'34" East, a distance of 358.17 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set in the east line of said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2797, Page 1469;

THENCE South 00°48'03" East, with the east line of said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2797, Page 1469, a distance of 416.76 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4446" found at the most easterly southeast corner of said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2797, Page 1469, and being in the north line of Block 1, Clark Manor, an addition recorded in Cabinet C, Slide 454-456, Plat Records, Ellis County, Texas;

THENCE with the common lines of said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2797, Page 1469, and said Block One, Clark Manor, the following courses and distances:

- South 89°16'21" West, a distance of 36.484 Feet to a 1/2" iron rod found;
South 00°37'38" East, a distance of 536.40 Feet to a 1/2" iron rod with plastic cap stamped "RPLS 4818" set at the most southerly southwest corner of said JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2797, Page 1469, and being at the northeast corner of said Hidden Acres, Phase One;

THENCE South 89°18'27" West, departing the said common line of JHH Property Acquisition Services, L.L.C. tract, recorded in Volume 2797, Page 1469, and Block One, Clark Manor, and continuing along the north line of said Hidden Acres, Phase One, a distance of 2104.25 Feet to the POINT OF BEGINNING, and containing a computed area of 58.619 acres, more or less.

- GENERAL NOTES:
1. ALL OPEN SPACES AND DETENTION FEATURES ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
2. WOOD FENCES WITH STEEL POSTS ARE TO BE CONSTRUCTED ON ALL LOTS ADJACENT TO EXISTING RESIDENTIAL USES. FENCES TO BE CONSTRUCTED BY HOME BUILDERS AT THE TIME OF INDIVIDUAL LOT CONSTRUCTION.
3. ALL LOT CORNERS, ANGLE POINTS, POINTS OF TANGENCY AND POINTS OF CURVATURE WERE PHYSICALLY SET, SAID POINTS WERE MARKED WITH 1/2" IRON RODS WITH A CAP STAMPED "RPLS 4818". DRIVEN INTO THE GROUND, UNLESS OTHERWISE NOTED.
4. MIN F.F. = DENOTES A MINIMUM FINISHED FLOOR ELEVATION SPECIFIED FOR THE DESIGNATED LOT.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT J. JOHNNY D.L. WILLIAMS, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAS PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND; AND THAT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVE HAVE BEEN PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

PRELIMINARY - FOR REVIEW ONLY
NOT TO BE FILED WITH ANY RESUB
JOHNNY D.L. WILLIAMS
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4818
DATE: JUNE 22, 2019
TRPLS FIRM REG. NO. 10110500



APPROVED BY DIRECTOR OF DEVELOPMENT, ELLIS COUNTY, TEXAS
Judy Armstrong, D.R.
Director

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That JHH PROPERTY ACQUISITION SERVICES, L.L.C., acting by and through their authorized representative, Jared Tidensberg, does hereby adopt this plat designating the herein above described property as LOTS 13-19, BLOCK 1, LOTS 1-4, BLOCK 2, & LOTS 1-15, BLOCK 3, BRYSON ESTATES, an addition to the City of Midlothian, Ellis County, Texas, and does hereby dedicate to the public use forever the shown and easement shown hereon. The easements are hereby reserved for the purposes as indicated. No permanent structures (buildings, fences, trees, shrubs, or paving) shall be constructed or placed upon, over, or across said easements as shown, except with the written permission of the City of Midlothian, Texas. Said easements being hereby reserved for the mutual use and accommodation of all public utilities. All and any public utility shall have the full right and privilege to remove and keep removed all or any parts of buildings, fences, trees, shrubs, paving or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system located within the easements, and all public utilities shall at all times have the full right of ingress and egress to and from and upon said easements for the purposes of constructing, reconstructing, inspecting, repairing, maintaining, and adding to or removing all or part of its respective systems without the necessity of any state of proceeding of any nature. The reconstruction, relocation, or other replacement of any building, fence, trees, shrubs, paving or other improvements or growths within such easements shall incur no responsibility or liability to the City of Midlothian, Texas. (Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or authorized performed by that utility.) There will be no permanent structures (buildings, fences, trees, shrubs, paving or other improvements or growths) or obstructions built, placed, or planted within the 100 year flood plain, designated as Floodway Easement. The maintenance of all easements shown hereon shall be the responsibility of the property owners.

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, AND REGULATIONS OF THE CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS.

WITNESS MY HAND AT _____ TEXAS, THIS THE _____ DAY OF _____ 2015.

JHH PROPERTY ACQUISITION SERVICES, L.L.C.

By: JARED TIDENBERG

STATE OF TEXAS
COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jared Tidensberg, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ 2015.

Notary Public State of Texas

My Commission expires _____

Table with 5 columns: Id, Date, Balance, Amt. Deposited, Chord, 1/2" Iron Rod. Contains survey data points.

Table with 3 columns: Id, Distance, Distance. Contains survey data points.

Table with 3 columns: Id, Distance, Distance. Contains survey data points.

PLANNING DEPARTMENT
Approved: _____ 2015
City of Midlothian
Ellis County, Texas
By: _____
Planning Director
Attest: _____
Planning Representative
Approved: _____ 2015

APPROVED BY ELLIS COUNTY COMMISSIONERS COURT
DATE: _____
COUNTY CLERK: Judge Carol Bush
Commissioner Precinct 1: Debra Robinson
Commissioner Precinct 2: Bill Dodson
Commissioner Precinct 3: Paul Perry
Commissioner Precinct 4: Ron Brown

FINAL PLAT
OF
LOTS 13-19, BLOCK 1; LOTS 1-4, BLOCK 2;
LOTS 1-15, BLOCK 3
BRYSON SPRINGS
AN ADDITION TO ELLIS COUNTY, TEXAS, AND BEING
SITUATED IN THE J.S. BERRY SURVEY, ABSTRACT NO. 86,
ELLIS COUNTY, TEXAS.
DATE: JULY 13, 2015

OWNER: JHH PROPERTY ACQUISITION SERVICES, L.L.C.
ENGINEER: PAPE-DAWSON ENGINEERS
SURVEYOR: WHITFIELD - HALL SURVEYORS
REGISTRATION NO. 479
REGISTRATION NO. 479
REGISTRATION NO. 479

CONTRACT FOR ANIMAL CONTROL AND SHELTERING SERVICES

This non-exclusive contract is entered into this ____ day of _____, _____, by and between Ellis County, Texas (herein referred to as "County"), and

**Ellis County Society for the Prevention of Cruelty to Animals
(herein referred to as "SPCA")
2570 FM 878
Waxahachie, Texas 75165**

NOW THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the parties agree as follows:

**SECTION I
ANIMAL CONTROL ENFORCEMENT**

1. The SPCA Shall:

- Impound for rabies observation on a twenty-four (24) hour basis and in accordance with and provide quarantine for such domestic animals under the guidelines of the Texas Department of Health.
- Provide monthly reports to the County pertaining to sheltering activities.
- Provide shelter services for the handling of domestic animals from the County, whether they are impounded or otherwise turned over to the SPCA by the County officers or officials.
- Arrange for the humane destruction and disposal of dogs and cats as required. Such disposal and destruction shall be accomplished in a manner approved by the American Veterinary Medical Association, which shall not subject such animals to unnecessary pain.
- Provide for the disposition of animals (excluding livestock) delivered by the County. If the owner is known, the SPCA shall advise the owner of disposal options. In the event the owner instructs the SPCA to dispose of the animal, a reasonable cost will be charged to the owner.
- The SPCA shall maintain for a period of three (3) years, from the date that the animal was impounded, records of all animals returned to owner by classification of animal and name, which reasonably verify the first, second and third, subsequent reoccurring offense status of animals.
- The SPCA shall be entitled to charge and collect fees, herein designated as "user fees" from animal owners from the schedule of fee published. Any and all amounts paid to the SPCA by owners of impounded animals under the terms of this agreement shall be retained by the SPCA.

- Any impounded animal at the SPCA that is not claimed as provided by the County's animal ordinance under the terms of such ordinance shall become the property of the SPCA.
- Maintain care, custody, and control of any animal brought into the SPCA by the County and will be responsible for the care, maintenance, and safe keeping of that animal.

2. Animal Redemption

- Impounded animals shall be released to owner or custodians, or authorized agent only upon satisfactory proof of ownership and payment of all applicable fees. All impounded animals must have proof of current rabies vaccination, as required by law, before being released from impound.

3. Injured and/or Diseased Animals

- The SPCA shall consider the following factors in determining whether to dispose on an injured and/or diseased animal: whether a condition exists which seriously endangers the life of the animal, whether the animal appears to be in extreme pain, and whether the condition of the animal is going to require extensive or long-term veterinary and related care.

4. Impounded Dogs or Cats

- The SPCA shall attempt to give notice to the owner, by telephone or regular mail, that the animal is being held at the shelter. The animal shall be held a minimum of seventy-two (72) hours following notice of impoundment. Under the terms of the County's animal ordinance after the expiration of this period, the disposition of these animals is at the discretion of the SPCA. Notice to the owner shall be based on the best evidence available to the SPCA, including any information on the animal's license or rabies tag or other identification found on the animal.

5. Research

- The SPCA shall not sell, give, release, or otherwise transfer any animal for any type of research and/or experimentation purposes. All recipients of adopted animals shall agree in writing that said animals will not be used for any type of research and/or experimentation purposes.

6. Sterilization

- The SPCA shall require all dogs and cats adopted pursuant to this agreement to be sterilized according to Texas state law. Surgeries will be performed in conjunction with any local veterinarian(s) who will agree to do such surgeries at a negotiated fee.

7. Shelter Hours of Operation

- The County Animal Control Officers will have access to the building and facilities twenty-four (24) hours each seven (7) days per week for animal delivery.

8. Animal Disposal

- The SPCA will offer disposal of deceased domestic animals for local residents and veterinarians for a fee to be determined by the SPCA.

SECTION II INSURANCE

The SPCA shall obtain and maintain insurance and shall provide copies of certificates of such insurance to the County showing the following insurance coverage to be in force throughout the term of the Contract.

1. Worker's Compensation in accordance with the Worker's Compensation Laws, Property Damage Insurance, Employer's Liability Insurance, and General Liability.
2. While the SPCA may maintain reasonable and customary deductibles, subject to approval by the County, the minimum limits for each of these coverages (except Worker's Compensation) shall be 1,000,000 per occurrence, per person for bodily injury and \$1,000,000 for property damage. Coverage must be written on an occurrence form. The General Liability should extend to include personal injury liability coverage as well as the indemnification provision of this agreement and should provide coverage for injury or death to third parties including but not limited to volunteers, invitees, guests or agents. The Property Damage Insurance in the amount of \$1,000,000 should cover at least any accidental damage or loss of property due to fire, accident, or other act occurring during performance of this Contract. In any event of a claim for damages presented by the County, no deductible shall be applicable to the County.

SECTION III COMMENCEMENT AND DURATION OF AGREEMENT

The term of this contract is _____ through _____, _____, to be reviewed for renewal annually 60-90 days prior to the contract end date.

SECTION IV TERMINATION OF CONTRACT

Either party may terminate this contract for cause with a ninety (90) day written notice stating therein the reasons for such cancellation. If termination shall be for cause, the party receiving such notice shall have a sixty (60) day period, after notice, to remedy the cause alleged for cancellation.

SECTION V MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All modifications to the contract will be made in writing and agreed upon by both the County and the SPCA.

SECTION VI CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

**SECTION VII
SEVERABILITY**

Should any section, sentence, clause or phrase of this contract be held or determined to be invalid or unconstitutional for any reason, such holding shall not affect the validity of the remaining portions of this contract, which are declared to be severable.

**SECTION VIII
ADDITIONAL OBLIGATIONS**

1. **Liaison Officer.** The Executive Director for the Ellis County Society for the Prevention of Cruelty to Animals or his/her designee shall act as the SPCA's liaison officer with the County. The Ellis County Sheriff, or his designee, shall act as liaison officer of the County with the SPCA to receive and approve payments to the SPCA. All reports, recommendations, and any and all other correspondence shall be directed to the Ellis County Judge, or her designee, whose duty it shall be to see that the terms of this Agreement are complied with and to keep the County Commissioners informed as to the status of the Agreement with the SPCA.
2. **SPCA Board.** A designated member of the Commissioners' Court will be entitled to appear at the SPCA Board meeting as the liaison for the County. However, that person will not be a voting member of the Board.

**SECTION IX
ASSIGNMENT**

The SPCA shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior consent of the County.

**SECTION X
VENUE**

This contract will be governed and construed according to the law of the State of Texas and is performable in the County of Ellis, Texas.

**SECTION XI
COMPENSATION AND PAYMENT**

1. Litter is defined as puppies less than 8 weeks old that are five or less in number. Therefore, 5 or less is 1 animal, over 5 but under 11 is 2 animals, 11 and over but less than 16 is 3 animals.
2. Compensation for the SPCA shall be determined as follows: \$50.00 per animal up to 924 animals.
3. The total contract price from _____, _____ through _____, _____, is \$46,200.00.
4. Beginning in _____, _____, the SPCA will bill the County monthly for the prior month's charges. Payment to the SPCA will be made monthly for payment approval at the next available commissioner's court after receiving the invoice. The first bill will be due in _____.

_____ for the _____ charges. The monthly payments will be \$3,850.00.

5. In addition, all revenue collected for impounding, boarding, disposing, and adoption of animals shall accrue to and become the property of the SPCA.
6. **Animal Boarding Surcharge.** This paragraph shall apply to uncollected or the amount of incurred but reimbursed special and/or unforeseen expenses incurred by the SPCA in the performance of long-term boarding services for animals impounded for the County pursuant to this agreement which are in the process of litigation or are in other unusual circumstances outside the scope of what the SPCA and County shall deem to be obligations outlined in Section I. These expenses include, but are not limited to, charges for long-term and specific quarantine and bite cases and/or animals involved in an investigation of charges of cruelty to animals. The SPCA shall provide such animal boarding services to the County, based on the following conditions:
 - A. Ten Dollars (\$10.00) per day or any part thereof, which after reasonable collection efforts have been made, is not paid by the person responsible for the animal.
 - B. No charge shall be made to the County for the first three (3) days of impoundment, but the SPCA is not precluded from recovering said charges from otherwise responsible persons.
 - C. Where the SPCA has accepted animals for boarding for which it feels it is entitled to fees allowed hereunder and has not obtained County authorization for whatever reason, it shall give two (2) days written notice to the County that it intends to terminate the boarding of these animals. Absent notification within two (2) days from the receipt of the notice by the County, the SPCA may proceed to dispose of the animals without any further responsibility and/or obligation to the County.

SECTION XII INDEMNIFICATION

The SPCA shall defend, indemnify and hold harmless the County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent or willful act or fault of the SPCA, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this contract.

Executed in duplicate per minute Order No. _____ on this _____ day of _____, 2015

Carol Bush
Ellis County Judge



Jennifer Johnson
Shelter Manager
Ellis County Society for the Prevention
of Cruelty to Animals

Date

9/18/2015
Date

2.3

SK Septic Services

P.O. BOX 217
MIDLOTHIAN, TEXAS 76065

September 16, 2015

Ellis County Juvenile Probation
2272 FM 878
Waxahachie, TX

Dear Customer,

The service policy on your aerobic septic system will expire on 10/4/15. As you are aware, It is required by Ellis County Department of Development to have a continuing service policy with a licensed servicing company and it should be renewed 30 days prior to expiration.

S K Septic Service would like to be your service company. Our service policy is \$600.00 per year which includes 12 services on your system. (One every month) If we add chlorine tablets to your septic system, there is a charge of \$2.00 per tablet. We have 10# and 25# buckets of TCEQ approved chlorine tablets for sale in our office. For your convenience, we now accept VISA, Master Card and Discover. Credit card information is located at the bottom of this letter if you wish to pay by credit card.

If you would like for us to service your system, please sign the enclosed policy and return it with payment of \$600.00 to P.O.Box 217, Midlothian, Tx. 76065. If you prefer email to regular mail, please send us an email to ~~SKS@skseptic.com~~ Please put "septic customer" in the subject line and include your name, address and phone number in the email. We will send all invoices and future service policies to your email address.

Thank You,


Sid Kuykendall

SEK/cgh
Encl.

Master Card

VISA

Discover

Credit Card Number

Expiration Date

CVC number on back of
card

Signature

OFFICE: (972) 723-0225 FAX: (972) 723-5636

S K Septic Service

2687 E. Hwy 287
P.O. Box 217
Midlothian, Texas 78065
Office 972/723-0225
Fax 972/723-5636



ONE YEAR CONTINUING SERVICE POLICY

Permit # _____ Cost For Policy \$600.00
Date _____

Our firm, SK Septic Service, will inspect your Aerobic Septic System for ONE YEAR from the date of this contract. There will be 12 inspections made throughout the year, one every month. Emergency response time will be 3 days maximum.

Effluent quality inspection will include a visual inspection for color, turbidity, sludge build-up, scum overflow and odor. Mechanical and electrical inspections and services include inspecting aerator, air filter, and alarm panel. Replacing or repairing any component not found to be functioning correctly will be an additional charge.

Upon expiration of this policy, our firm will offer a continuing service policy on a yearly basis to cover labor for normal maintenance and service on a year by year basis.

Violations include shutting off the electric current to the system, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse.

Property owner is responsible for keeping chlorine in chlorinator. Grab test and chlorine will be added as needed for an additional cost.

THIS POLICY DOES NOT INCLUDE PUMPING SLUDGE FROM UNIT IF NECESSARY

Service Dealer License # 6202

Std Kuykendall

P.O. Box 217

Midlothian, Texas 78065

Policy Beginning Date 10/4/15

Policy Expiration Date 10/4/16

7

Ellis County Juvenile Prob#2
2272 FM 878
Waxahatchie, Tx

Phone # _____

By signatures of the parties hereon, this policy is agreed to and accepted.

SK Septic Service

Property Owners

Std Kuykendall

2.4



Monday, August 17, 2015

Sheriff Johnny Brown
Ellis County Sheriff's Office
300 S. Jackson Street
Waxahachie, Texas 75165

**Re: Option to renew; Contract #2013-011
Food Service for Ellis County Detention Center**

Dear Sheriff Brown,

On October 1, 2015 Correctional Food Services will complete the second year of its initial three year contract period with options, and as outlined in the Request for Proposal for the above contract, C.F.S. is requesting the following Price Redetermination be implemented and accepted.

June CPI-U 2015 = 255.846
June CPI-U 2014 = 248.445 which equals 1.029
(see attachment- U. S. Department of Labor)

This means that the meal price should be increased by 2.9% (two point nine percent) according to the Bureau of Labor Statistics.

However, on April 4th, 2015, Chief Brearley requested that I forecast what the price redetermination would be this year for the Ellis County's Inmate Food Service Contract.

I concluded that there would be an approximate 2.0% (two percent). This email to Chief Brearley is enclosed.

Therefore, CFS is requesting 2.0% (two percent) increase this year. The new meal price will be as follows:

(1-325)	Current meal price = \$1.095 x 1.02 = New Meal Price \$1.117
(326-450)	Current meal price = \$1.071 x 1.02 = New Meal Price \$1.092
(451-600)	Current meal price = \$1.049 x 1.02 = New Meal Price \$1.070
(601-700)	Current meal price = \$1.025 x 1.02 = New Meal Price \$1.045
(701+)	Current meal price = \$1.003 x 1.02 = New Meal Price \$1.023



The New Meal Price will become effective with the breakfast meal October 2, 2015.

Sincerely;

Larry Hanson
President /CEO

Agreed and Accepted by Ellis County Commissioner's Court

Date: _____

Signed: _____ Date: _____
Ellis County Judge

Databases, Tables & Calculators by Subject

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Data extracted on: August 14, 2015 (2:32:54 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SEFV
Not Seasonally Adjusted
Area: U.S. city average
Item: Food away from home
Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005	190.8	191.4	191.7	192.1	192.6	193.2	193.6	194.2	194.6	195.2	195.6	196.0	192.0	194.9
2006	196.6	197.2	197.6	198.0	198.7	199.2	199.7	200.2	200.5	201.1	201.6	202.2	197.9	200.9
2007	203.171	203.909	204.082	204.725	205.233	205.934	206.931	207.756	208.805	209.275	209.854	210.233	204.509	208.809
2008	211.070	211.878	212.537	213.083	213.967	215.015	216.376	217.063	218.225	219.290	220.043	220.684	212.925	218.613
2009	221.319	221.968	222.216	222.905	223.023	223.163	223.345	223.675	224.003	224.224	224.633	224.789	222.432	224.111
2010	224.916	225.081	224.991	225.276	225.573	225.797	225.710	226.422	227.075	227.287	227.512	227.722	225.272	226.955
2011	228.181	228.606	229.282	230.082	230.501	231.097	231.580	232.513	233.032	233.459	234.046	234.435	229.625	233.178
2012	235.268	235.603	236.073	236.695	237.262	237.839	238.337	239.057	239.565	239.742	240.038	240.359	236.457	239.516
2013	240.713	240.930	241.409	242.236	242.642	243.016	243.409	243.811	244.036	244.350	244.970	245.300	241.824	244.313
2014	245.481	246.187	246.878	247.534	247.952	248.445	249.210	249.801	250.570	251.100	251.987	252.628	247.080	250.883
2015	253.037	253.719	254.108	254.727	255.322	255.846							254.460	

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Subj: **Price Redermination for Inmate Food Cost at the Ellis County Jail**
Date: 4/30/2015 12:36:58 A.M. Central Daylight Time
From: Lhdhbb@aol.com
To: dennis.brearley@co.ellis.tx.us

Hi Chief,

As we discussed, I believe you should budget for an approximate two percent (2%) increase this year.

Attached is a spreadsheet the most current figures was downloaded from the US Bureau of Labor Statistics.

Notice that in April of 2014 the figure that correlates to their statistics is 241.103.

Also, notice that in March of 2015 the figure has increased to 245.689.

The calculation of the percentage increase in the Consumer Price Index (food away from home) for this past twelve months' period follows:

$$245.689 \text{ divided by } 241.103 = 1.01902092$$

These means that the Bureau of Labor Statistics believes the CPI for this category has increased by 1.902092 percent or roughly two percent (2%).

I believe this percentage (roughly two percent) will hold true for the next few months and until CFS requests an increase based on the CPI in the near future as our contract allows.

Also, you must project any increases or decreases in inmate population. This will also very directly effect an increase or decrease your food costs accordingly.

Please let me know if I can assist you further in this matter.

Thank you,

Larry Hanson
President, Correctional Food Services, Inc.
(214) 725-2539

ATTENTION

The information contained in this message may be legally privileged and confidential. It is intended to be read only by the individual or entity to whom it is addressed or by their designee. If the reader of this message is not the intended recipient, you are on notice that any distribution of this message, in any form, is strictly prohibited. If you have received this message in error, please immediately notify the sender and/or Correctional Food Services, Inc. by telephone at [214-725-2539](tel:214-725-2539) and delete or destroy any copy of this message.

Tuesday, August 18, 2015 AOL: Lhdhbb

between Ennis and Region 10 Education Service Center will be dissolved and/or terminated, and this lease agreement between Ennis and County will be substituted in its place.

4. Termination: Either party may elect not to renew the lease by providing written notice to the other party on or before the 180th day before the current lease term expires. If either party elect to not renew or extend the lease, then County will be allowed a reasonable time, after the expiration date of the lease, to remove tower, improvements, buildings and any fixtures from the leased premises.

III.

RENT

County agrees to pay Ennis the sum of ten (\$10.00) dollars annually for the ten (10) year period of this lease, said sum to be paid _____, 2015, and on the same day each of the remaining nine (9) years. If the lease is renewed or extended, the due date will remain the same each year as the prior lease term period.

IV.

ACCESS AND UTILITIES

County shall pay or cause to be paid all charges for utilities used on the leased premises throughout the term of this lease, including any connection fees. County and its employees, agents, contractors, and utility companies are hereby given and granted an easement for ingress, egress, and regress to and from the leased premises and easements over, under, upon, and across the tower and adjoining lands and rights-of-way owned by Ennis on a twenty-four (24) hour daily basis for the purpose of erection, installation, operation, inspection, repair, maintenance, and removal of the tower and other necessary appurtenances and an easement thereon for telephone lines, power lines, cables, and wires used in connection with the tower ("access easement"). Such easements for ingress, egress, and regress and such easement for utilities shall be over existing roads, parking lots, and/or roads on the property. County shall have the right but not the obligation to improve the access easement by grading, graveling, or paving it; provided, however that County shall be obligated to repair any damage to such easement property caused by County, or its agents or employees. Ennis grants to County and to such power or telephone company ("utility company" or "utility companies") as County shall designate, an easement for such utilities as may be reasonably necessary to serve the leased premises. The utility easement shall be for the installation, operation, inspection, maintenance, and repair (whether by County or by County's designated utility companies) of necessary utilities from the point of connection with the utility companies' distribution networks to the tower. The utility easement shall be sufficiently wide for providing the applicable utilities to the leased premises. It is understood that County and the utility companies providing services to County shall have access to all areas of the leased premises and other lands and rights-of-way owned or leased by Ennis as necessary for installation, operation, inspection, upgrade, maintenance, and/or repair of such services. Ennis shall advise County of any utility company requesting an easement under, over, upon and/or across the Leased Premises.

V.

USE OF LEASED PREMISES

County shall use the leased premises for the purpose of maintaining and operating thereupon a transmitting tower of approximately four hundred fifty (450) feet in height together with necessary guying wires, and associated equipment and facility buildings. County has the right to use the leased premises for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing a tower for services as a telecommunications utility other than cable television, as further described in this Lease. County, or its agents or contractors, may construct, install, operate, maintain, upgrade, repair, remove, and operate the following-described telecommunications and associated equipment and communications shelters.

Ennis shall have permission to place antenna for non-profit City use on the tower not to exceed the three hundred fifty feet height so long as it does not interfere with County's activities and does not limit the use of said tower by the County. Should Ennis's use on the tower interfere with the use, operation or other leasehold rights granted to County pursuant to this lease, then County has the right to remove the interfering and offending equipment from the tower at no cost to County. If Ennis allows independent contractors onto the tower owned or operated by County to install, repair or maintain an antenna on the tower for City use, it is Ennis's obligation to obtain an indemnification and hold harmless agreement from the independent contractors, agreeing to indemnify and hold harmless County for any personal injuries or property damage proximately caused by the negligence or intentional acts of the independent contractors while accessing the property of County that is the subject of this lease.

VI.

CONSTRUCTION BY COUNTY

1. General Conditions: County shall have the right at any time and from time to time during the term of this lease, to maintain, alter, remodel, reconstruct, rebuild, replace and add to the tower and equipment building on the leased premises.

2. Approval of Plans: Ennis will approve the design and installation, of any new replacement tower, including the tower installation for proper grounding; and such approval shall be provided within thirty (30) days of submission of drawings thereof, and if not within thirty (30) days, approval shall be presumed to be given. Written approval by Ennis is not required. The following items do not require submission to, and approval by Ennis;

- A. Minor repairs and alterations necessary to maintain existing structures and improvements in a use state of repair and operation.
- B. Such changes and alterations as are required by an authorized public official having authority or jurisdiction over such buildings or improvements in order to comply with legal requirements.

3. Ownership of Building and Tower: Any building, or buildings, improvements, additions, alterations, and fixtures constructed, placed or maintained on any part of the leased premises during the lease term shall be considered property of the County and shall be removed, disposed of, or assigned as County desires upon termination of this lease.

VII.

ENNIS'S WARRANTIES AND COVENANTS

1. Ennis hereby represents and warrants that the City of Ennis is the owner in fee simple absolute of the leased premises.
2. Ennis covenants and agrees that as long as County observes and keeps the covenants, conditions, and terms of this lease, County shall lawfully and quietly hold, occupy, and enjoy the leased premises during the term of this lease without hindrance or molestation by Ennis or any other person claiming under Ennis.

VIII.

GENERAL PROTECTIVE PROVISIONS

1. County or County's agents or employees, may enter the leased premises at any time and will have complete control of the tower and equipment.
2. County has the right of ingress and egress on all roads necessary to get to the leased premises.
3. County has the right to construct and maintain an entrance road on the leased premises for the purpose accessing, maintaining and operating a transmitting tower of approximately four hundred fifty (450) feet in height together with necessary guying wires, and associated equipment and facility buildings.
4. Force Majeure: Neither Ennis nor County shall be required to perform any term, condition, or covenant of this lease so long as performance is delayed or prevented by force majeure, which shall mean acts of God, drought, floods, material or labor restrictions by any governmental authority, and any other cause not reasonable within the control of either party, and which, by the exercised of due diligence, Ennis or County is unable, wholly or in part, to prevent or overcome.
5. Transfer of Ownership: If Ennis sells or transfers all or any part of the leased premises, then Ennis shall require as a condition of the sale or transfer that this lease be binding on its successors or assigns.

6. Parties Bound: This agreement shall be binding upon and inure to the benefit of the parties to the lease and their respective heirs, executors, administrators, legal representatives, successors and assigns. Venue for any cause of action brought pursuant hereto shall be in Ellis County, Texas. The prevailing party in any litigation brought pursuant hereto shall be entitled to its legal fees reasonably incurred.

7. Sole Agreement: This agreement constitutes the sole and only agreement of the parties to the lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the lease. Any amendment or modification hereof shall not be effective unless they are in writing and signed by all parties hereto.

8. Severability Clause: If any section, article, paragraph, sentence, clause, phrase or work in this lease, or application thereto any person or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this lease; and the parties hereby declare they would have passed such remaining portions of the lease despite such invalidity, which remaining portions shall remain in full force and effect.

9. Effective Date. This lease shall take effect immediately upon and after the signature of the last party in the manner required by law.

ENNIS:

CITY OF ENNIS

By: _____
CHUCK EWINGS, City Manager

ATTEST:

By: _____
DONNA BATCHLER, Secretary

COUNTY:

COUNTY OF ELLIS, TEXAS

By: _____
CAROL BUSH, County Judge

By: _____
CINDY POLLEY, County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, on this day personally appeared City Manager Chuck Ewings, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2015.

Notary Public in and for
The State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, on this day personally appeared Ellis County Judge Carol Bush, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2015.

Notary Public in and for
The State of Texas

Exhibit "A"

The land at Latitude 32.32278 and Longitude -96.56111 located directly beneath the 450 foot Guyed Tower, and extending 500 feet out in all directions (a circle with a radius of 500 feet, with the center point being the 450 foot Guyed Tower), Model G-42 made by Transmission Structures Ltd. in 1987, FCC No. 1061747 and located at 185 Old FM 85, Ennis, Texas 75119 on the lot, tract or parcel of land being 101.38 acres of real property situated in the Joseph Bragg Survey Abstract No. 134, Ellis County, Texas as more fully described in the Affidavit to the Public, dated December 8, 1986, recorded in Volume 759, page 0489, Deed Records of Ellis County, Texas, and being owned by the ~~being described as 134 J. Bragg in Ellis County, Texas and owned by the City of Ennis, with Latitude 32.32278 and Longitude -96.56111, and extending 500 feet out in all directions (a circle with a radius of 500 feet, with the center point being the 450 foot Guyed Tower).~~

3.3

**A PROCLAMATION
OF THE ELLIS COUNTY COMMISSIONERS' COURT**

WHEREAS, The Ellis County Commissioners Court is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 108 years of providing experience-based education to youngsters throughout the Lone Star State; and

WHEREAS, this admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

WHEREAS, its more than 607,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and

WHEREAS, the program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 29,000 volunteers who have given generously of their time, talents, energies, and resources to the youth of Texas; and

WHEREAS, throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and instill the values that have made our state strong and great; and

NOW THEREFORE BE IT PROCLAIMED, that the Ellis County Commissioners Court hereby designates October 4-10, 2015 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.

In witness thereof, signed the 28th day of September, 2015.

Carol Bush, County Judge

Dennis Robinson, Commissioner Precinct 1

Lane Grayson, Commissioner Precinct 2

Paul Perry, Commissioner Precinct 3

Kyle Butler, Commissioner Precinct 4

Attest: _____
Cindy Polley, County Clerk

3.4

**Ellis County
Sheriff and Constable Fees 2016**

Civil Process Fees *	Current	Proposed
Citations (Personal and Certified Mail)	\$90.00	\$90.00
Citation by Publication	\$90.00	\$90.00
Small Claims Citations	\$90.00	\$90.00
Justice Court Citations	\$90.00	\$90.00
Eviction Citations or Forcible Entry & Detainers	\$90.00	\$90.00
Precepts	\$90.00	\$90.00
Any Other Civil Paper to Serve an Individual	\$90.00	\$90.00
Subpoenas	\$90.00	\$90.00
Summons	\$90.00	\$90.00
Writ of Attachment **	\$175.00	\$175.00
Writ of Garnishment	\$175.00	\$175.00
Writ of Sequestration**	\$175.00	\$175.00
Writ of Restitution	\$175.00	\$175.00
Writ of Restoration	\$175.00	\$175.00
Writ of Re-Entry**	\$175.00	\$175.00
Writ of Possession**	\$175.00	\$175.00
Writ of Execution**	\$175.00	\$175.00
Writ of Habeas Corpus	\$175.00	\$175.00
Writ of Supersedeas/Certiorari	\$175.00	\$175.00
Any Other Writ or Order for the enforcement of a		
Judgment or to Seize Property **	\$175.00	\$175.00
Distress Warrants**	\$175.00	\$175.00
Tax Warrants**	\$175.00	\$175.00
Order of Retrieval ** HB 2486 (New Fee)	NA	\$175.00
Order of Sale	\$175.00	\$175.00
Turnover Orders	\$175.00	\$175.00
Injunctions	\$175.00	\$175.00
Temporary Restraining Orders	\$175.00	\$175.00
OTHER FEES		
Postings -- All Types	\$90.00	\$90.00
Notices -- All Types	\$90.00	\$90.00
Taking and Approving of CIVIL Bonds	\$25.00	\$25.00
Mental Commitment	\$175.00	\$175.00
Executing a Deed	\$50.00	\$50.00
Executing Bill of Sale	\$50.00	\$50.00
Executing Replacement Bill of Sale, (Not Recorded)	\$50.00	\$50.00

Executing Replacement Deed, (Not Recorded)	\$50.00	\$50.00
Executing Replacement Proof of Service, or		
Affidavit of Sub-Service	\$50.00	\$50.00
Release of Court Ordered Impounded or		
Inventoried Vehicles	\$50.00	\$50.00
Offense Report (Front Only)	\$2.00	\$2.00
Fingerprint Cards	\$20.00	\$20.00

Ellis County Sheriff and Constable Fees 2016

In-County Holding of Class "C" Misdemeanor Prisoners (only upon arrival) per day charge	<i>To be added prior to approval</i>	To be added prior to approval
Holding of Out-of-County Prisoners (72 Hours after notification to agency) per day	"	
Medical Expenses for Out-of-County Prisoners, to be paid by Out-of-County Agency		
<p>NOTES:</p> <p>* Pursuant to Local Government Code, Section 118.131 and Attorney General Opinion (JM-1046), the expenses for providing the services incident to unsuccessful service of process are equal to or exceed the expenses or actual service and the fee is thus set at the same cost charged for actual service. Fee covers three (3) attempts to deliver process, additional attempts require additional service fee.</p> <p>** All Writs and/or Orders involving the Seizure of Property, Sale of Property, or the Enforcement of a Judgment that exceed two (2) man hours in the execution or enforcement of such Writ/Order, will be assessed an additional fee of \$ 75 per man hour or portion thereof.</p> <p>All Writs or Citations with multiple defendants shall be assessed a fee per defendant.</p> <p>NOTE: Pursuant to Rule 126 of <i>The Texas Rules of Court</i>, all fees, for any and all civil cases originating outside the County of Ellis and/or The State of Texas, must be collected <i>IN ADVANCE</i> except when a Pauper's Oath is filed. The Sheriff or Constable will not execute any process until fees are received.</p> <p>ADDRESS:</p> <p>Ellis County District Clerk 109 S. Jackson St. Waxahachie, TX (972) 825-5091 Ellis County Clerk 109 S. Jackson St. Waxahachie, TX 75165 (972) 825-5070 Ellis County Sheriff 300 S. Jackson St. Waxahachie, TX 75165 (972) 825-4901 Ellis County Constable, Precinct 1 207 S. Sonoma Trail Ennis, TX 75119 (972) 878-2512 Ellis County Constable, Precinct 2 701 S. 1-35 E Waxahachie, TX 75165 (972) 825-5027</p>		

INTERLOCAL COOPERATION CONTRACT

BETWEEN

COUNTY OF ELLIS AND CITY OF GLENN HEIGHTS;

WHEREAS, the hereinafter below described government entities desire to increase their efficiency and effectiveness by entering into this contract one with the other; and

WHEREAS, such contracts are authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function or service contracted for and to be provided by this agreement is with the definition of "Governmental function and services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function or service contracted to be provided is a function or service that each party to the contract is authorized to perform individually;

NOW, THEREFORE, the parties agree and covenant one with the other as follows:

- A) The County of Ellis (hereinafter COUNTY) shall be the party providing the function or service which shall include the maintenance, repair and / or construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The COUNTY shall be further authorized to sell to the CITY goods and services.\
- B) The City of Glenn Heights (hereinafter CITY) shall be the party receiving the function, goods, or service and providing payment for such function, goods and / or services.
- C) CITY, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to CITY.
- D) The term of this agreement shall be from May 1, 2015 to January 1, 2016.
- E) Both parties acknowledge and understand, in reference to any project undertaken under this contract involving the construction, improvement, or the repair of a road, building or other facility, the following:

- 1) That prior to beginning said project, a work order in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location, and
 - 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and / or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this the _____ day of _____, 2015.

CAROL BUSH, COUNTY JUDGE
ELLIS COUNTY, TEXAS

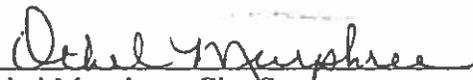
Attest:

Cindy Polley, Ellis County Clerk



LEON P. TATE, MAYOR
CITY OF GLENN HEIGHTS

Attest:



Othel Murphree, City Secretary

3.9

Application for Ellis County Emergency Service District

Name Billy Thompson
 Address 601 A.D. Mosley
FERRIS TX 75125
 Phone Home 972 842-8711
 Work 469-337-9529
 Mobile _____
 E Mail _____
 Emergency Service District applying for: #5

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

NONE

Do you live within this district? YES
 How long have you lived in Ellis County? 30+ YEARS
 US Citizen? YES
 Registered voter? YES
 Current employer SELF EMP
 Military Service NONE

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

Have you ever been arrested? If yes, give details
NO

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.
NO

Have you ever been delinquent in child support payments? If yes, give details _____

Has your driver license ever been suspended? If yes, give details

NO

Are you or your spouse related to a local, state or federal public official?
(name and relationship, if applicable)

None

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?

None

Please list the relevant experience that qualifies you to serve on this board:

HONEST

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 Commissioners' Court to the Board of Directors of Ellis County Emergency Service District No. ____ that 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.

Billy Thompson
Applicant's Signature

9-21-15
Date

3.11

Application for Ellis County Emergency Service District

Name TIM BERNEKING
 Address P.O. Box 196 BARDWELL, TX 75701
1188 CARTWRIGHT RD ENNIS 75119
 Phone Home 972-646-5305
 Work 972-617-2014
 Mobile 972-922-2098

Emergency Service District applying for: #8

Are you related to, indebted to or closely associated with any person associated with the volunteer fire department in your district? If so, please state their name(s) and relationship.

No

Do you live within this district? YES
 How long have you lived in Ellis County? 17 YRS
 US Citizen? YES
 Registered voter? YES
 Current employer EXPRESS CAR SVC RED OAK
 Military Service NONE

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

Have you ever been arrested? If yes, give details
No

Have you been convicted in a criminal proceeding or been named subject of any pending criminal proceeding? If yes, give details.
No

Have you ever been delinquent in child support payments? If yes, give details
No

Has your driver license ever been suspended? If yes, give details
No

Are you or your spouse related to a local, state or federal public official?
(name and relationship, if applicable) _____
No

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? No

Please list the relevant experience that qualifies you to serve on this board:
SALES, SALES MGMT, CUST SERVICE BACKGROUND,
SERVED ON CHURCH BOARD, ATTENTION TO DETAIL,

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 Commissioners' court to the Board of
Directors or Ellis County Emergency Service District No. 8 that 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.

Tom Bernacki
Applicant's Signature

9-9-15
Date