

F1

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
✓ 011-0704-30302	Fund Balance	\$20,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
✓ 011-0704-50911	Gravel	\$20,000.00


12-99-15
Road & Bridge #3
 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 _____, 2016

County Judge

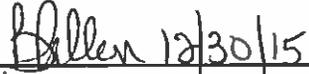
Commissioner Precinct #1

Commissioner Precinct #2

Commissioner Precinct #3

Commissioner Precinct #4

Approved by County Auditor's Office:

 12/30/15

Needs court approval

ELLIS COUNTY BUDGET
2014/2015 LINE ITEM ADJUSTMENT
2015/2016

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
009-0602-50908-00000-000	FM1 LUMBER	\$4,000.00

RECEIVED

DEC 29 2015

ELLIS COUNTY
AUDITOR

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
009-0602-50802-00000-000	FM1 EQUIPMENT	\$4,000.00


Signature of Department Head

12-16-15
Date Signed

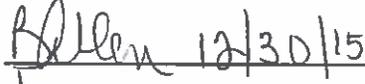
Road & Bridge Pct.1
Department

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:

 12/30/15
Needs court approval

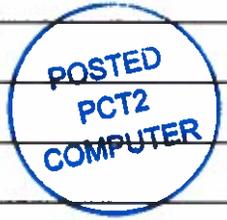
F3

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
010-0653-50962-00000-000	FM2 BRIDGE REPAIRS	\$5,000.00
50918		
BA 12/30/15		
per Melanie		



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50962-00000-000	FM2 LUBRICANTS	\$5,000.00



RECEIVED

DEC 29 2015

ELLIS COUNTY
AUDITOR

Signature of Department Head

12/17/2015

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:

Bollen 12/30/15
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
001-0000-	Fund Balance	\$49,936.00
30302-00000-000	Carryover	

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50811-	FY 15-16	\$49,936.00
00000-000	Fleet Purchase	

[Handwritten Signature]

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:

[Handwritten Signature] 12/18/15

Needs court approval

F5

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-36301-00000-000	FM2 FUND BALANCE CARRY OVER	\$5,000.00
30302 BA 1/5/16		



TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
010-0653-50802-00000-000	FM2 PURCHASE OF EQUIPMENT	\$5,000.00



[Handwritten Signature]
Signature of Department Head

1-5-2016
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]* 1/5/16

Needs court approval

FL6

ELLIS COUNTY BUDGET
2015/2016 LINE ITEM ADJUSTMENT

I am requesting that the Ellis County Commissioners' Court make necessary Line Item adjustments to my 2015/2016 Budget as follows:

TRANSFER FROM:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
3-001-0000-0302	Budgeted Fund Balance	\$ 100,000.00

TRANSFER TO:

ACCOUNT NO.	ACCOUNT TITLE	AMOUNT
001-0140-50558-00000-000	Emergency Incident Response	\$ 100,000.00

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 _____, 2015/2016

needs court approval

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

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

F7

December 31, 2015

**Request for Approval of Overpayments
Commissioners' Court Date January 12, 2015**

<u>Refund to be issued to:</u>	<u>Account</u>	<u>Refund Amount</u>
Citizens National Bank of Texas	183527	\$ 3,502.14

*I consent
agenda
Tax Refunds*

SPI

STATE OF TEXAS: COUNTY OF ELLIS: KNOW ALL MEN BY THESE PRESENTS:

That we, Randy Scott and Misty Scott, being the owners of that certain tract of land hereinafter described as follows:

FIELD NOTES 5.017 Acres

BEING all that certain lot, tract, or parcel of land situated in the R. de la Pena Survey, Abstract No. 3, and being all of a called 5.000 acres tract conveyed to Randy Scott and Wife, Misty Scott by Instrument # 1518099, Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod found in the northwest line of Neck Road (a public road) for the most easterly corner of this tract and said Scott tract, said rod being the south corner of Lot 1, Block A of Gonzales Addition, according to the plat recorded in Cabinet H, Slide 491 PRECT;

THENCE S 38°20'36" W, 251.24 feet (Deed - S 38°25'33" W, 251.13 feet) along the northwest line of said road and along the southeast line of this tract and said Scott tract, to a 1/2" steel rod found for the most southerly corner this tract and said Scott tract, said rod being the east corner of a called 10.010 acre tract described by deed recorded in Volume 2270, Page 546 OPRECT;

THENCE N 51°30'42" W, 871.56 feet (Deed - N 51°31'07" W, 871.20 feet) along the southwest line of this tract and said Scott tract, and along the northeast line of said 10.010 acre tract, to a 1/2" steel rod found for the west corner of this tract and said Scott tract, said rod being in the southeast line of a residual tract out of an original called 367.95 acre tract described by instrument recorded in Volume 2009, Page 1339 OPRECT;

THENCE N 38°26'37" E, 250.00 feet (Deed - N 38°26'37" E, 250.00 feet) along the northwest line of this tract and said Scott tract, and along the southeast line of said 367.95 acre residual tract, to a 1/2" steel rod found for the north corner of this tract;

THENCE, along the northeast line of this tract and said Scott tract as follows: (Deed - S 51°35'35" E, 871.12 feet) S 51°42'52" E, 192.29 feet along a southeast line of said 367.95 acre residual tract, to a 1/2" steel rod found for a south corner of said 367.95 acre residual tract and for the west corner of said Lot 1, Gonzales Addition; and S 51°33'30" E, 878.84 feet along the northeast line of said Lot 1, Gonzales Addition, to the POINT OF BEGINNING, and containing approximately 5.017 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That we, Randy Scott and Misty Scott, do hereby adapt this plat designating the hereinabove described property as a Simplified Plat of LOT 1, BLOCK A of SCOTT'S ADDITION, and do hereby dedicate to Ellis County, for public use, the streets and alleys shown hereon; and do hereby reserve the easement strips shown on this plat for the accommodation of 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 building, 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 ingress and egress to and from and upon said easement strips for the purpose of construction, reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

IN TESTIMONY WHEREOF, WITNESS MY HAND THIS THE 18 DAY OF Dec, 2015.

Signatures of Randy Scott and Misty Scott.

STATE OF TEXAS:

Before me the undersigned authority, a notary public in and for said state on this day personally appeared Randy Scott and Misty Scott, known to me to be the person whose name is subscribed to the foregoing and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18th DAY OF December, 2015.

Signature of Tracy Kelley, Notary Public.



Owner: Randy Scott and Misty Scott, P.O. Box 754, Palmer, TX 75132, Phone: 214-695-1391

ly, Texas: 2015.

fige

t of Development for on as may be required

Date

SIMPLIFIED PLAT LOT 1, BLOCK A SCOTT'S ADDITION Being a 5.017 Acre Addition in the R. de la Pena Survey, Abst. 3 Ellis County, Texas

Table with columns REVISIONS and BY.

DAVIS & MCDILL, INC.

CONSULTING ENGINEERS - LAND SURVEYORS P.O. BOX 426, WAXAHACHIE, TEXAS 75168 PHONE: 972-938-1185 FAX: 972-937-0307

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

ENGINEERS D & M SURVEYORS

Date: 12-8-15 Scale: 1"=80' Drawn: KLH Job: 215-0559 Sheet 1 of 1 sheets.

SPI

MACEDONIO QUINTERO
ESQUAL OF A CALLED 387.95 ACRE TRACT
VOL. 2009, PG. 1,339 OPRECT

LEGEND

- X----- Wire Fence
- Wood Fence
- Iron Fence
- Chain Link Fence
- +++++ Railroad Track
- Cable TV
- Gas Line
- Petroleum Pipeline
- Electric Line
- Sanitary Sewer Line
- Water Line
- UT---UT--- Underground Telephone
- Telephone

LEGEND

- O - Property Co
- Fnd. - Found
- S.R. - Steel Rod
- S.P. - Steel Pipe
- U.E. - Utility Easem
- P/P - Utility Pole
- R.O.W. - Right of Way
- P.O.B. - Point of Beg
- C/L - Centerline
- > Drainage Fl
- X - Spot Elevati
- B.L. - Building Line
- W/L - Water Line
- W/M - Water Meter
- M/H - Sewer Manht
- C/O - Cleanout
- F/H - Fire Hydrant
- W/V - Water Valve
- D.U.E. - Drainage & U

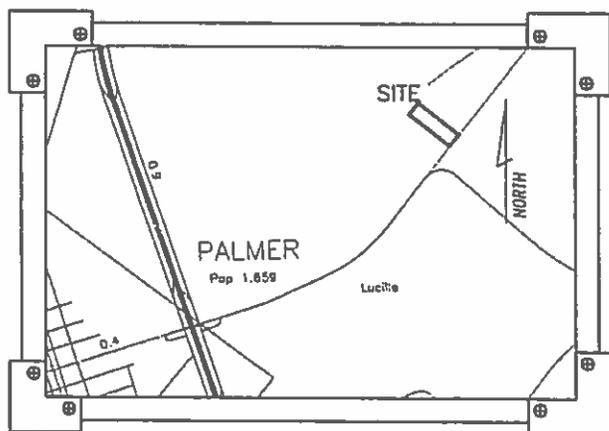


Scale 1" = 80'

10.010 ACRES
VOL. 2270, PG. 516 OPRECT

**LOT 1
BLOCK A**
5.017 ACRES
Called 3.000 Acres
Instrument # 1518099
OPRECT

LOT 1, BLOCK A
GONZALES ADDITION
C&B. H. SLIDE #81 PRECT



LOCATION MAP SCALE : 1" = 2000'

SURVEYOR'S DECLARATION

THIS is to declare that I, Walter Keven Davis, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey made 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.

Walter Keven Davis
Walter Keven Davis
Texas Registration No. 4486



STATE OF TEXAS:

Before me the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter Keven Davis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes herein expressed and in the capacity stated.

Give under my hand and seal this the 14th day of December, 2015

Tracy Kelley
Notary Public in and for the
State of Texas



LEGEND

- O - Property Corner Symbol
- Fnd. - Found
- S.R. - Steel Rod
- S.P. - Steel Pipe
- U.E. - Utility Easement
- P/P - Utility Pole
- R.O.W. - Right of Way
- P.O.B. - Point of Beginning
- C/L - Centerline
- > Drainage Flow
- X - Spot Elevations

PLATTING NOTE:
Property is not in the E.T.J. of any City and is subject to the platting rules and regulations of Ellis County.

NOTE:
No 100 year floodpl per FEMA FIRM Map 48139C0225F
Zone: X Unshaded

STATE OF TEXAS:
COUNTY OF ELLIS:

Certificate of approval by the Commissioners Court of Ellis
Approved this date, the ___ day of _____

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 Depa an on-site sewage facility system pending any and all info by the Ellis County Department of Development.

Public Works Director

154.03 ACRES
119 RESIDENTIAL LOTS
1.29 LOTS/ACRE

LAND USE

TOTAL ACRES - 154.03 ACRES
TOTAL LOTS - 119 RESIDENTIAL LOTS
DENSITY - 1.29 LOTS/ACRE

LOT WIDTH IS AT FRONT SETBACK NOTES:

1. ALL LOTS WILL HAVE A 1/2" IRON ROD, EXCLUSIVE OF ALL FLOOD PLAIN AREAS.
2. ALL RIGHT-OF-WAYS WILL BE CONSTRUCTED AND SHALL BE MAINTAINED BY THE CITY OF MIDLOTHIAN AND ELLIS COUNTY.
3. DRAINAGE EASEMENTS WILL BE CREEKS AT FINAL DESIGN.

THE TRACT OF LAND HEREIN DESCRIBED CONTAINS 154.03 ACRES OF LAND, BEING THE FUTURE SOUTH RIGHT-OF-WAY LINE OF F.M. 1387 (80.0' RIGHT-OF-WAY).

THENCE, South 89 degrees 45 minutes 00 seconds East, along the existing south right-of-way line of said F.M. 1387, 1138.74 feet to a 3/8" iron rod found for corner;

THENCE, South 81 degrees 19 minutes 53 seconds East, continuing along the existing south right-of-way line of said F.M. 1387, 115.00 feet to a 1/2" iron rod with red cap stamped "RPLS 4818" set for corner, said iron rod being in the existing west right-of-way line of F.M. 664 (80.0' right-of-way);

THENCE, South 00 degrees 22 minutes 07 seconds West, 174.40 feet to a 1/2" iron rod with red cap stamped "RPLS 4818" set for corner, being the beginning of a curve to the left, with a radius of 318.33 feet and a chord bearing South 13 degrees 07 minutes 53 seconds on a chord length of 201.95 feet;

THENCE, along said curve to the left and continuing along the existing west right-of-way line of said F.M. 664, passing through a central angle of 36 degrees 59 minutes 18 seconds, 205.50 feet to a 1/2" iron rod with red cap stamped "RPLS 4818" set for corner;

THENCE, South 00 degrees 07 minutes 59 seconds West, 129.28 feet to a 1/2" iron rod with red cap stamped "RPLS 4818" set for corner;

THENCE, South 89 degrees 51 minutes 02 seconds East, 152.42 feet to a 1/2" iron rod with red cap stamped "RPLS 4818" set for corner, being the beginning of a non-tangent curve to the left, with a radius of 358.89 feet and a chord bearing South 75 degrees 50 minutes 58 seconds on a chord length of 168.28 feet;

THENCE, along said curve to the left and continuing along the existing west right-of-way line of said F.M. 664, passing through a central angle of 28 degrees 47 minutes 01 seconds, 167.81 feet to a 1/2" iron rod with red cap stamped "RPLS 4818" set for corner;

THENCE, South 89 degrees 51 minutes 02 seconds East, along the existing west right-of-way line of said F.M. 664, 866.77 feet to a 1/2" iron rod found for corner, being the beginning of a curve to the right, with a radius of 474.22 feet and a chord bearing South 45 degrees 06 minutes 17 seconds on a chord length of 680.63 feet;

THENCE, along said curve to the right and continuing along the existing west right-of-way line of said F.M. 664, passing through a central angle of 91 degrees 43 minutes 07 seconds, 759.13 feet to a 1/2" iron rod with red cap stamped "RPLS 4818" set for corner;

THENCE, South 00 degrees 21 minutes 32 seconds East, along the existing west right-of-way line of said F.M. 664, 1460.83 feet to a 1/2" iron rod set for corner, said iron rod also being the southeast corner of a tract of land conveyed to Herbert Charles Martin, Benny Wayne Martin, Char Michael Martin and Casen Dwayne Martin according to the deed recorded in Volume 1684, Page 858, O.P.R.E.C.T., said iron also being in the future south right-of-way line of future F.M. 664 (120' right-of-way);

THENCE, North 89 degrees 16 minutes 04 seconds West, along the future south right-of-way line of said future F.M. 1387, 1676.49 feet to the POINT OF BEGINNING.

The tract of land herein described contains 154.03 acres of land.

NOTES

1. THE BEARINGS FOR THIS PLAT ARE BASED ON STATE PLAIN COORDINATES, NAD83, AND ARE REFERENCED BY MONUMENTS NO. 31 & 32 OF THE CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS.
2. MONUMENT NO. 31
N: 688485.106
E: 2468973.131
ELEV: 727.96'
3. MONUMENT NO. 32
N: 6889708.117
E: 2452912.230
ELEV: 732.70'
3. NO PORTION OF THE SUBJECT TRACT LIES WITHIN AND EXISTING 100 YEAR FLOOD PLAIN AS DETERMINED BY THE FLOOD INSURANCE RATE MAP FOR ELLIS COUNTY, TEXAS AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 481900715 F, EFFECTIVE DATE JUNE 3, 2013.
4. PRIOR TO FINAL PLATTING, FLOOD BEHIND PHASE I (VOLUME E, PAGE 180) A PORTION OF CERTAIN TRACTS OF LAND CONVEYED TO HERBERT CHARLES MARTIN, BENNY WAYNE MARTIN, CHAR MICHAEL MARTIN AND CASEN DWAYNE MARTIN ACCORDING TO THE DEED RECORDED IN VOLUME 1684, PAGE 858, O.P.R.E.C.T., WILL BE VACATED.

Date: Jul 30, 2015, 11:05am User ID: ygood
File: S:\projects\610173\00\Design\Planning\150729 Preliminary Plat\Preliminary Plat.dwg

FUTURE FM 684

RECEIVED
AUG 18 2015

THIS DOCUMENT IS RELEASED FOR "REVIEW PURPOSES" UNDER THE AUTHORIZATION OF CHRISTOPHER H. BLEVINS, P.E. #83878
JULY 30, 2015. CAS
IT IS NOT FOR CONSTRUCTION OR PERMIT PURPOSES

PAPE-DAWSON ENGINEERS

5700 W. PLANO PKWY. | PLANO, TEXAS 75093 | PHONE: 214.420.8694
SUITE 2500 | FAX: 214.420.8486
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

DATE OF PRINT: JULY 30, 2015

PRELIMINARY PLAT OF LEGACY ESTATES BLOCK 1 - BLOCK 8

BEING 154.03 ACRES SITUATED IN THE MARY POWERS SURVEY, ABSTRACT NUMBER 843 AND THE A.R. NEWTON SURVEY, ABSTRACT NUMBER 793 CITY OF MIDLOTHIAN, ELLIS COUNTY, TEXAS.
119 RESIDENTIAL LOTS

PHILIP G CHAPMAN
VOL. 679, PG. 159
P.R.E.C.T.

OWNER:
ENNETH MARKS & AMY KAY SMITH
7490 FM 1387
WAXAHACHIE, TX 75167

NANCY MARKS
8924 GO RD 107
GRANDVIEW, TX 76050

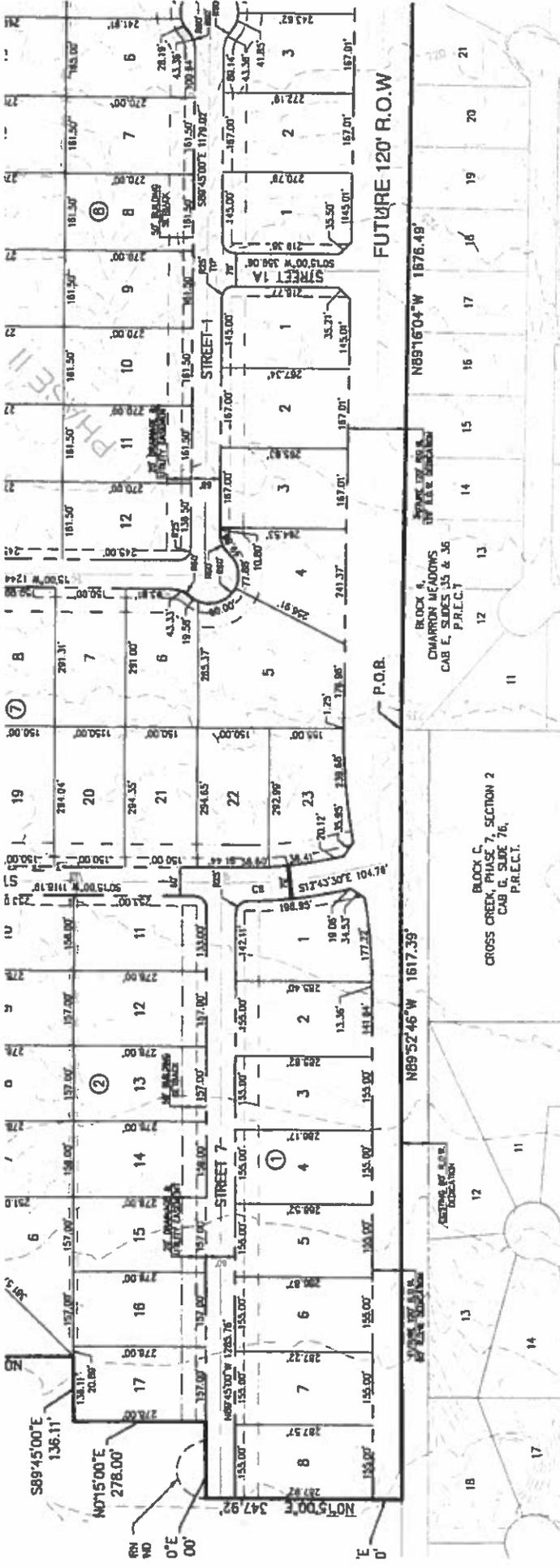
DEVELOPER:
JHDMG DEVELOPMENT, LLC
P.O. BOX 1030
MIDLOTHIAN, TEXAS 76065

SURVEYOR:
WHITFIELD-HALL SURVEYORS, INC.
3559 WILLIAMS ROAD, SUITE 107
FORT WORTH, TEXAS 76116

APPROVED BY DIRECTOR OF ELLIS COUNTY, TEXAS

JUDY ARMSTRONG, D.R.
DIRECTOR

PLANNING DEPARTMENT
Approved August 12
By: Planning Director
Attest: GUNNARD
Planning Representative
Approved August 11



OWNERS ACKNOWLEDGEMENT

CHARITY KENEDY
My Commission Expires
July 18, 2019

I, HEREBY, ACKNOWLEDGE THIS DOCUMENTS AS OFFICIALLY APPROVED PRELIMINARY PLAT

NANCY MARKS
Nancy Marks
DATE 4-31-15

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Nancy Marks, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he did the same for the purposes and considerations expressed.

by Charity Kennedy
Notary Public in and for the State of Texas
My Commission expires: 7/18/19

OWNERS ACKNOWLEDGEMENT

CHARITY KENEDY
My Commission Expires
July 18, 2019

I, HEREBY, ACKNOWLEDGE THIS DOCUMENTS AS OFFICIALLY APPROVED PRELIMINARY PLAT

AMY KAY SMITH
Amy Kay Smith
DATE 8-1-15

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Amy Kay Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he did the same for the purposes and considerations expressed.

by Charity Kennedy
Notary Public in and for the State of Texas
My Commission expires: 7/18/19

OWNERS ACKNOWLEDGEMENT

CHARITY KENEDY
My Commission Expires
July 18, 2019

I, HEREBY, ACKNOWLEDGE THIS DOCUMENTS AS OFFICIALLY APPROVED PRELIMINARY PLAT

KENNETH MARKS
Kenneth Marks
DATE 7-31-15

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Marks, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he did the same for the purposes and considerations expressed.

by Charity Kennedy
Notary Public in and for the State of Texas
My Commission expires: 7/18/19

OWNERS ACKNOWLEDGEMENT

CHARITY KENEDY
My Commission Expires
July 18, 2019

I, HEREBY, ACKNOWLEDGE THIS DOCUMENTS AS OFFICIALLY APPROVED PRELIMINARY PLAT

CHAD MILES
Chad Miles
DATE 7-31-15

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared Chad Miles of J-HDMC Development, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he did the same for the purposes and considerations expressed.

by Charity Kennedy
Notary Public in and for the State of Texas
My Commission expires: 7/18/19

2.1

CONTRACT

G-2015-001 - Janitorial Supplies for Ellis County

**STATE OF TEXAS}
COUNTY OF ELLIS}**

Agenda Item# _____
Date: _____

WHEREAS, The bid package **G-2015-001** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to _____, for Janitorial Supplies for Ellis County in quantities and at prices as set forth in the bid package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called (“**COUNTY**”) and the undersigned Vendor, hereinafter called (“**VENDOR**”).

THAT IN ACCORDANCE with bid package **G-2015-001** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for Janitorial Supplies for Ellis County shall be for the period from January 1, 2016 and expiring on December 31, 2016

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: _____

VENDOR

ELLIS COUNTY

By: _____
Authorized Agent

By: _____
**Carol Bush, County Judge
Ellis County, Texas**

2.2

CONTRACT

G-2015-002 – Printed Forms for Ellis County

**STATE OF TEXAS}
COUNTY OF ELLIS}**

Agenda Item# _____
Date: _____

WHEREAS, The bid package **G-2015-002** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to _____, for Janitorial Supplies for Ellis County in quantities and at prices as set forth in the bid package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called (“**COUNTY**”) and the undersigned Vendor, hereinafter called (“**VENDOR**”).

THAT IN ACCORDANCE with bid package **G-2015-002** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for Printed Forms for Ellis County shall be for the period from January 1, 2016 and expiring on December 31, 2016

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: _____

VENDOR

ELLIS COUNTY

By: _____
Authorized Agent

By: _____
**Carol Bush, County Judge
Ellis County, Texas**

2.3

CONTRACT

Wholesale Gas & Diesel

STATE OF TEXAS}
COUNTY OF ELLIS}

Agenda Item# _____
Date: _____

WHEREAS, The bid package **RFP-2015-005** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to _____, for **RFP-2015-005** in quantities and at prices as set forth in the bid package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called (“**COUNTY**”) and the undersigned Vendor, hereinafter called (“**VENDOR**”).

THAT IN ACCORDANCE with bid package **RFP-2015-005** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for **Wholesale Gas & Diesel for Ellis County, Texas** shall be for the period from January 1, 2016 and expiring on December 31, 2016

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: _____

VENDOR

ELLIS COUNTY

By: _____
Authorized Agent

By: _____
**Carol Bush, County Judge
Ellis County, Texas**

2.4

CONTRACT

Convenience Store Gasoline

STATE OF TEXAS}
COUNTY OF ELLIS}

Agenda Item# _____
Date: _____

WHEREAS, The bid package **RFP-2015-006** including the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Ellis County Commissioners Court as the governing body of Ellis County did on _____ award a contract to _____, for **RFP-2015-006** in quantities and at prices as set forth in the bid package; and

THEREFORE, Know all men by these present, that this contract is entered into by Ellis County, hereinafter called (“**COUNTY**”) and the undersigned Vendor, hereinafter called (“**VENDOR**”).

THAT IN ACCORDANCE with bid package **RFP-2015-006** in every particular and herein incorporated by reference, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the terms of said bid package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the materials and supplies/services were delivered in good condition, (3) services contracted for the Commissioners Court have been satisfactorily performed.

Texas Law to Apply

This Contract shall be construed under and in accordance with the Laws of the State of Texas, and all obligations of the parties created by this contract are performable in Ellis County, Texas.

Prior Agreements Superseded

This Contract, with the entire bid package incorporated herein including any required supporting literature, brochures and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements, if any, between the parties respecting the subject matter of this contract.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorized representatives of each party.

The contract for Convenience Store Gasoline for Ellis County, Texas shall be for the period from January 1, 2016 and expiring on December 31, 2016

IN TESTIMONY WHEREOF: Witness our hands at Waxahachie, Texas, effective as of the date awarded,

Date signed: _____

VENDOR

ELLIS COUNTY

By: _____
Authorized Agent

By: _____
**Carol Bush, County Judge
Ellis County, Texas**

2.7

Chuys C5 Trailers Inc
5027 S Hwy I-45
Ennis, TX 75119
(972)875-1095 PHONE
(972)875-7159 FAX

Estimate

Date	Estimate #
12/31/2015	79

Name / Address
ELLIS COUNTY PCT. 2 1400 OAK GROVE RD. ENNIS TX 75119

Project

Description	Qty	Cost	Total
77'x16' Tandem Axle Standard Utility Trailer with 7000# GAWR 4' EPXANDED METAL SIDES 2" BULLDOG 4' GATE 225/15 RADIAL TIRES 1- ELECTRIC BRAKE ~~~~~ CHANGE ORDER ~~~~~ January 5, 2016 > Decreased price of PTSU 77x16 from \$2,795.00 to \$2,595.00. (-\$200.00) Total change to estimate -\$200.00	1	2,595.00	2,595.00
		0.00%	0.00
Total			\$2,595.00

Customer Signature 



3.1

RESOLUTION NO. _____

**A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF
CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT
TAX FORECLOSURE SALE**

WHEREAS, Ellis County, for itself and the use and benefit of Maypearl ISD, acquired title to a certain tract of real estate at a Sheriff's sale held on the 5th day of April, 2011, in Cause No. 13846TX, Maypearl Independent School District vs. Billy Ewing; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Ladd Vien, has made an offer to purchase the property for the sum of Eight Thousand dollars and no cents (\$8,000.00); and

**NOW THEREFORE, BE IT RESOLVED BY THE COURT OF
COMMISSIONERS OF ELLIS COUNTY THAT:**

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Ladd Vien, for the sum of \$8,000.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of the Ellis County.

Dated this ____ day of _____, 2015.

Honorable Carol Bush, County Judge

Cindy Polley, County Clerk

Prop:#155902

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR
RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER
OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § KNOW ALL PERSONS BY THESE PRESENTS

That the MAYPEARL INDEPENDENT SCHOOL DISTRICT, "ISD", acting by and through its President, Board of Trustees, and ELLIS COUNTY "COUNTY", acting by and through its County Judge, as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of Eight thousand dollars and 00/100 dollars (\$8,000.00) and other good and valuable consideration, in hand and by said GRANTEE, the receipt of which is hereby acknowledged and confessed, do grant and convey, right, title and interest of MAYPEARL INDEPENDENT SCHOOL DISTRICT and ELLIS COUNTY, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

LADD VIEN
1015 Ferris Ave
Waxahachie, Texas 75165

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF REAL PROPERTY DESCRIBED AS LOT 12, BLOCK 3, SPANISH LAND GRANT I, ELLIS COUNTY, TEXAS; SAID PROPERTY ALSO BEING DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 750, PAGE 330 OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS. 155902

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the COUNTY and the ISD, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
TRICIA IKARD
President, Board of Trustees
Maypearl Independent School District

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared , TRICIA IKARD, PRESIDENT, BOARD OF TRUSTEES OF THE MAYPEARL INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

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

Notary Public in and for the
State of Texas

EXECUTED this _____ day of _____, 2015.

By _____
HONORABLE CAROL BUSH
County Judge, Ellis County

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared , HONORABLE CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

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

Notary Public in and for the
State of Texas

FINANCIAL IMPACT OF BID ACCEPTANCE

BID FOR: El Camino Road
 PROP. NO. 155902
 PROPOSED BID: \$8,000.00
 CAUSE NO: 13846TX

TAXES DUE JURISDICTION AT THE TIME OF SALE		RATIO
Maypearl ISD	\$13,208.21	77.80%
Ellis County	\$3,768.23	22.20%
.	\$0.00	0.00%
.	\$0.00	0.00%
Total Taxes	\$16,976.44	100.00%

Bid Amount:		\$8,000.00
Less:	Health & Safety Liens, post sale	\$0.00
	Publication Fees	(\$271.80)
	Ad Litem Fees	(\$125.00)
	Court Costs due District Clerk	(\$403.00)
	Sheriff Levy/Execution	\$0.00
	Misc. Fees due PBFCM	(\$75.00)
	Sheriffs Deed Fee	(\$34.00)

Amount left to apply to taxes **\$7,091.20**

Maypearl ISD	\$5,517.18
Ellis County	\$1,574.02
.	\$0.00
.	\$0.00

Excess: **(\$0.00)**

Distribute as follows:

Health/Safety Liens (pre-sale)

Maypearl ISD	\$0.00
Ellis County	\$0.00
.	\$0.00
.	\$0.00

TAXES EXTINGUISHED BY MAYPEARL ISD	(\$7,691.03)
TAXES EXTINGUISHED BY ELLIS COUNTY	(\$2,194.21)
.	\$0.00
.	\$0.00

3.2

RESOLUTION NO. _____

A RESOLUTION OF ELLIS COUNTY, APPROVING THE SALE OF CERTAIN REAL PROPERTY ACQUIRED AT A DELINQUENT TAX FORECLOSURE SALE

WHEREAS, Ellis County, for itself and the use and benefit of Maypearl ISD, acquired title to a certain tract of real estate at a Sheriff's sale held on the 5th day of April, 2011, in Cause No. 13846TX, Maypearl Independent School District vs. Billy Ewing; and

WHEREAS, Section 34.05 (a), Texas Property Tax Code, authorizes Ellis County, by and through its governing body, to resell the property; and

WHEREAS, it is in the best interest of Ellis County and its taxpayers to return this property to a productive use; and

WHEREAS, Ladd Vien, has made an offer to purchase the property for the sum of Seven Thousand dollars and no cents (\$7,000.00); and

NOW THEREFORE, BE IT RESOLVED BY THE COURT OF COMMISSIONERS OF ELLIS COUNTY THAT:

The Court of Commissioners of Ellis County agrees to sell, convey and transfer that certain tract of real estate acquired at the above described tax sale to Ladd Vien, for the sum of \$7,000.00, as authorized by Section 34.05, Texas Property Tax Code, and that the proceeds of the sale shall be distributed as provided by section 34.06, Texas Property Tax Code. The Court of Commissioners of Ellis County hereby authorizes the County Judge to sign the resale deed on behalf of the Ellis County.

Dated this ____ day of _____, 2015.

Honorable Carol Bush, County Judge

Cindy Polley, County Clerk

Prop:#155889

RESALE DEED

**NOTICE OF CONFIDENTIALITY RIGHT:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE
FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR
RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER
OR YOUR DRIVER'S LICENSE NUMBER**

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS § **KNOW ALL PERSONS BY THESE PRESENTS**

That the MAYPEARL INDEPENDENT SCHOOL DISTRICT, "ISD", acting by and through its President, Board of Trustees, and ELLIS COUNTY "COUNTY", acting by and through its County Judge, as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of Seven thousand dollars and 00/100 dollars (\$7,000.00) and other good and valuable consideration, in hand and by said GRANTEE, the receipt of which is hereby acknowledged and confessed, do grant and convey, right, title and interest of MAYPEARL INDEPENDENT SCHOOL DISTRICT and ELLIS COUNTY, by virtue of tax foreclosure proceedings, and by virtue of becoming purchasers of the tax title under a Sheriff's sale, as shown by a Sheriff's Deed, recorded in the Deed Records of Ellis County, Texas, and by these presents, do release, quitclaim and surrender, subject to the terms, conditions, provisions and restrictions, herein set forth, unto

LADD VIEN
1015 Ferris Ave
Waxahachie, Texas 75165

GRANTEE herein, all our right, title and interest, if any, in and to the following described real property situated in Ellis County, Texas, to wit:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF REAL PROPERTY DESCRIBED AS LOT 8, BLOCK 3, SPANISH LAND GRANT I, ELLIS COUNTY, TEXAS; SAID PROPERTY ALSO BEING DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 750, PAGE 330 OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS. 155889

This Quitclaim is made subject to and GRANTEE acknowledges the right of redemption as provided in Sections 34.05 of the Texas Property Tax Code.

IN ACCEPTING THE QUITCLAIM OF THIS PROPERTY, GRANTEE EXPRESSLY ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL ITS FAULTS, IF ANY. GRANTEE RELEASES ANY RIGHTS, AT LAW OR IN EQUITY, GRANTEE MAY HAVE AGAINST THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, IN CONNECTION WITH THIS TRANSACTION. FURTHER, GRANTEE RELEASES THE COUNTY AND ISD, THEIR OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION IN CONNECTION WITH THE BIDDING, TERMS, CONDITIONS, AND SALE OF THIS PROPERTY OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS RELEASE ALSO IS BINDING ON GRANTEE'S SUCCESSORS, HEIRS, AND ASSIGNS. GRANTEE HAS HAD AN OPPORTUNITY TO INSPECT THE PROPERTY, AND GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR DISCLOSURES BY THE COUNTY AND ISD, IN CONNECTION WITH THE PURCHASE OF THE PROPERTY. GRANTEE EXPRESSLY ASSUMES RESPONSIBILITY FOR ANY ENVIRONMENTAL PROBLEMS ON OR WITH THE PROPERTY.

TO HAVE AND TO HOLD all of our right, title, and interest in and to the above described property and premises, subject to the aforesaid, unto the said GRANTEE, his/her heirs, successors, and assigns forever, so that the COUNTY and the ISD, and our legal representatives, successors and assigns shall not have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this _____ day of _____, 2015.

By _____
TRICIA IKARD
President, Board of Trustees
Maypearl Independent School District

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared , TRICIA IKARD, PRESIDENT, BOARD OF TRUSTEES OF THE MAYPEARL INDEPENDENT SCHOOL DISTRICT, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

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

Notary Public in and for the
State of Texas

EXECUTED this _____ day of _____, 2015.

By _____
HONORABLE CAROL BUSH
County Judge, Ellis County

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, personally appeared , HONORABLE CAROL BUSH, COUNTY JUDGE, ELLIS COUNTY, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and in the capacity therein stated.

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

Notary Public in and for the
State of Texas

3.4

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: Road & Bridge, Pct. 3

Basis of Authority to Provide Service: *Interlocal Agreement dated:* 11-21-15

per Commissioners Count Minute Order _____

Local Government Requesting Service: City of Italy

Description of Project to be Undertaken: The sale of up to 5,000 gallons of CRS-2 emulsion to the City of Italy, as needed, for the 2015-2016 budget Year at current cost.

Location of Project to be Undertaken: Precinct 3 barn in Italy

Requested by: Ronda Cockerham

Department: City Secretary/Administrator

APPROVED in Open Commissioners Court per Minute Order No. _____ **on the**
_____ **day of** _____, **2015/2016.**

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this 11 **day of** December, **2015/2016.**

Signature: 

Title: Mayor

On Behalf of: City of Italy

3.7

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND PALMER ISD**

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 street, road, 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 PALMER ISD goods and services.
- B) The PALMER ISD (hereinafter PISD) shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
- C) PISD, as paying party, acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from current revenues available to PISD.
- D) The term of this agreement shall be from January 1, 2016 to January 1, 2017.
- 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.

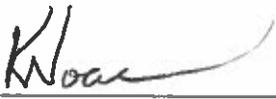
F) PISD agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2015.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

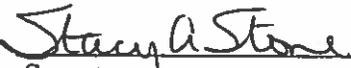
Attest:

Ellis County Clerk



Superintendent
PALMER ISD

Attest:


Secretary

3.8

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF PALMER**

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 street, road, 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 City of Palmer goods and services.
- B) The CITY OF PALMER (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 January 1, 2016 to January 1, 2017.
- 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 _____ day of _____, 2015.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

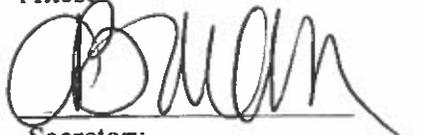
Attest:

Ellis County Clerk



Mayor
CITY PALMER

Attest:



Secretary

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF FERRIS**

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 street, road, 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 CITY OF FERRIS goods and services.
- B) The CITY OF FERRIS (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 January 1, 2016 to January 1, 2017.
- 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

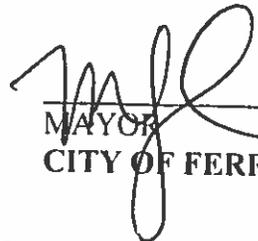
- 2) That the payment and penalty provisions set out in Section 791.014 (c) and (d) Of the Government Code Interlocal Cooperation Act shall apply to this contract.
- F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2015.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

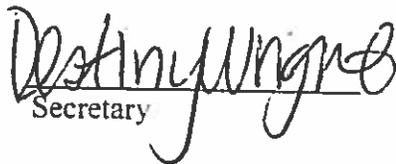
Attest:

Ellis County Clerk



MAYOR
CITY OF FERRIS

Attest:


Secretary



3.10

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF GARRETT**

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 street, road, 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 CITY OF GARRETT goods and services.
- B) The CITY OF GARRETT (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 January 1, 2016 to January 1, 2017.
- 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 _____ day of _____, 2015.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR
CITY OF GARRETT

Attest:



Secretary

3.11

**INTERLOCAL COOPERATION CONTRACT
BETWEEN
COUNTY OF ELLIS AND CITY OF PECAN HILL**

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 street, road, 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 CITY OF PECAN HILL goods and services.
- B) The CITY OF PECAN HILL (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 January 1, 2016 to January 1, 2017.
- 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.

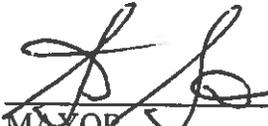
F) CITY agrees to pay to COUNTY within thirty (30) days of billing by COUNTY for the goods, governmental function, and/or services provided in an amount that fairly compensates COUNTY for service or functions performed by COUNTY under this Contract.

EXECUTED in duplicate this _____ day of _____, 2015.

COUNTY JUDGE,
ELLIS COUNTY, TEXAS

Attest:

Ellis County Clerk



MAYOR
CITY OF PECAN HILL

Attest:



Secretary