


<b>HOCKLEY COUNTY</b> Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	<b>DOCUMENT #:</b> CM-2020-0034 <b>RECORDED DATE:</b> 08/12/2020 01:31:44 PM 
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**OFFICIAL RECORDING COVER PAGE**

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<b>Document Type:</b> NOTICE OF MEETING COMM COURT/AGENDA <b>Transaction Reference:</b> <b>Document Reference:</b>	<b>Transaction #:</b> 756226 - 1 Doc(s) <b>Document Page Count:</b> 107 <b>Operator Id:</b> JPalermo
<b>RETURN TO:</b> () HOCKLEY COMMISSIONERS COURT	<b>SUBMITTED BY:</b> HOCKLEY COMMISSIONERS COURT

DOCUMENT # : CM-2020-0034  
 RECORDED DATE: 08/12/2020 01:31:44 PM

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.



*Jennifer Palermo*

**Jennifer Palermo**  
**Hockley County Clerk**

**PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**  
**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**



**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF  
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 8<sup>th</sup> day of June, 2020 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

- ✓ 1. Read for approval the minutes of the Regular Meeting held on Monday, June 1, 2020 and of the Special Meeting held on Tuesday, June 2, 2020.
- ✓ 2. Read for approval all monthly bills and claims submitted to the Court and dated through June 8, 2020.
- ✓ 3. Consider and take necessary action to approve the Official Bond and Oath of Pamela Dee Kiser, Deputy Clerk in the Hockley County Clerk's Office.
- ✓ 4. Consider and take necessary action to award the bid for a 2020 pickup for use in Precinct 4, which is tabled item number 5 from a previous agenda dated June 1, 2020.
- ✓ 5. Consider and take necessary action to approve a Tax Deed for Lot Twenty-eight (28), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas, (R17723) to be purchased by Joe M. Rico for the amount of \$1,400.00.
- ✓ 6. Consider and take necessary action to approve a Tax Deed for Lot Twenty-nine (29), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas, (R17724) to be purchased by Joe M. Rico for the amount of \$900.00.
- ✓ 7. Consider and take necessary action to approve a Tax Deed for Lot Thirty (30), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas, (R17725) to be purchased by Joe M. Rico for the amount of \$900.00.
- ✓ 8. Consider and take necessary action to approve a Tax Deed for Lots Forty-nine (49) and Fifty (50), in Block One (1), of the Smallwood Addition to the City of Levelland, Hockley County, Texas, (R4449) to be purchased by Shannon Whitfield for the amount of \$110.00.
- ✓ 9. Consider and take necessary action to approve a Tax Deed for Lot Six (6), Block Sixty (60), of the Original Town of Levelland, Hockley County, Texas, (R8583) to be purchased by Greg's Backhoe Service, Inc. for the amount of \$5,050.00.
- ✓ 10. Consider and take necessary action to approve a Tax Deed for Lot Five (5), Block Eighty (80), in the Original Town of Levelland, Hockley County, Texas, (R19255) to be purchased by Charles Oswalt for the amount of \$800.00.
- ✓ 11. Consider and take necessary action to approve a Tax Deed for Lot Ten (10), Block Thirty-One (31), of the Original Town of Levelland, Hockley County, Texas, (R15041) to be purchased by Philip Ricker for the amount of \$1,226.00.

FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_ M.

JUN 04 2020

  
County Clerk, Hockley County, Texas



- ✓ 12. Consider and take necessary action to approve a Tax Deed for Lot Fifty-Nine (59), of the Western Meadows Addition to the City of Levelland, Hockley County, Texas, (R26367) to be purchased by Carysfort Reef, LLC for the amount of \$750.00.
- ✓ 13. Consider and take necessary action to approve a Final Plat, a Replat for Phase I of the Kubie Estates, a Subdivision of part of Tract 49, Ropesville Farm Project, located in Precinct 1.
- ✓ 14. Discussion and potential action to amend or modify the Declaration and 5<sup>th</sup> Ratification of Local Disaster for Public Health Emergency, Amendment, Modification and Replacement dated May 20, 2020.
- ✓ 15. Consider and take necessary action to approve the 2021 Redistricting Project from Bickerstaff Heath Delgado Acosta LLP which is tabled item number 8 from a previous agenda dated February 10, 2020.

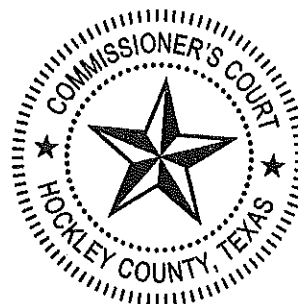
**COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.**

BY: Sharla Baldrige  
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 4<sup>th</sup> day of June, 2020, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 4<sup>th</sup> day of June, 2020.

Jennifer Palermo  
Jennifer Palermo, County Clerk, and Ex-Officio  
Clerk of Commissioners' Court, Hockley County, Texas



FILED FOR RECORD  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

**JUN 04 2020**

Jennifer Palermo  
County Clerk, Hockley County, Texas



SPECIAL MEETING  
JUNE 8, 2020

Be it remembered that on this the 8<sup>th</sup> day of June A.D. 2020, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with all the following members present to-wit:

Sharla Baldrige

Curtis D. Thrash

Larry Carter

J. L. "Whitey" Barnett

Thomas R "Tommy" Clevenger

County Judge

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular meeting of the Commissioners' Court, held on June 1, 2020 and of the Special Meeting held on Tuesday, June 2, 2020.. A.D. Be approved and stand as read.

Motion by Commissioner Carter , seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through June 8<sup>th</sup> , 2020., A. D. be approved and stand as read.





**Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the Official Bond and Oath of Pamela Dee Kiser, Deputy Clerk in the Hockley County Clerk's Office. As per official oath and bond recorded below.**



Texas



# Western Surety Company

## OFFICIAL BOND AND OATH

THE STATE OF TEXAS }  
County of Hockley } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 63631296

That we, Pamela Dee Kiser, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Hockley, his successors in office, in the sum of Forty Thousand and 00/100 DOLLARS (\$40,000.00), for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 15th day of January, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, duly appointed (Elected—Appointed) to the office of County Clerk \_\_\_\_\_ in and for Hockley County, State of Texas, for a term of one year commencing on the 1st day of April, 2020.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall <sup>4</sup> faithfully perform the duties of office.

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Pamela Kiser  
Principal

WESTERN SURETY COMPANY  
By Paul T. Buflat  
Paul T. Buflat, Vice President

ACKNOWLEDGMENT OF PRINCIPAL

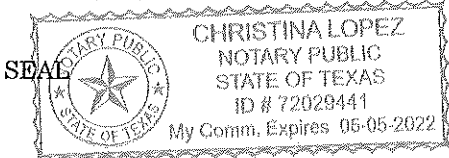
THE STATE OF TEXAS

County of Hockley } ss

Before me, Christina Lopez  
Tamla Lee Blair, on this day, personally appeared  
Tamla Lee Blair, 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 and consideration therein  
expressed.

Given under my hand and seal of office at Muriland, Texas, this  
29th day of May, 2020.

Christina Lopez  
Hockley County, Texas



OATH OF OFFICE  
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute  
the duties of the office of \_\_\_\_\_, of the State of  
Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States  
and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or  
promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or  
employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore  
solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the  
County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me  
as fees of office. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of  
\_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

OATH OF OFFICE  
(General)

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully  
execute the duties of the office of \_\_\_\_\_, of the State of Texas,  
and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this  
State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to  
pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment,  
as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed \_\_\_\_\_

Sworn to and subscribed before me at \_\_\_\_\_, Texas, this \_\_\_\_\_ day of  
\_\_\_\_\_.

SEAL \_\_\_\_\_ County, Texas

THE STATE OF TEXAS }  
County of Hockley } ss

The foregoing bond of Pamela Dee Kiser as  
Deputy Clerk in and for Hockley County and State of Texas, this day  
approved in open Commissioner's Court.

ATTEST:  
Jennifer Palermo Clerk  
County Court Hockley County

Date June 8, 2020  
Sharla Baldrige County Judge,  
Hockley County, Texas

THE STATE OF TEXAS }  
County of Hockley } ss

I, Jennifer Palermo County Clerk, in and for said County, do hereby certify  
that the foregoing Bond dated the 8th day of June, 2020, with its certificates of  
authentication, was filed for record in my office the 8th day of June, 2020, at  
9:00 o'clock A M., and duly recorded the 8th day of June, 2020, at  
9:00 o'clock M., in the Records of Official Bonds of said County in Volume \_\_\_\_\_, on page  
\_\_\_\_\_, Doc # \_\_\_\_\_

WITNESS my hand and the seal of the County Court of said County, at office in Levelland,  
Texas, the day and year last above written.

By Jamie Salazar Deputy County Court Hockley County  
Jennifer Palermo Clerk

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
County of Minnehaha } ss

Before me, a Notary Public, in and for said County and State on this 15th day of January,  
2020, personally appeared Paul T. Bruflat to me known to be the identical  
person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the  
aforesaid officer and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the  
free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



P. Dahl  
Notary Public

My Commission Expires June 18, 2025

## OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Sec. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	Gov't Code 43.002	"in the manner prescribed by law, faithfully pay over all money that he collects or that comes into his hands for the state or a county."
County Attorney	\$2,500.	Governor	Commissioners Court	Gov't Code 45.001	"faithfully pay over in the manner prescribed by law all money that he collects or receives for any county or the state."
County Judge	\$1,000 - 10,000.	County Treasurer	Commissioners Court	Gov't Code 26.001	"pay all money that comes into his hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him out of county funds; and not vote or consent to pay out county funds for other than lawful purposes."
County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County	Commissioners Court	Local Gov't Code 82.001	"faithfully perform the duties of office."
Deputy County Clerk	At least 20% of the maximum amount of fees collected in any year during the term of office preceding the term for which the bond is given — \$5,000 minimum, \$500,000 maximum	County for the use and benefit of the County Clerk	Commissioners Court	Local Gov't Code 82.002	"faithfully perform the duties of office."
County Auditor	\$5,000 minimum	District Judge(s)	District Judge(s)	Local Gov't Code 84.007	"faithfully perform the duties of county auditor."
County Treasurer	Established by the commissioners court not to exceed one-half of one percent of the largest amount budgeted for general county maintenance and operations for any fiscal year of the county beginning during the term of office preceding the term for which the bond is to be given — \$5,000 minimum, \$500,000 maximum	County Judge	Commissioners Court	Local Gov't Code 83.002	"faithfully execute the duties of office."
District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor	Commissioners Court	Gov't Code 51.302	"faithfully perform the duties of the office."
Deputy District Clerk	Not less than 20% of the maximum amount of fees collected in any year during the term of office immediately preceding the term for which the bond is given — \$5,000 minimum, \$100,000 maximum	Governor for the use and benefit of the District Clerk	Commissioners Court	Gov't Code 51.309	"faithfully perform the duties of the office."
County School Superintendent	\$1,000.	County governing board unless a county-wide independent school district has been created, in which event the bond is payable to and approved by the County Commissioners Court		Educ. Code 17.49	"faithfully perform his duties."
County Surveyor	Fixed by the Commissioners Court — \$500 minimum, \$10,000 maximum	Not Specified		Nat. Res. Code 23.013	"faithfully perform the duties of the office."
Deputy County Surveyor	Not less than \$500 nor more than \$10,000 (Fixed by the County Surveyor)	County Surveyor		Nat. Res. Code 23.014	"faithfully perform the duties of the office."
Sheriff	Set by the Commissioners Court \$5,000 minimum, \$30,000 maximum	Governor	Commissioners Court	Local Gov't Code 85.001	"faithfully perform the duties of office established by law; account for and pay to the person authorized by law to receive them the fines, forfeitures, and penalties the sheriff collects for the use of the state or a county; execute and return when due the process and precepts lawfully directed to the sheriff, and pay to the person to whom they are due or to the person's attorney the funds collected by virtue of the process or precept; and pay to the county any funds illegally paid, voluntarily or otherwise, to the sheriff from county funds."
County Assessor-Collector (State Bond)	Equal to 5% of the net state collections from motor vehicle sales and use taxes and motor vehicle registration fees in the county during the year ending August 31 preceding the date the bond is given — \$2,500 minimum, \$100,000 maximum	The Governor and the Governor's successors in office	Commissioners Court and the State Comptroller of Public Accounts	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."

## OFFICIAL BOND REQUIREMENTS - continue

County Assessor-Collector (County Bond)	Equal to 10% of the total amount of county taxes imposed in the preceeding tax year, \$100,000 maximum	Commissioners Court	Commissioners Court	Tax Code 6.28	"faithful performance of the person's duties as assessor-collector."
County Commissioner	\$3,000.	County Treasurer	County Judge	Local Gov't Code 81.002	"faithfully perform the commissioner's official duties and reimburse the county for all county funds illegally paid to him and will not vote or consent to make a payment of county funds except for a lawful purpose."
Justice of the Peace	\$5,000 maximum	County Judge	Not Specified	Gov't Code 27.001	"faithfully and impartially discharge the duties required by law and promptly pay to the entitled party all money that comes into his hands during the term of office."
Constable	Set by the Commissioners Court \$500 minimum — \$1,500 maximum	The Governor and the Governor's successors in office	Commissioners Court	Local Gov't Code 86.002	"faithfully perform the duties imposed by law."
County Public Weigher and Deputies	\$2,500	County Judge	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."
State Public Weigher	\$10,000	State of Texas	Department of Agriculture	Agric. Code 13.256	"accurately weigh or measure commodities reflected on certificates issued by him, protect the commodities that he is registered to weigh or measure, and comply with all laws and rules governing public weighers."

3. If precinct insert the number.  
4. Conditions.

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One County Clerk County of Hockley

bond with bond number 63631296

for Pamela Dee Kiser

as Principal in the penalty amount not to exceed: \$40,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

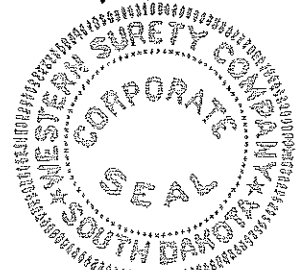
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 15th day of January, 2020.

ATTEST

A. Viator  
A. Viator, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 15th day of January, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and A. Viator

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



P. Dahl  
My Commission Expires June 18, 2025  
Notary Public





**Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved to award the bid for a 2020 pickup for use in Precinct 4, which is tabled item number 5 from a previous agenda dated June 1, 2020. As per John Roley Autocenter Levelland, Inc. dealer information recorded below.**





# Vehicle Locator

### Dealer Information

JOHN ROLEY AUTOCENTER LEVELLAND, INC.

403 E STATE RD #114

LEVELLAND, TX 79336

Phone: 806-894-6141

Fax:

3GCMNWAEEF2KG179244

Model Year: 2019

Make: Chevrolet

Model: 1500 Silverado

CC10903-LWB, 2WD, Reg Cab Pickup

PEG: 1WT-1WT Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim

Engine: L82-Engine: 5.3L, EcoTec3 V-8, DI, Active Fuel Mgt, V V T

Transmission: MYC-6-Speed Automatic

Event Code: 5000-Delivered to Dealer

Order #: WRTJQ7

MSRP: \$33,020.00

Order Type: FBC-Fleet Political Subdivision

Stock #: C9382

Inventory Status: N/A

Total Cash Allowance:\* \$4,500.00  
(Expires on 06/30/2020)

### Additional Vehicle Information

### GM Marketing Information

### Vehicle Options

All Options

1WT-1WT Work Truck Preferred Equipment Group  
 AQQ-Keyless Remote Entry  
 BG9-Floor Covering: Rubberized Vinyl, Black  
 DLF-Mirrors, O/S, Power, Heated  
 FE9-Federal Emissions  
 GU6-Rear Axle: 3.42 Ratio  
 IOR-Chevrolet Infotainment, 8" Color Screen  
 KC4-Cooler, Engine Oil  
 KW7-Alternator, 170 AMP

MYC-6-Speed Automatic  
 QBR-Tire, Spare: 255/70 R17 All Season, Blackwall  
 RD6-Wheels: 17" Steel - Painted Ultra Silver  
 UVC-Rear Vision Camera  
 Z82-Trailer Package

A52-Seats: Front 40/20/40 Split Bench  
 AU3-Power Door Locks  
 C5U-GVW Rating 6800 Lbs  
 E63-Durabed  
 GAZ-Summit White  
 H2G-1WT-Vinyl, Jet Black, Interior Trim  
 K34-Cruise Control  
 KNP-Transmission Cooling System  
 L82-Engine: 5.3L, EcoTec3 V-8, DI, Active Fuel Mgt, V V T  
 QBN-Tires: 255/70 R17 All Season, Blackwall  
 QT5-Tailgate Function--EZ Lift, Power Lock & Release  
 SAF-Spare Tire Lock  
 VK3-Front License Plate Mounting Provisions  
 ZLQ-Fleet Convenience Package

~" indicates vehicle belongs to Trading Partner's inventory

### Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Cash Allowance is calculated based on your dealer's Zip Code. Customer must take delivery by 06/30/2020.



# John Roley Autocenter Levelland, Inc

1403 East State Road 114 - LEVELLAND, TX 79336

Phone: 806-894-6141

Purchase Date: 06/05/20

Salesperson: Stephen St. Clair

## Cash Disclosure

Phone: 806-894-6141

Fax: 806-894-5110

**Buyer:**

Hockley County  
802 Houston  
Levelland, TX 79336  
Work: 806-894-3185

**Co-Buyer:**

### Purchased Vehicle

Stock #	Vehicle	Color	Miles	VIN
C9382	2019 CHEVROLET SILVERADO	WHITE	8	3GCNWAEF2KG179244

### Purchases & Fees

<b>Selling Price</b>	Selling Price	\$24,982.00
<b>Fees</b>	Documentation	\$149.00
<b>Taxes</b>	Tax 1	\$0.00
	Tax 2	\$60.53
	Tax 3	\$0.00
<b>Total Cash Price</b>		<b>\$25,191.53</b>

### Monies Received




<b>Trades</b>	Total Trade Allowance	\$0.00
	Total Trade Payoff	\$0.00
	<b>Total Trade Net</b>	<b>\$0.00</b>
<b>Down Payment</b>	Cash Deposit	\$0.00
	Cash Down Payment	\$0.00
	Deferred Cash	\$0.00
	<b>Total Credits</b>	<b>\$0.00</b>
<b>Total Cash Price</b>		<b>\$25,191.53</b>
<b>Total Credits (-)</b>		<b>\$0.00</b>
<b>Balance Due</b>		<b>\$25,191.53</b>



**Motion by Commissioner Carter, seconded by Commissioner Thrash, 4 Votes Yes,  
0 Votes No, that Commissioners' Court approved a tax Deed for Lot Twenty-eight (28), Block Two (2),  
Smallwood Addition to the City of Levelland, Hockley County, Texas, (R17723) to be purchased by Joe M.  
Rico for the amount of \$1400.00. As per Tax Deed recorded below.**





<b>HOCKLEY COUNTY</b> Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	<b>DOCUMENT #:</b> 20200002347 <b>RECORDED DATE:</b> 08/10/2020 11:41:39 AM 
<b>OFFICIAL RECORDING COVER PAGE</b>	
<b>Document Type:</b> TAX DEED <b>Transaction Reference:</b> <b>Document Reference:</b>	<b>Transaction #:</b> 756166 - 8 Doc(s) <b>Document Page Count:</b> 7 <b>Operator Id:</b> JSalazar
<b>RETURN TO:</b> () TEXAS COMMUNITIES GROUP LLC PO BOX 792 LUBBOCK, TX 79408	<b>SUBMITTED BY:</b> TEXAS COMMUNITIES GROUP LLC PO BOX 792 LUBBOCK, TX 79408
DOCUMENT # : 20200002347 RECORDED DATE: 08/10/2020 11:41:39 AM	
I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.	
	 <b>Jennifer Palermo</b> Hockley County Clerk

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**TAX DEED**

STATE OF TEXAS           §  
   §  
 COUNTY OF HOCKLEY       §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. 93-06-1826 styled Hockley County, vs. Tillmon, Gloria et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 18th day of December, 2006, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 18th day of December, 2006 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$1,400.00)**, said amount being the highest and best offer received from **Joe M. Rico, 601 17th Street, Levelland, TX 79336**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Twenty-eight (28), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas., (R17723)**



WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Joe M. Rico, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EXECUTED this 5 day of August, 2020.

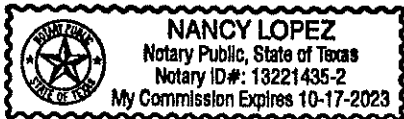
CITY OF LEVELLAND

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST: Andreanna Corley  
City Secretary

This instrument was acknowledged before me on the 5<sup>th</sup> day of August 2020, by  
Barbara Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas







HOCKLEY COUNTY

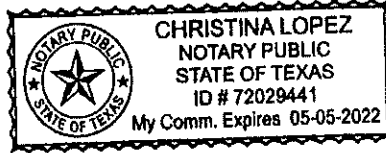
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo  
County Clerk

This instrument was acknowledged before me on the 8<sup>th</sup> day of June, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas






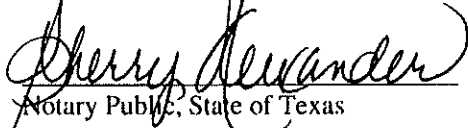
**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

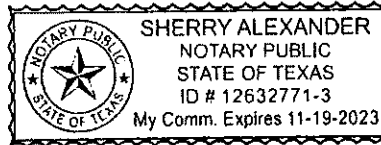
By:   
Tania Moody, Board President

ATTEST:

  
Board Secretary

This instrument was acknowledged before me on the 11 day of June 2020, by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas





SOUTH PLAINS JR. COLLEGE

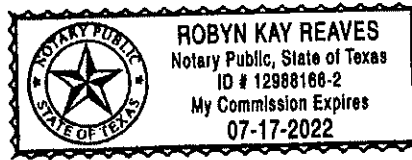
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

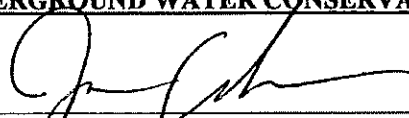
This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas



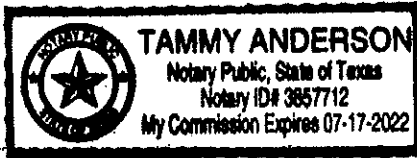


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 10<sup>th</sup> day of June 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas










**Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Lot Twenty-nine (29), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas, (R17724) to be purchased by Joe M Rico for the amount of \$900.00. As per Tax Deed recorded below.**



<b>HOCKLEY COUNTY</b> Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	<b>DOCUMENT #:</b> 202000002349 <b>RECORDED DATE:</b> 08/10/2020 11:41:41 AM 	
<b>OFFICIAL RECORDING COVER PAGE</b>		Page 1 of 8
<b>Document Type:</b> TAX DEED <b>Transaction Reference:</b> <b>Document Reference:</b>	<b>Transaction #:</b> 756166 - 8 Doc(s) <b>Document Page Count:</b> 7 <b>Operator Id:</b> JSalazar	
<b>RETURN TO:</b> () TEXAS COMMUNITIES GROUP LLC PO BOX 792 LUBBOCK, TX 79408	<b>SUBMITTED BY:</b> TEXAS COMMUNITIES GROUP LLC PO BOX 792 LUBBOCK, TX 79408	
DOCUMENT # : 202000002349 RECORDED DATE: 08/10/2020 11:41:41 AM		
I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.		
	 <b>Jennifer Palermo</b> Hockley County Clerk	

# PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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**TAX DEED**

STATE OF TEXAS           §  
   §  
 COUNTY OF HOCKLEY       §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. 93-06-1826 styled Hockley County, vs. Tillmon, Gloria et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 18th day of December, 2006, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 18th day of December, 2006 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **NINE HUNDRED DOLLARS AND 00/100 (\$900.00)**, said amount being the highest and best offer received from **Joe M. Rico, 601 17th Street, Levelland, TX 79336**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Twenty-nine (29), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas., (R17724)**

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Page1

*Approved in form by R. Douglas Jordan, PLLC*

**Tax Deed: Joe M. Rico, 601 17th Street, Levelland, TX 79336(R17724)**



WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Joe M. Rico, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.





EXECUTED this 5 day of August, 2020.

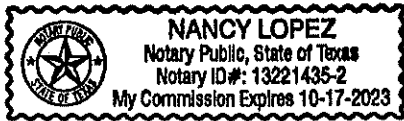
CITY OF LEVELLAND

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST Andredon Corley  
City Secretary

This instrument was acknowledged before me on the 5<sup>th</sup> day of August, 2020, by  
Barbra Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas





HOCKLEY COUNTY

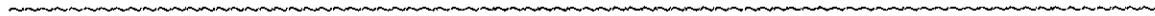
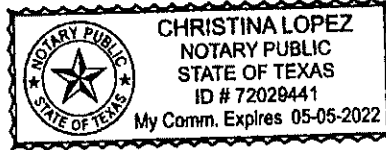
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo  
County Clerk

This instrument was acknowledged before me on the 9th day of June, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas






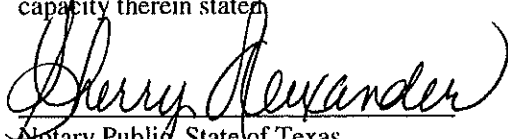
**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

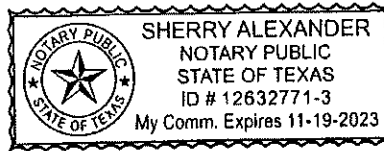
By:   
Tania Moody, Board President

ATTEST:

  
Board Secretary

This instrument was acknowledged before me on the 11 day of June 2020, by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas





SOUTH PLAINS JR. COLLEGE

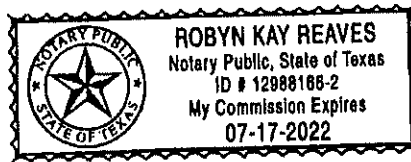
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

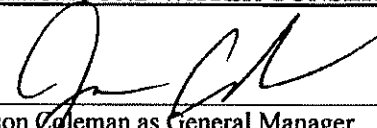
[Signature]  
Notary Public, State of Texas





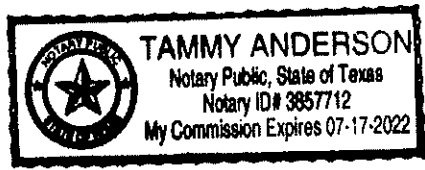


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 10<sup>th</sup> day of JUNE 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.




  
Notary Public, State of Texas





**Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Lot Thirty (30), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas, (R17725) to be purchased by Joe M. Rico for the amount of \$900.00. As per Tax Deed recorded below.**



<b>HOCKLEY COUNTY</b> Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185	<b>DOCUMENT #:</b> 202000002348 <b>RECORDED DATE:</b> 08/10/2020 11:41:40 AM 
<b>OFFICIAL RECORDING COVER PAGE</b>	
<b>Document Type:</b> TAX DEED <b>Transaction Reference:</b> <b>Document Reference:</b>	<b>Transaction #:</b> 756166 - 8 Doc(s) <b>Document Page Count:</b> 7 <b>Operator Id:</b> JSalazar
<b>RETURN TO:</b> () TEXAS COMMUNITIES GROUP LLC PO BOX 792 LUBBOCK, TX 79408	<b>SUBMITTED BY:</b> TEXAS COMMUNITIES GROUP LLC PO BOX 792 LUBBOCK, TX 79408
DOCUMENT # : 202000002348 RECORDED DATE: 08/10/2020 11:41:40 AM	
I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.	
	 <b>Jennifer Palermo</b> Hockley County Clerk

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**TAX DEED**

STATE OF TEXAS            §  
   §  
 COUNTY OF HOCKLEY       §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. 93-06-1826 styled Hockley County, vs. Tillmon, Gloria et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 18th day of December, 2006, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 18th day of December, 2006 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **NINE HUNDRED DOLLARS AND 00/100 (\$900.00)**, said amount being the highest and best offer received from **Joe M. Rico, 601 17th Street, Levelland, TX 79336**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Thirty (30), Block Two (2), Smallwood Addition to the City of Levelland, Hockley County, Texas., (R17725)**





WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Joe M. Rico, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

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GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EXECUTED this 5 day of August, 2020.

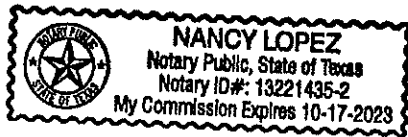
**CITY OF LEVELLAND**

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST Anderson Corley  
City Secretary

This instrument was acknowledged before me on the 5<sup>th</sup> day of August 2020, by Barbara Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas





HOCKLEY COUNTY

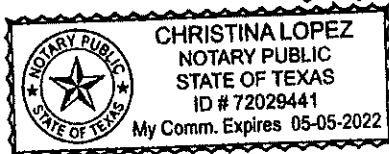
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo  
County Clerk

This instrument was acknowledged before me on the 8th day of June, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas

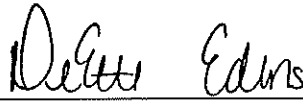




**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

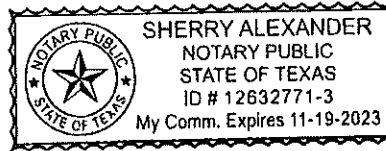
By:   
Tania Moody, Board President

ATTEST:

  
Board Secretary

This instrument was acknowledged before me on the 11 day of June 2020, by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas



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SOUTH PLAINS JR. COLLEGE

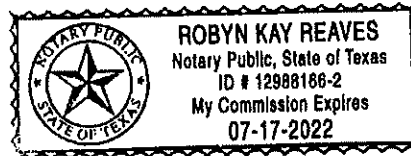
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

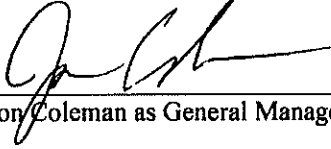
This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2020, by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas



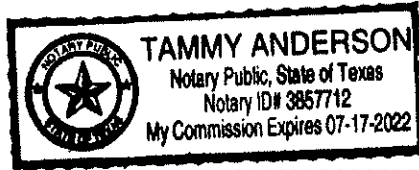


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 10<sup>th</sup> day of June 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.




  
Notary Public, State of Texas





**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Lots Forty-Nine (49) and Fifty (50), in Block One (1), of Smallwood Addition to the City of Levelland, Hockley County, Texas, (R4449) to be purchased by Shannon Whitfield for the amount of \$110.00. As per Tax Deed recorded below.**



|                                                                                                                                                                 |                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOCKLEY COUNTY</b><br>Jennifer Palermo<br>Hockley County Clerk<br>802 Houston St. Suite 213<br>Levelland, TX 79336<br>Phone: 806-894-3185                    | <b>DOCUMENT #:</b> 202000002344<br><b>RECORDED DATE:</b> 08/10/2020 11:41:36 AM<br> |
| <b>OFFICIAL RECORDING COVER PAGE</b> <span style="float: right;">Page 1 of 8</span>                                                                             |                                                                                                                                                                       |
| <b>Document Type:</b> TAX DEED<br><b>Transaction Reference:</b><br><b>Document Reference:</b>                                                                   | <b>Transaction #:</b> 756166 - 8 Doc(s)<br><b>Document Page Count:</b> 7<br><b>Operator Id:</b> JSalazar                                                              |
| <b>RETURN TO:</b> ()<br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                          | <b>SUBMITTED BY:</b><br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                                |
| DOCUMENT # : 202000002344<br>RECORDED DATE: 08/10/2020 11:41:36 AM                                                                                              |                                                                                                                                                                       |
| I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County. |                                                                                                                                                                       |
|                                                                                | <br><b>Jennifer Palermo</b><br>Hockley County Clerk                                  |

# PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**





“NOTICE OF CONFIDENTIALITY RIGHTS: 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.”

**TAX DEED**

STATE OF TEXAS           §  
                                           §  
 COUNTY OF HOCKLEY       §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of County, Texas; in Cause No. TX14-04-2755 styled Hockley County, et al, vs. Anderson, Olivia, deceased, the unknown heirs of, et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 9th day of October, 2014, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 9th day of October, 2014 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE HUNDRED TEN DOLLARS AND 00/100 (\$110.00)**, said amount being the highest and best offer received from **Shannon Whitfield, 212 13th Street, Levelland, TX 79336**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lots Forty-nine (49) and Fifty (50) in Block One (1) of the Smallwood Addition to the City of Levelland, Hockley County, Texas, (R4449)**

Page1

*Approved in form by R. Douglas Jordan, PLLC*

**Tax Deed: Shannon Whitfield, 212 13th Street, Levelland, TX 79336(R4449)**



WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Shannon Whitfield, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EXECUTED this 5 day of August, 2020.

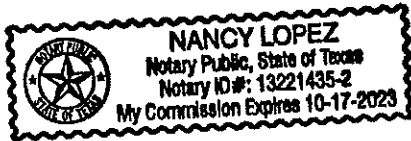
CITY OF LEVELLAND

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST: Andrea Corley  
City Secretary

This instrument was acknowledged before me on the 5 day of August 2020 by Barbara Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas





HOCKLEY COUNTY

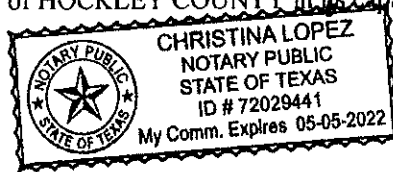
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo  
County Clerk

This instrument was acknowledged before me on the 8<sup>th</sup> day of June, 2020 by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas



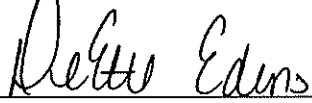




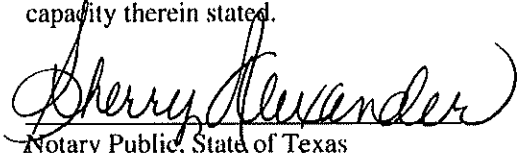
**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

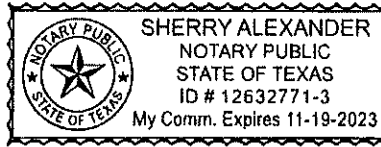
By:   
Tania Moody, Board President

ATTEST:

  
Board Secretary

This instrument was acknowledged before me on the 11 day of June, 2020, by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas



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SOUTH PLAINS JR. COLLEGE

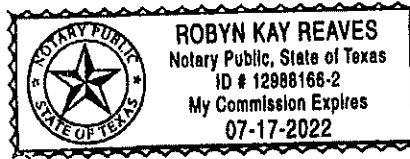
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

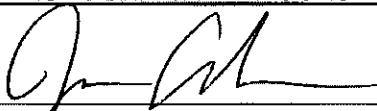
This instrument was acknowledged before me on the 17<sup>th</sup> day of July 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas



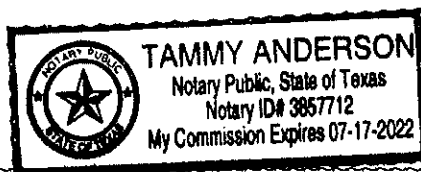


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 10<sup>th</sup> day of JUNE 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas








**Motion by Commissioner Thrash, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Lot Six (6), Block Sixty (60), of the Original Town of Levelland, Hockley County, Texas, (R8583) to be purchased by Greg's Backhoe Service, Inc, for the amount of \$5,050.00. As per Tax Deed recorded below.**





|                                                                                                                                                                 |                                                                                                                                                                       |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>HOCKLEY COUNTY</b><br>Jennifer Palermo<br>Hockley County Clerk<br>802 Houston St. Suite 213<br>Levelland, TX 79336<br>Phone: 806-894-3185                    | <b>DOCUMENT #:</b> 202000002343<br><b>RECORDED DATE:</b> 08/10/2020 11:41:35 AM<br> |             |
| <b>OFFICIAL RECORDING COVER PAGE</b>                                                                                                                            |                                                                                                                                                                       | Page 1 of 8 |
| <b>Document Type:</b> TAX DEED<br><b>Transaction Reference:</b><br><b>Document Reference:</b>                                                                   | <b>Transaction #:</b> 756166 - 8 Doc(s)<br><b>Document Page Count:</b> 7<br><b>Operator Id:</b> JSalazar                                                              |             |
| <b>RETURN TO:</b> ()<br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                          | <b>SUBMITTED BY:</b><br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                                |             |
| DOCUMENT # : 202000002343<br>RECORDED DATE: 08/10/2020 11:41:35 AM                                                                                              |                                                                                                                                                                       |             |
| I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County. |                                                                                                                                                                       |             |
|                                                                                | <br><b>Jennifer Palermo</b><br>Hockley County Clerk                                  |             |

# **PLEASE DO NOT DETACH**

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"NOTICE OF CONFIDENTIALITY RIGHTS: 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."

### TAX DEED

STATE OF TEXAS           §  
                                           §  
 COUNTY OF HOCKLEY       §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. 08-11-2602 styled Hockley County vs. "A Christian Church", Now Defunct - The Unknown Elders, Deacons, Trustees and Members of, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 11th day of July, 2011, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 11th day of July, 2011 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FIVE THOUSAND FIFTY DOLLARS AND 00/100 (\$5,050.00)**, said amount being the highest and best offer received from **Greg's Backhoe Service, Inc., PO Box 454, Levelland, TX 79336** receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Six (6) in Block Sixty (60) of the Original Town of Levelland, Hockley County, Texas, (R8583)**



WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Greg's Backhoe Service, Inc., his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EXECUTED this 5 day of August, 2020.

**CITY OF LEVELLAND**

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST: Andrea Conley  
City Secretary

This instrument was acknowledged before me on the 5 day of August, 2020 by  
Barbra Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas







HOCKLEY COUNTY

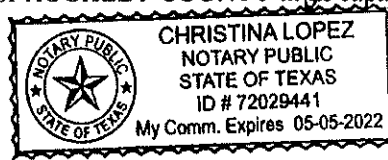
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo  
County Clerk

This instrument was acknowledged before me on the 8th day of June, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas

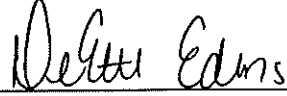





**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

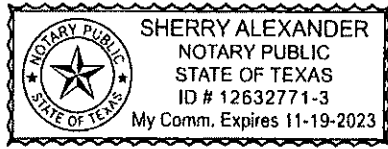
By:   
Tania Moody, Board President

ATTEST:

  
Board Secretary

This instrument was acknowledged before me on the 11 day of June 2020, by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas





SOUTH PLAINS JR. COLLEGE

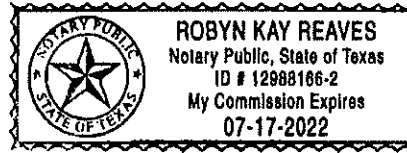
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

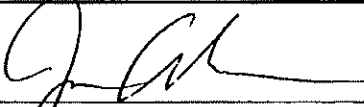
This instrument was acknowledged before me on the 17<sup>th</sup> day of July 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas



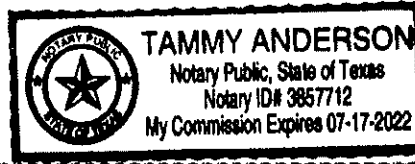


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 10<sup>th</sup> day of June 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas


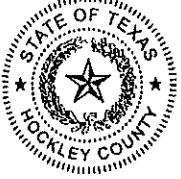







**Motion by Commissioner Barnett, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Lot Five (5), Block Eighty (80), in the Original Town of Levelland, Hockley County, Texas, (R19255) to be purchased by Charles Oswalt for the amount of \$800.00. As per Tax Deed recorded below.**



|                                                                                                                                                                 |                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOCKLEY COUNTY</b><br>Jennifer Palermo<br>Hockley County Clerk<br>802 Houston St. Suite 213<br>Levelland, TX 79336<br>Phone: 806-894-3185                    | <b>DOCUMENT #:</b> 20200002346<br><b>RECORDED DATE:</b> 08/10/2020 11:41:38 AM<br> |
| <b>OFFICIAL RECORDING COVER PAGE</b>                                                                                                                            |                                                                                                                                                                      |
| <b>Document Type:</b> TAX DEED<br><b>Transaction Reference:</b><br><b>Document Reference:</b>                                                                   | <b>Transaction #:</b> 756166 - 8 Doc(s)<br><b>Document Page Count:</b> 7<br><b>Operator Id:</b> JSalazar                                                             |
| <b>RETURN TO:</b> ()<br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                          | <b>SUBMITTED BY:</b><br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                               |
| DOCUMENT # : 20200002346<br>RECORDED DATE: 08/10/2020 11:41:38 AM                                                                                               |                                                                                                                                                                      |
| I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County. |                                                                                                                                                                      |
|                                                                                | <br><b>Jennifer Palermo</b><br>Hockley County Clerk                                 |

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**TAX DEED**

STATE OF TEXAS           §  
                                           §  
 COUNTY OF HOCKLEY       §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX11-09-2669 styled Hockley County, vs. Woodward, Clyde Vernon, Deceased, the unknown heirs of, et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 9th day of October, 2012, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 9th day of October, 2012 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **EIGHT HUNDRED DOLLARS AND 00/100 (\$800.00)**, said amount being the highest and best offer received from **Charles Oswalt, 3538 Nightingale Rd., Ropesville, TX 79358**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Five (5), Block Eighty (80) in the Original Town of Levelland, Hockley County, Texas, (R19255)**

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Page1

*Approved in form by R. Douglas Jordan, PLLC*

**Tax Deed: Charles Oswalt, 3538 Nightingale Rd., Ropesville, TX 79358(R19255)**



WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Charles Oswalt, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.





EXECUTED this 5 day of August, 2020.

**CITY OF LEVELLAND**

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST: Andrean Corley  
City Secretary

This instrument was acknowledged before me on the 5<sup>th</sup> day of August 2020, by  
Barbara Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas





HOCKLEY COUNTY

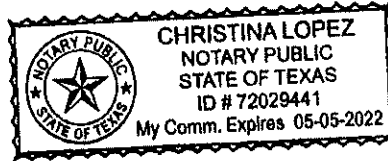
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

James Palermo  
County Clerk

This instrument was acknowledged before me on the 8<sup>th</sup> day of June, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas





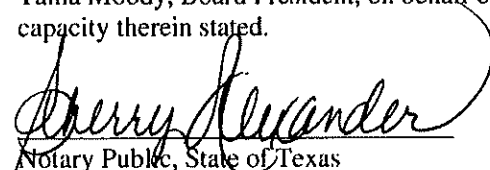
**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

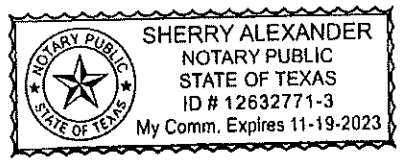
By:   
Tania Moody, Board President

ATTEST:

  
Board Secretary

This instrument was acknowledged before me on the 11 day of June 2020, by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas



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SOUTH PLAINS JR. COLLEGE

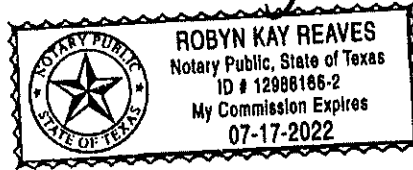
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

This instrument was acknowledged before me on the 17<sup>th</sup> day of July, 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas







**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

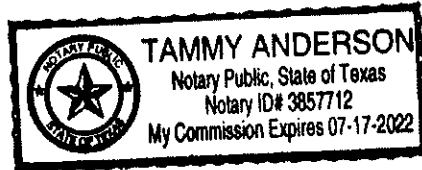
By:   
Jason Coleman as General Manager

ATTEST:

\_\_\_\_\_

This instrument was acknowledged before me on the 10<sup>th</sup> day of June 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas






-----



**Motion by Commissioner Thrash, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Lot Ten (10), Block Thirty-One (31), of the Original Town of Levelland, Hockley County, Texas, (R15041) to be purchased by Philip Ricker for the amount of \$1,226.00. As per Tax Deed recorded below.**



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOCKLEY COUNTY</b><br>Jennifer Palermo<br>Hockley County Clerk<br>802 Houston St. Suite 213<br>Levelland, TX 79336<br>Phone: 806-894-3185                                                                                                                                                                                                                                                                                                                                                        | <b>DOCUMENT #:</b> 202000002342<br><b>RECORDED DATE:</b> 08/10/2020 11:41:34 AM<br> |
| <b>OFFICIAL RECORDING COVER PAGE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                       |
| <b>Document Type:</b> TAX DEED<br><b>Transaction Reference:</b><br><b>Document Reference:</b>                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Transaction #:</b> 756166 - 8 Doc(s)<br><b>Document Page Count:</b> 7<br><b>Operator Id:</b> JSalazar                                                              |
| <b>RETURN TO:</b> ()<br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                                                                                                                                                                                                                                                                                                                                                              | <b>SUBMITTED BY:</b><br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                                |
| DOCUMENT # : 202000002342<br>RECORDED DATE: 08/10/2020 11:41:34 AM                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                       |
| <p>I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.</p> <div style="display: flex; align-items: center;">  <div> <br/> <b>Jennifer Palermo</b><br/> Hockley County Clerk </div> </div> |                                                                                                                                                                       |

# **PLEASE DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**



“NOTICE OF CONFIDENTIALITY RIGHTS: 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.”

**TAX DEED**

STATE OF TEXAS           §  
                                          §  
  
COUNTY OF HOCKLEY    §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. TX15-02-2777 styled Hockley County, et al, vs. Nock, M F Jr, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 26th day of June, 2017, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 26th day of June, 2017 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff’s sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **ONE THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS AND 00/100 (\$1,226.00)**, said amount being the highest and best offer received from **Philip Ricker, 6683 Tiger Rd, Ropesville, Texas 79358**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Ten (10), Block Thirty-One (31), of the Original Town of Levelland, Hockley, Texas, (R15041)**





WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Philip Ricker, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EXECUTED this 5 day of August, 2020.

**CITY OF LEVELLAND**

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST: Andrea Conley  
City Secretary

This instrument was acknowledged before me on the 5<sup>th</sup> day of August 2020, by  
Barbra Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas





HOCKLEY COUNTY

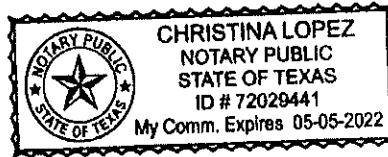
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

Jennifer Palermo  
County Clerk

This instrument was acknowledged before me on the 8<sup>th</sup> day of June, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas





**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

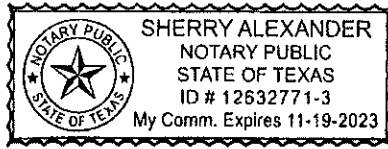
By: [Signature]  
Tania Moody, Board President

ATTEST:

[Signature]  
Board Secretary

This instrument was acknowledged before me on the 11 day of June 2020, by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

[Signature]  
Notary Public, State of Texas







SOUTH PLAINS JR. COLLEGE

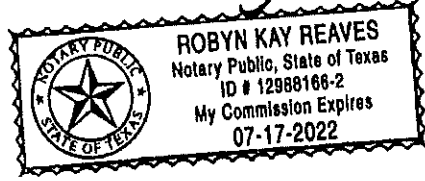
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

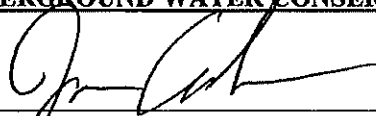
This instrument was acknowledged before me on the 17<sup>th</sup> day of July 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas



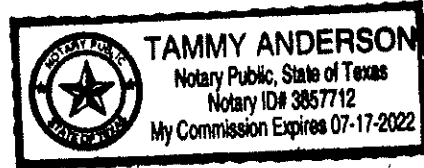


**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

By:   
Jason Coleman as General Manager

This instrument was acknowledged before me on the 10<sup>th</sup> day of June 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.


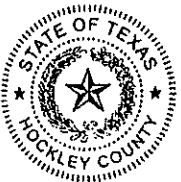

  
Notary Public, State of Texas





**Motion by Commissioner Clevenger, seconded by Commissioner Carter, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved a Tax Deed for Lot Fifty-Nine (59), of the Western Meadows Addition to the City of Levelland, Hockley County, Texas, (R26367) to be purchased by Carysfort Reef, LLC for the amount of \$750.00. As per Tax Deed recorded below.**



|                                                                                                                                                                 |                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOCKLEY COUNTY</b><br>Jennifer Palermo<br>Hockley County Clerk<br>802 Houston St. Suite 213<br>Levelland, TX 79336<br>Phone: 806-894-3185                    | <b>DOCUMENT #:</b> 202000002345<br><b>RECORDED DATE:</b> 08/10/2020 11:41:37 AM<br> |
| <b>OFFICIAL RECORDING COVER PAGE</b>                                                                                                                            |                                                                                                                                                                       |
| <b>Document Type:</b> TAX DEED<br><b>Transaction Reference:</b><br><b>Document Reference:</b>                                                                   | <b>Transaction #:</b> 756166 - 8 Doc(s)<br><b>Document Page Count:</b> 7<br><b>Operator Id:</b> JSalazar                                                              |
| <b>RETURN TO:</b> ()<br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                          | <b>SUBMITTED BY:</b><br>TEXAS COMMUNITIES GROUP LLC<br>PO BOX 792<br>LUBBOCK, TX 79408                                                                                |
| DOCUMENT # : 202000002345<br>RECORDED DATE: 08/10/2020 11:41:37 AM                                                                                              |                                                                                                                                                                       |
| I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County. |                                                                                                                                                                       |
|                                                                                | <br><b>Jennifer Palermo</b><br>Hockley County Clerk                                  |

# **PLEASE DO NOT DETACH**

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“NOTICE OF CONFIDENTIALITY RIGHTS: 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.”

**TAX DEED**

STATE OF TEXAS           §  
                                           §  
 COUNTY OF HOCKLEY       §

WHEREAS, by an Order of Sale issued out of the 286th Judicial District Court of Hockley County, Texas; in Cause No. 97-09-2,130 styled Hockley County, vs. Keith Paxton, et al, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 12th day of December, 2001, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 12th day of December, 2001 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **SEVEN HUNDRED FIFTY DOLLARS AND 00/100 (\$750.00)**, said amount being the highest and best offer received from **Carysfort Reef, LLC, 301 Thelma Drive #520, Casper, WY 82609**, receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

**Lot Fifty-Nine (59), of the Western Meadows Addition to the City of Levelland, Hockley County, Texas, (R26367)**



WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Carysfort Reef, LLC, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EXECUTED this 5 day of August, 2020.

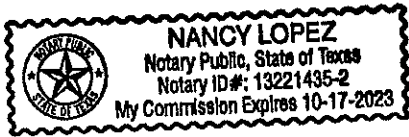
CITY OF LEVELLAND

By: Barbra Pinner  
Barbra Pinner, Mayor

ATTEST: Andrea M Corley  
City Secretary

This instrument was acknowledged before me on the 5 day of August 2020, by  
Barbara Pinner, Mayor, on behalf of CITY OF LEVELLAND in its capacity therein stated.

Nancy Lopez  
Notary Public, State of Texas





HOCKLEY COUNTY

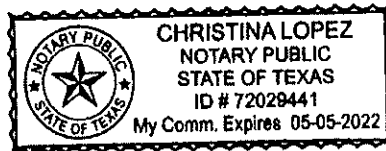
By: Sharla Baldrige  
Sharla Baldrige, County Judge

ATTEST:

Jeremy Palermo  
County Clerk

This instrument was acknowledged before me on the 5<sup>th</sup> day of June, 2020, by Sharla Baldrige, County Judge, on behalf of HOCKLEY COUNTY in its capacity therein stated.

Christina Lopez  
Notary Public, State of Texas







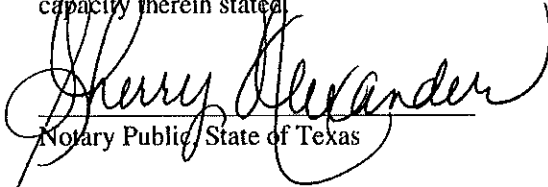
**LEVELLAND INDEPENDENT SCHOOL DISTRICT**

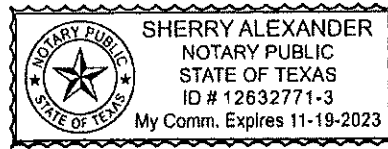
By:   
Tania Moody, Board President

ATTEST:

  
Board Secretary

This instrument was acknowledged before me on the 11 day of June 2020 by Tania Moody, Board President, on behalf of LEVELLAND INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas





SOUTH PLAINS JR. COLLEGE

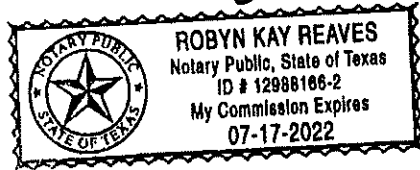
By: Mike Box  
Mike Box, Chairman of Board of Regents

ATTEST:

[Signature]  
Secretary

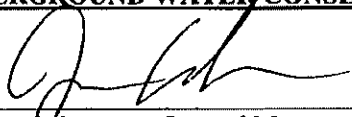
This instrument was acknowledged before me on the 17<sup>th</sup> day of July 2020 by Mike Box, Chairman of Board of Regents, on behalf of SOUTH PLAINS JR. COLLEGE in its capacity therein stated.

[Signature]  
Notary Public, State of Texas





**HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT**

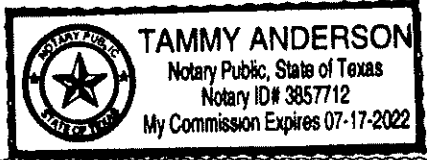
By:   
Jason Coleman as General Manager

ATTEST:

\_\_\_\_\_

This instrument was acknowledged before me on the 10<sup>th</sup> day of June 2020, by Jason Coleman as General Manager, on behalf of HIGH PLAINS UNDERGROUND WATER CONSERVATION DISTRICT in its capacity therein stated.

  
Notary Public, State of Texas





**Motion by Commissioner Thrash, seconded by Commissioner Barnett, 4 Votes Yes,  
0 Votes No, that Commissioners' Court approved a Final Plat, a Replat for Phase I of the Kubie Estates, a  
Subdivision of part of Tract 49, Ropesville Farm Project, located in Precinct 1. As per Plat recorded in  
Cabinet B slide #27.**





**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved to amend or modify the Declaration and 5<sup>th</sup> Ratification of Local Disaster for Public Health Emergency, Amendment, Modification and Replacement dated May 20, 2020.. As per Declaration and 6<sup>th</sup> Ratification of local disaster for public health emergency amendment, modification and replacement Hockley County, Texas (COVID-19) recorded below.**



**DECLARATION AND 6<sup>TH</sup> RATIFICATION OF LOCAL DISASTER  
FOR PUBLIC HEALTH EMERGENCY  
AMENDMENT, MODIFICATION AND REPLACEMENT  
HOCKLEY COUNTY, TEXAS  
(COVID-19)**

**WHEREAS**, a novel coronavirus (COVID-19) has been recognized globally as a contagious respiratory virus; and

**WHEREAS**, COVID-19 continues to spread and to pose an increasing, imminent threat of disaster throughout Hockley County and beyond; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas issued his state-wide disaster proclamation certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

**WHEREAS**, on March 19, 2020, the Hockley County Judge, Sharla Baldrige, declared a local state of disaster for public health emergency pursuant to Section 418.108(a) of the Texas Government Code, based upon the need for extraordinary measures to contain COVID-19 and to prevent its spread throughout Hockley County; and

**WHEREAS**, in each subsequent month effective through June 3, 2020, Governor Abbott has renewed the disaster declaration for all Texas counties; and

**WHEREAS**, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

**WHEREAS**, Governor Abbott has issued Executive Order GA-08 on March 19, 2020, mandating certain social distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

**WHEREAS**, Governor Abbott issued Executive Order GA-14 on March 31, 2020, expanding the social distancing restrictions for Texans based on guidance from health experts and the President; and

**WHEREAS**, Governor Abbott subsequently issued Executive Orders GA-16, GA-18, GA-21, and GA-23 over the course of April and May 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

**WHEREAS**, as normal business operations resume, everyone must act safely, and to that end, the Governor's executive order and prior executive orders provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and



**WHEREAS**, the “governor is responsible for meeting...the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code and the legislature has given the governor broad authority to fulfill that responsibility; and

**WHEREAS**, failure to comply with any executive order issued during COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement; and

**WHEREAS**, on June 3, 2020, the Governor of the State of Texas issued Executive Order GA-26, superseding Executive Order GA-23, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-20, GA-24, or GA-25; and

**WHEREAS**, the Hockley County Commissioners Court has determined that due to the issuance of Executive Order GA-26, and pursuant to Texas Government Code §418.108, the Hockley County Commissioners Court believes it to be in the best interest of the County and its citizens, in order to protect and preserve the public health, safety and welfare, that additional measures must to taken to further contain COVID-19 and prevent its spread throughout Hockley County, continue and amend the extension of the Declaration of Local Disaster, and adopt the measures outlined in Governor Abbott’s Executive Order GA-26;

**NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE HOCKLEY COUNTY COMMISSIONERS COURT OF HOCKLEY COUNTY, TEXAS, THAT:**

**SECTION 1.** The recitals outlined above are found to be true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** All terms and conditions of the Governor’s Executive Order GA-26 are hereby adopted by reference and are incorporated herein as though set forth fully herein. Additionally, the guidelines and recommendations provided by the Governor in conjunction with issuing Executive Order GA-26, are also adopted, to the extent it does not conflict with this Declaration, and all businesses, religious institutions and citizens are encouraged to review and follow said guidelines. A copy of Executive Order GA-26 is attached hereto and incorporated herein as though set forth fully herein.

**a. CITIZENS OVER 65 YEARS OF AGE**

All persons residing in the Hockley County over the age of 65 are strongly encouraged to STAY AT HOME or at their current place of residence as much as possible and to maintain appropriate distance from any member of the household who has been out of the residence in the previous fourteen (14) days. For purposes of this Order, “residence” includes hotels, motels, shared rentals, and similar facilities. If it is necessary to leave the residence, all persons should practice social distancing, good hygiene, environmental cleanliness and sanitation.

**b. ADDITIONAL REQUIREMENTS**

- i. The Hockley County Judge may require additional sanitation, signage, and social distancing practices for any business which remains open.
- ii. For any workplace that remains open, management of the business should facilitate and encourage practicing social distancing and good hygiene; and
- iii. The Hockley County Judge may update the restrictions set out in this Order as necessary to respond to the evolving circumstances of this outbreak during the duration



of the Declaration of Local Disaster issued on March 19, 2020 and extended by the Hockley County Commissioners Court.

**SECTION 3.** To the extent it does not directly conflict with Executive Order GA-26 or other specific terms and conditions of this Declaration, is hereby reaffirmed and extended. In the event of a conflict between this Declaration and any previously renewed and/or amended Declarations, the terms and conditions of this Declaration shall control.

**SECTION 4.** Pursuant to §418.108(c) of the Texas Government Code, this Declaration shall be given prompt and general publicity and shall be filed promptly with the County Clerk of Hockley County, Texas.

**SECTION 5.** In accordance with Texas Government Code §418.173, this Declaration is being issued in Hockley County's Emergency Management Plan and any person who knowingly or intentionally violates this Declaration commits an offense, punishable by a fine up to \$1,000.00.

**SECTION 6.** This Declaration shall go into effect immediately and continue until terminated or amended by the Hockley County Commissioners Court and/or the Hockley County Judge.

**SECTION 7.** That this resolution and order authorizes the Hockley County Judge, pursuant to applicable provisions of Texas Government Code Chapter, on behalf of Hockley County, Texas, to take any actions necessary to promote health and suppress the virus, including the quarantine of persons and occupied structures, examining and regulating hospitals, regulating ingress and egress from Hockley County, regulating ingress and egress to occupied structures, establishment of quarantine stations, emergency hospitals, and other hospitals, enforcing applicable orders issued by the Hockley County Judge, the Governor of the State of Texas or the Texas Department of State Health Services related to suppressing the COVID-19 virus, and insuring compliance for those who do not comply with the County's rules and directives.

**SECTION 8.** That the Hockley County Judge may comport and amend this Declaration and any subsequent order to be consistent with Executive Order GA-26 or any other applicable executive order(s) that have previously been or may be issued by the Governor of the State of Texas.

**SECTION 9.** That the Hockley County Judge is authorized to use all available resources of the Hockley County, Texas reasonably necessary to comply with this resolution.

SO DECLARED AND ORDERED THE 8<sup>TH</sup> DAY OF JUNE, 2020.

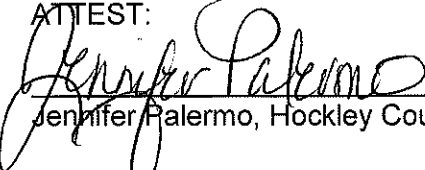
  
Sharla Baldrige, Hockley County Judge

  
Curtis Thrash, Commissioner, Prct. 1

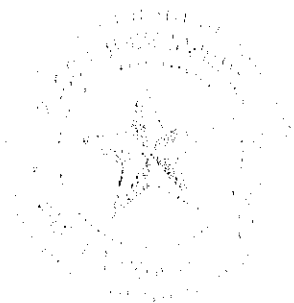
  
Larry Carter, Commissioner, Prct. 2

  
J.L. "Whitey" Barnett, Commissioner, Prct. 3

  
Tommy Clevenger, Commissioner, Prct. 4

ATTEST:  
  
Jennifer Palermo, Hockley County Clerk









GOVERNOR GREG ABBOTT

June 3, 2020

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
4 AM O'CLOCK

  
Secretary of State

The Honorable Ruth R. Hughs  
Secretary of State  
State Capitol Room 1E.8  
Austin, Texas 78701

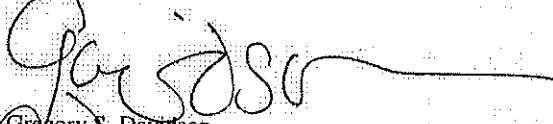
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-26 relating to the expanded opening of Texas in response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,



Gregory S. Davidson  
Executive Clerk to the Governor

GSD/gsd

Attachment



# Executive Order

BY THE  
GOVERNOR OF THE STATE OF TEXAS

Executive Department  
Austin, Texas  
June 3, 2020

EXECUTIVE ORDER  
GA 26

*Relating to the expanded opening of Texas in response to the COVID-19 disaster.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, and GA-23 over the course of April and May 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the "governor is responsible for meeting ... the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code,

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SECRETARY OF STATE  
4PM O'CLOCK

JUN 03 2020



and the legislature has given the governor broad authority to fulfill that responsibility;  
and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor's Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective immediately:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:
  - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
  - b. religious services conducted in churches, congregations, and houses of worship;
  - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
  - d. child-care services;
  - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
  - f. recreational sports programs for youths and adults;
2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
  - a. professional, collegiate, or similar sporting events;
  - b. swimming pools;
  - c. water parks;
  - d. museums and libraries;
  - e. zoos, aquariums, natural caverns, and similar facilities; and
  - f. rodeos and equestrian events;
3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
  - a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
  - b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
  - c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment

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4:11 P.M. O'CLOCK

JUN 03 2020



- and growth services;
4. Amusement parks and carnivals shall operate at no more than 50 percent of the normal operating limits as determined by the owner, except that in counties with more than 1,000 cumulative cases of COVID-19, amusement parks may not begin operating until 12:01 a.m. on June 19, 2020;
  5. For any outdoor gathering estimated to be in excess of 500 people, other than those set forth above in paragraph numbers 1, 2, or 4, the county judge or mayor, as appropriate, in consultation with the local public health authority, may impose additional restrictions;
  6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall increase at 12:01 a.m. on June 12, 2020, to permit such restaurants to operate at up to 75 percent of the total listed occupancy of the restaurant;
  7. For indoor bars and similar indoor establishments that are not restaurants as defined above and that hold a permit from the Texas Alcoholic Beverage Commission, only those customers who are seated may be served;
  8. For any business establishment that is subject to a 50 percent "total listed occupancy" limit or "normal operating limit," and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment starting 12:01 a.m. on June 12, 2020;
  9. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed; and
  10. Staff members are not included in determining operating levels, except for manufacturing services and office workers.

Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus), people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.

People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible. Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall avoid visiting.

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SECRETARY OF STATE  
O'CLOCK

JUN 03 2020





For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-23, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-20, GA-24, or GA-25. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 3rd  
day of June, 2020.

Handwritten signature of Greg Abbott in black ink.

GREG ABBOTT  
Governor

ATTESTED BY:

Handwritten signature of Ruth R. Hughes in black ink.

RUTH R. HUGHES  
Secretary of State

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE  
4 PM O'CLOCK

JUN 03 2020



**Motion by Commissioner Carter, seconded by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that Commissioners' Court approved the 2021 Redistricting project from Bickerstaff Heath Delgado Acosta LLP which is tabled item number 8 from a previous agenda dated February 10, 2020. As per Engagement Agreement recorded below.**



**ORDER NO. \_\_\_\_\_**

**WHEREAS**, Hockley County, Texas (“County”), is a duly organized and operating County of the State of Texas, and its governing body is the Commissioners Court of Hockley County, Texas (“Commissioners Court”); and

**WHEREAS**, the County, by and through its Commissioners Court and pursuant to all relevant authority, desires to retain and acquire legal counsel and the professional legal services of the law firm of Bickerstaff Heath Delgado Acosta LLP of Austin, Texas regarding the matter (“Legal Matter”) described in the attached **Exhibit 1**.

**NOW, THEREFORE, BE IT RESOLVED** that the Commissioners Court of Hockley County, Texas, for and on behalf of the County and in the public interest, hereby finds, orders, and approves the following:

- (1) It is necessary, proper, and advisable for the County and its Commissioners Court to be represented by the following law firm regarding the Legal Matter due to the legitimate and principal interests of the County and the public as herein described: Bickerstaff Heath Delgado Acosta LLP of Austin, Texas (“Law Firm”).
- (2) The Law Firm is retained by the Commissioners Court on behalf of the County, and is hereby formally engaged and hired by the County, to provide legal counsel and related professional and personal services for the County as more particularly described in the Engagement Agreement attached as **Exhibit 1**, and further, the Engagement Agreement is approved by the Commissioners Court for execution by the County Judge.
- (3) Unless otherwise designated, the past, present, or future tense shall each include the other, the masculine, feminine, or neuter gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (4) This order shall take effect immediately from and after its passage.
- (5) All preliminary recitals of this order and all attached documents are incorporated by reference.
- (6) This order was considered and approved at a meeting held in compliance with Chapter 551 of the Texas Government Code, the Texas Open Meetings Act.
- (7) The Commissioners Court by this order grants an exemption regarding the Engagement Agreement from the competitive



bidding and procurement requirements of Section 262.023 of the Texas Local Government Code, pursuant to and in accordance with Section 262.024 of the Texas Local Government Code and other authority, in view of the professional and personal services to be rendered by the Law Firm to the County and its Commissioners Court regarding the Engagement Agreement and Legal Matter.

**ORDERED, ADOPTED, AND APPROVED** on the 8<sup>th</sup> day of June, 2020.

**THE COMMISSIONERS COURT OF  
HOCKLEY COUNTY, TEXAS**

Sharla Baldrige  
County Judge  
Hockley County, Texas

Curtis Thru  
County Commissioner, Precinct 1  
Hockley County, Texas

Ramy Castro  
County Commissioner, Precinct 2  
Hockley County, Texas

J. L. Barnett  
County Commissioner, Precinct 3  
Hockley County, Texas

Don  
County Commissioner, Precinct 4  
Hockley County, Texas

**ATTEST:**  
Jennifer Palermo  
County Clerk  
Hockley County, Texas







**EXHIBIT 1**



# Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Hockley County, Texas and its Commissioners Court ("Client" or "County").

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and Charles R. Kimbrough will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We will only adjust these rates with your consent and will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16<sup>th</sup> of the month and ends on the 15<sup>th</sup> of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 225.1), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.



Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Hockley County, Texas, United States of America. All documents attached to this agreement are incorporated by reference, and correct copies of signatures to this agreement are effective as original signatures.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and the County, please sign the enclosed duplicate original of



this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED:**

**HOCKLEY COUNTY, TEXAS**

By: Sharla Baldrige  
Sharla Baldrige, County Judge  
Date: June 8, 2020

**BICKERSTAFF HEATH DELGADO ACOSTA LLP**

By: Charles R. Kimbrough  
Charles R. Kimbrough, Partner  
Date: JUNE 9, 2020





**Exhibit A – Scope of Services**  
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Redistricting services after release of 2020 Census for Hockley County, Texas; and
- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.



**Exhibit B – Billing Rates**  
Bickerstaff Heath Delgado Acosta LLP

County Commissioner Precincts Initial Assessment

**\$4,500.00 (plus out of pocket expenses)**

The initial assessment will consist of the pre-census tasks, post-census initial data analysis, and a presentation and discussion of the Firm's findings with the Commissioners Court. If the commissioner precincts are determined to be out of balance, we will develop a detailed budget, outline the County's obligations, and produce a timeline for completing the remainder of the redistricting process. We charge \$4,500 for the preparation and presentation of the initial assessment, plus out-of-pocket expenses. If the initial assessment reveals that the commissioner precincts are balanced, and the Court decides not to redistrict, no other fees will be assessed unless additional services are requested.

Redistricting Process

**Hourly Fee Basis (plus out of pocket expenses)**

Charles R. Kimbrough (with an hourly billing rate regarding this agreement of \$315.00 per hour) will be the partner who will perform, coordinate, and supervise the redistricting services we perform on behalf of the Client. Unless otherwise indicated in writing, our fees for legal services related to redistricting are determined on the basis of the hourly rates of the respective lawyers, paralegals and specialists who perform the services, plus out of pocket expenses. These rates vary depending on the expertise and experience of the individual and are indicated below:

Senior Attorneys: \$425-\$480 per hour

Other Attorneys: \$250-\$375 per hour

Senior GIS Specialist: \$230 per hour

GIS Specialist: \$180 per hour

Paralegal: \$180 per hour



## **Exhibit C—Client Costs Advanced**

### **Bickerstaff Heath Delgado Acosta LLP**

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

#### Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

#### Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

#### Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

#### Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

#### Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

#### Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

#### Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

#### Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.



**Exhibit D—Verification Required by Texas Government Code Chapter 2271**  
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED: Charles R. Kimbrough  
Charles R. Kimbrough, Partner  
Bickerstaff Heath Delgado Acosta LLC  
Date: JUNE 5, 2020

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.





There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 8<sup>th</sup> day of June, A. D. 2020, was examined by me and approved.

Curtis' Throck  
Commissioner, Precinct No. 1

J. L. Barnett  
Commissioner, Precinct No. 3

Randy Carter  
Commissioner, Precinct No. 2

Donna  
Commissioner, Precinct No. 4

Sharla Laddidge  
County Judge

Jennifer Palermo  
JENNIFER PALERMO, County Clerk, and  
Ex-Officio Clerk of Commissioners' Court  
Hockley County, Texas



