

OCT 20 2022

Jennifer Palermo

County Clerk, Hockley County, Texas

**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 Monday, the 24th day of October, 2022 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 at 9:00 a.m. on Monday, October 17, 2022.
2. Consider for approval all monthly bills and claims submitted to the Court and dated through October 24, 2022.
3. Presentation of photos by John and Betty Hope of the 100 Year Hockley County Centennial Monument.
4. Consider and take necessary action to approve the Hockley County Veterans Officer, Cara Phelan to accept donations for the Hockley County Veterans Breakfast to be held on November 12, 2022.
5. Consider and take necessary action to approve the Sales Contract for the purchase of property located at 702 Ave. H, Levelland, Texas.
6. Consider and take necessary action to approve the Alarm System Monitoring Agreement between Hockley County and Professional Alarm System Services.

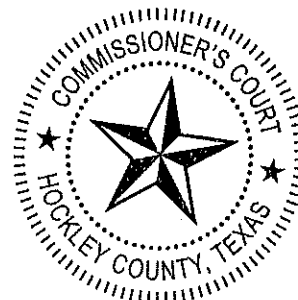
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

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 20th day of October, 2022, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 20th day of October, 2022.

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



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

SPECIAL MEETING
OCTOBER 24, 2022

Be it remembered that on this the 24th day of OCTOBER A.D. 2022, 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 the following members present to-wit:

Sharla Baldrige	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger	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 Carter, second by Commissioner Clevenger, 4 Votes Yes, 0 Votes No, that the Minutes of a Regular Meeting of the Commissioner's Court, held on October 17, 2022, at 9:00 a.m., be approved and stand as read.

Motion by Commissioner Wisdom, second by Commissioner Graf, 4 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through October 24, 2022, A.D. be approved and stand as read.

Presentation of photos by John and Betty Hope of the 100 Year Hockley County Centennial Monument.

Motion by Commissioner Clevenger, second by Commissioner Graf, 4 votes yes, 0 votes No, that Commissioners Court approved Hockley County Veterans Breakfast to be held on November 12, 2022. As per Order to approve acceptance of donations for Veterans breakfast recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

**ORDER TO APPROVE ACCEPTANCE OF DONATIONS
FOR VETERANS BREAKFAST**

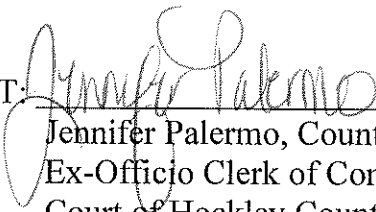
The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that Hockley County Veterans Officer, Cara Phelan is hereby authorized to accept donations for the Hockley County Veterans Breakfast that is scheduled to be held on November 12, 2022.

DONE IN OPEN COURT, this the 24th day of October, 2022, upon motion by Commissioner, Tommy Clevenger and seconded by Commissioner, Seth Graf.



Sharla Baldrige, Hockley County Judge

ATTEST:



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



Motion by Commissioner Carter, second by Commissioner Clevenger, 4 votes yes, 0 votes no, that commissioner's court approved the Sales Contract for the purchase of property located at 702 Ave H. Levelland, Texas. As per sales contract recorded below.

SALES CONTRACT

This is a contract whereby DONALD LELEUX and BONNIE M. LELEUX, f/k/a BONNIE M. WALSH, whose address for the purpose of this contract is 963 S 2nd St., Apt 5, Louisville KY 40203, ("Seller" herein, whether one or more), agrees to sell to HOCKLEY COUNTY, TEXAS, whose address for the purpose of this contract is 802 Houston St., Ste. 103, Levelland, Hockley County, Texas ("Buyer" herein), who agrees to purchase, upon the terms and provisions hereof, the following described property in Hockley County, Texas, to wit:

Lots Seven (7) and Eight (8), Block Thirty-one (31), Original Town of Levelland, Hockley County, Texas, including all improvements located thereon and more commonly known as 702 Ave. H, Levelland, Texas.

1. Contract Sales Price

The sales price for the above-mentioned property is \$25,000.00 to be paid in cash by the Buyer to the Seller at the time of closing.

2. Conveyance and Title Policy

A. Conveyance. Within a reasonable time after closing, Seller shall furnish Buyer at Seller's expense an Owner's Policy of Title Insurance issued by Hockley County Abstract, Ltd., Levelland, Texas, along with a general Warranty Deed, and tax certificates showing no delinquent taxes. The Warranty Deed shall convey a good and merchantable title subject only to the following:

- (1) Easements and right-of-ways, either of record or on the ground.
- (2) The reservation of all of the oil, gas and other minerals by prior owners.
- (3) Any oil and gas leases of record.
- (4) Any City, State, or County regulations in regard to the property being purchased.
- (5) Any state of facts an accurate personal inspection or survey of the property would reveal, to all valid and subsisting restrictions, reservations, covenants and conditions, rights-of-way and easements and other matters of record, if any, and to all governmental rules, ordinances, regulations and laws, if any, affecting the property.

B. Title Policy. The Owner's Policy of Title Insurance hereunder shall be delivered within a reasonable time after the sale is closed, which shall be on or about November 4, 2022, unless attorneys for said Title Company discover objections to title, provided the objections are removed within a reasonable time. It is agreed that by the delivery of an Owner's Policy of Title Insurance (form prescribed by the State Board of Texas) under the terms of this contract, dated as of the date of closing and issued to Buyer in the amount of the total sales price, guaranteeing Buyer's title to be good and

indefeasible subject only to the foregoing exceptions and the following: (1) restrictive covenants affecting the land described or referred to above, (2) shortages in area, (3) any easements, rights-of-way, the prior reservation of all of the oil, gas and other minerals, any oil and gas leases which are outstanding and effect the above described real property, (4) any debts, objections or defects which are outstanding and effect the above-described property. If the title policy will be subject to exceptions other than those recited above in items (1) through (4) inclusive, Seller shall deliver to Buyer the commitment and legible copies of any documents creating exceptions that are not recited in items (1) through (4) above at least five (5) days prior to closing. If Buyer has objection to any such previously undisclosed exceptions, or to any unrecorded easement or adverse condition with respect to the boundaries which are revealed by any survey of the property, Buyer shall have five (5) days after receipt of such commitment, copies, and survey to make written objections to Seller. If no commitment is provided to Buyer at or prior to closing, it will be conclusively presumed that Seller represented at closing that the title policy would not be subject to exceptions other than those recited above.

C. Correction of Defects in Title. In the event that any matter affecting title to such property is not acceptable to Buyer, and Buyer gives notice of such unacceptableness, Seller shall have the option, but shall not be required, to correct such matter. In the event Seller chooses not to correct such matter, then Buyer shall have the option of accepting title with such defect or terminating the contract, thereby releasing Seller from all obligation under the contract and releasing any interest of Buyer in such property.

3. Time of Performance. Time is of the essence of this contract.

4. Remedies. Upon failure of Buyer to comply with any of the terms of this contract, Seller may release Buyer from this contract, or Seller may seek specific performance or such other remedies as may be provided by law. In the event of the failure of Seller to comply herewith for any other reason, Buyer may release Seller from this contract, or Buyer may enforce specific performance hereof or seek such other relief as may be provided by law.

5. Real Estate Commission. The parties agree that no real estate agent has been employed, nor will any commission be owed to any third party in this transaction.

6. Earnest Money. No earnest money deposit is required.

7. Property Condition. This conveyance is made and accepted on an "as is" and "with all faults" basis and without any representation or warranty by, or recourse against Grantor of any kind, expressed or implied, including without limitation, any representation or warranty as to the habitability, fitness or merchantability of the property. Buyer's agreement to accept the Property in its present condition under this paragraph does not preclude Buyer from inspecting the Property.

8. Survey. Buyer will be responsible for the cost of the survey of the premises, if any is required.

9. Possession. Possession of the property to be conveyed pursuant to this Contract will be delivered to the Buyer at the time of closing, and Seller agrees to remove all of their personal property from the premises prior to the closing. Sellers waive any ownership claims to any personal property remaining on the premises thereafter.

10. Contingency of Sale. This contract and the completion of the same shall be contingent upon the Title Commitment showing no restrictions on the property that prevent the Buyer from tearing down the building and constructing a parking lot on the premises.

11. Expenses of the Closing. Seller agrees to pay the cost of the Owner's Title Insurance Policy, preparation of a Warranty Deed, the cost of clearing title defects, if any, one-half of the cost of the preparation of this Contract, and any escrow fee charged to the Seller by Hockley County Abstract, Ltd. Buyer will pay one-half of the cost of the preparation of this Contract and any escrow fee charged by Hockley County Abstract, Ltd. to the Buyer.

12. Ad Valorem Taxes. Taxes for the year 2022 and all prior years have been paid by Seller or will be paid by Seller at closing, and all ad valorem real estate taxes for the year 2022 will be prorated to the date of closing.

13. Attorneys Fees. Any party to this contract who prevails in any legal proceeding brought under or with relation to this contract or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees. If either party fails to close this sale by the Closing Date, the non-defaulting party shall be entitled to exercise the remedies contained in Paragraph 4. In the event of any such action, the venue shall be Hockley County, Texas.

14. Disputes. In the event of any dispute regarding this contract or its subject matter, the parties agree to make a good faith effort to resolve the dispute informally. Failing such agreement, the parties agree that exclusive venue for any litigation will be in Hockley County; that the parties waive their rights to a jury and any trial shall be to the court in a non-jury trial; and the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

15. Closing. Closing shall be at Hockley County Abstract, Ltd., 609 Austin, Levelland, Texas on or about November 4, 2022 (the Closing Date).

16. Binding on All Parties. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, and all releases, indemnities, terms, conditions, representations, warranties and covenants herein shall survive closing.

17. Survival. The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

EXECUTED in multiple originals on this the 24th day of October, 2022.

SELLER:

BUYER:

HOCKLEY COUNTY, TEXAS

Donald Leleux
DONALD LELEUX

By: Sharla Baldrige
SHARLA BALDRIDGE
County Judge

Bonnie Leleux
BONNIE M. LELEUX

Motion by Commissioner Carter, second by Commissioner Graf, 4 votes yes, 0 votes No, commissioners court approved the Alarm System Monitoring Agreement between Hockley County and professional Alarm System Services. As per Professional Alarm System Services recorded below.

PROFESSIONAL ALARM SYSTEM SERVICES

PO BOX 1376, WOLFORTH, TX 79382
TEXAS LICENSES B-17524

ALARM SYSTEM MONITORING AGREEMENT

THIS AGREEMENT made this 24th day of October, 2022, by and between Professional Alarm System Services, Herein after called "Company", and Hockley Co Courthouse, herein after called "Subscriber".
WITNESSETH: That for the considerations and covenants hereinafter specified below and on the reverse side hereof, parties do, for themselves and their assigns mutually agree:

(A) SERVICES: Company agrees to provide 24hour, U.L. listed monitoring services for the equipment, herein after sometimes referred to as "System", set on the premises of Subscriber at:

802 Number Houston St Suite 103 Street Levelland City Tx State 79330 Zip code

(B) TERM AND PAYMENT: Subscriber agrees to pay as follows for the installation and monitoring of the equipment:

(1) The term of this agreement is for _____ months from the date of this agreement. Thereafter, this agreement shall be renewable at the option of the Company, and without further notice for successive one-month terms, unless the Subscriber gives written notice of intent not to renew. Such notice shall be delivered to the Company at least thirty days prior to the expiration of the term.

(2) Subscriber shall pay the sum of Two hundred four dollars ^{00/100} ~~00/100~~ Dollars (\$204.00) ⁺ ~~+~~ plus applicable sales tax, MONTHLY QUARTERLY ANNUALLY, in advance, due on the date printed on the invoice sent by Company. All payments are to be made to the above listed address, Lubbock County, Texas.

(C) RECEIPT OF COPY: Subscriber acknowledges receipt of copy of this agreement.

Subscriber initial _____

(D) COMPANY'S LIABILITY: DISCLAIMER OF WARRANTIES: COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. COMPANY DOES NOT REPRESENT NOR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLD UP, FIRE OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION FOR WHICH IT IS INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR THE CONTENTS THERE OF; THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THIS AGREEMENT HEREOF. SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE FROM FAILURE OF COMPANY TO PERFORM ANY OF THE OBLIGATIONS HEREIN, COMPANY'S LIABILITY SHALL BE LIMITED TO TEN PERCENT (10%) OF THE ANNUAL SERVICE CHARGE OR FIVE HUNDRED DOLLARS (\$500.00), WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, NOT AS A PENALTY; AND THIS LIABILITY SHALL BE EXCLUSIVE. THE PROVISIONS OF THIS SECTION SHALL APPLY TO LOSS OR DAMAGE, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, OR FROM NEGLIGENCE ACTIVE OR OTHERWISE, OF THE COMPANY, ITS AGENTS OR EMPLOYEES. IF SUBSCRIBER WISHES COMPANY TO ASSUME A LIMITED LIABILITY IN LIEU OF THE LIQUIDATED DAMAGES AS HEREIN SET FORTH ABOVE, SUBSCRIBER MAY OBTAIN FROM COMPANY A LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. IF SUBSCRIBER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS, AND AMOUNT OF LIMITED LIABILITY, AND THE ADDITIONAL MONTHLY CHARGE. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER. SUBSCRIBER HAS READ AND UNDERSTANDS THIS AGREEMENT, PARTICULARLY PARAGRAPHS 12 AND 13 WHICH FURTHER SET FORTH COMPANY'S LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

(E) RESIDENTIAL SUBSCRIBERS: YOU THE SUBSCRIBER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION; IF THIS AGREEMENT IS EXECUTED IN OR NEAR THE SUBSCRIBER'S RESIDENCE. CANCELATION SHALL BE IN WRITING AND DELIVERED TO COMPANY.

(F) SPECIAL PROVISIONS:

OMP Access Monitoring 17 doors @ \$12.00 each

Authorized Agent of Company

Williamson

By: X

Sharla Baldrige

Date

10-24-2022

Printed Name

Sharla Baldrige

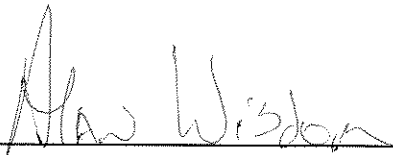
Social Security #

XXX-XX-XXXX

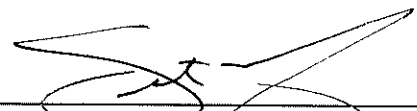
This agreement shall not be binding upon Company unless approved in writing by an officer of Company. In the event of failure of approval, the sole liability of company shall be to refund to subscriber the amount that has been paid to company upon the signing of this agreement. No person has any authority to bind Company in any manner whatsoever unless approved in writing by an officer of Company. The terms and conditions contained on the reverse side of this agreement are incorporated herein and by reference are made a part hereof.

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

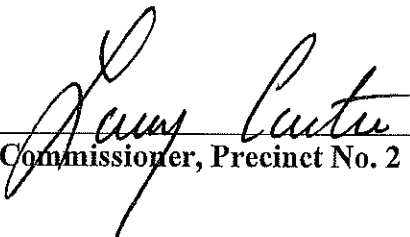
The foregoing Minutes of a Commissioner's Court meeting held on the 24th day of October, A. D. 2022, was examined by me and approved.



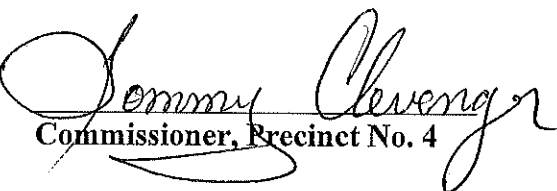
Commissioner, Precinct No. 1



Commissioner, Precinct No. 3




Commissioner, Precinct No. 2



Commissioner, Precinct No. 4



County Judge



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

