



**NOTICE OF MEETING OF THE
COMMISSIONERS COURT OF POLK COUNTY, TEXAS # 58**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on Monday, October 23, 1995 at 10 00 a.m in the County Courthouse, Livingston, Texas, at which time the following subjects will be discussed, to wit

SEE ATTACHED AGENDA

Dated October 18, 1995

Commissioners' Court of Polk County Texas

By *John P. Thompson*
John P. Thompson, County Judge

FILED FOR RECORD

1995 OCT 18 AM 9 46

BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY, TEXAS

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on October 18, 1995, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Notice filed, October 18, 1995

Barbara Middleton, County Clerk

By *Barbara Middleton*



POLK COUNTY, TEXAS

VOL 41 PAGE 905
COMMISSIONERS COURT
AGENDA

for: MONDAY - OCTOBER 23, 1995 - 10:00 A.M.

CALL TO ORDER

- 1 WELCOME - Public Comments & Discussion
- 2 INFORMATIONAL REPORTS
- 3 CONSIDER APPROVAL OF MINUTES for meeting of October 6, 1995

NEW BUSINESS

- 4 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID#95-22 " SALE OF SURPLUS VEHICLE (1977 DODGE 4WD PICKUP TRUCK)"
- 5 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID#95-23 " SALE OF PCT 2 SURPLUS VEHICLES (1981 CHEVY ½ TON PICKUP TRUCK & 1977 FORD WATER TRUCK)
- 6 CONSIDER APPROVAL OF AMOCO PRODUCTION REPLACEMENT DIVISION ORDER (Ref # Polk County School Land 29 1)
- 7 CONSIDER OFFER TO PURCHASE COUNTY (PRECINCT #1) TAX FORE-CLOSURE PROPERTIES, SHELTER COVE #1-LOT 46 -AS DESCRIBED IN CAUSE #93-105 AND FORESTERS RETREAT #3 -LOT 593 -AS DESCRIBED IN CAUSE #94-314
- 8 CONSIDER APPROVAL OF HISTORICAL COMMITTEE APPOINTMENT OF R D HENDRIX
- 9 CONSIDER APPROVAL OF IBM CONTRACT AMENDMENT
- 10 CONSIDER THE CASTING OF VOTING ENTITLEMENT FOR POLK CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS
- 11 CONSIDER REQUEST FOR PUBLICATION OF INTENT TO ABANDON ROAD (I E , AN UNUSED R O W EASEMENT DEEDED TO COUNTY FOR ROAD PURPOSES, ONLY)

CONSENT AGENDA ITEMS

- 12 CONSIDER APPROVAL AND PAYMENT OF BILLS (by Schedule)
- 13 CONSIDER APPROVAL OF PERSONNEL ACTION FORMS

ADJOURN Next regularly scheduled meeting - November 13, 1995, 1995, 10 00 a.m

FILED FOR RECORD

95 OCT 20 AM 9 38

BARBARA MIDDLETON
COUNTY CLERK
POLK COUNTY TEXAS



ADDENDUM TO
NOTICE OF MEETING # 58
COMMISSIONERS COURT OF POLK COUNTY, TEXAS

THE FOLLOWING WILL SERVE TO AMEND THE AGENDA OF THE COMMISSIONERS COURT MEETING SCHEDULED FOR MONDAY, OCTOBER 23, 1995 AT 10 00 A M

ADD;

- 14. **CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO WASTE MANAGEMENT PURCHASE OF DUMP TRUCK. (To include cancellation of previously approved bidding process and approval of government surplus property purchase with statement of bidding exemption status.**
- 15. **CONSIDER AMT (Ambulance) CONTRACT AMENDMENT PERTAINING TO CORPORATION NAME CHANGE.**
- 16. **CONSIDER APPROVAL OF AMENDED (FOREST HILL) CEMETERY PLAT (For filing purposes only).**

Posted on October 20, 1995

Commissioners' Court of Polk County, Texas

By John P. Thompson
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of Polk County Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said notice in the County Courthouse of Polk County, Texas, at a place readily accessible to the general public at all times on October 20, 1995 and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting

Dated October 20, 1995

Barbara Middleton, County Clerk

By Barbara Middleton

STATE OF TEXAS }
 COUNTY OF POLK }

DATE: OCTOBER 23, 1995
 REGULAR CALLED MEETING
 BOBBY SMITH-ABSENT

BE IT REMEMBERED ON THIS THE 23rd DAY OF OCTOBER, 1995 THE HONORABLE COMMISSIONERS COURT MET IN A REGULAR CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT, TO WIT: JOHN P THOMPSON, COUNTY JUDGE, PRESIDING. B.E "SLIM" SPEIGHTS, COMMISSIONER PCT#1, JAMES J "BUDDY" PURVIS, COMMISSIONER PCT#3, R.R."DICK" HUBERT, COMMISSIONER PCT#4, AND BARBARA MIDDLETON, COUNTY CLERK, WHEN & WERE AMONG OTHER PROCEEDINGS HAD, CONSIDERED AND PASSED

1. MEETING WAS CALLED TO ORDER AT 10:00 AM BY JUDGE JOHN THOMPSON.
 PUBLIC COMMENTS NONE
2. INFORMATIONAL REPORTS:
 - a. COMMISSIONER HUBERT, TOLD THE AUDIENCE OF PERSONS STILL STEALING ROAD SIGNS IN HIS PRECINCT HE SAID A \$500.00 REWARD IS STILL BEING OFFERED BY CRIMESTOPPERS TO APPREHEND THE PERSONS RESPONSIBLE.
 - b TAX ASSESSOR-COLLECTOR, "BID" SMITH, GAVE A BRIEF UPDATE ON THE 1995 TAX STATEMENTS. HE SAID THEY WILL BE MAILED OUT IN APPROXIMATELY ONE WEEK.
3. MOTIONED BY R.R "DICK" HUBERT, SECONDED BY B E."SLIM" SPEIGHTS TO APPROVE THE MINUTES FOR MEETING OF OCTOBER 6, 1995.
 ALL VOTING YES.
4. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE BID#95-22, SALE OF SURPLUS VEHICLE (1977 DODGE 4WD PICKUP TRUCK). SALE WAS MADE TO D&C CARTERS CARS, BY COLEMAN CARTER, FOR \$510.00. (SEE ATTACHED BID)
 ALL VOTING YES.
5. MOTIONED BY B E "SLIM" SPEIGHTS, SECONDED BY R.R."DICK" HUBERT TO CONSIDER BIDS RECEIVED ON BID#95-23, "SALE OF PCT.2 SURPLUS VEHICLES (1981 CHEVY 1/2 TON PICKUP TRUCK & 1977 FORD WATER TRUCK). THERE WERE NO BIDS RECEIVED. COURT APPROVED FOR COMMISSIONER SMITH, PCT#2, TO NEGOTIATE SALE OF SURPLUS VEHICLES AND ACCEPT THE BID THAT IS MOST ADVANTAGEOUS TO THE COUNTY.
 ALL VOTING YES.
6. MOTIONED BY B. E. "SLIM" SPEIGHTS, SECONDED BY R.R. "DICK" HUBERT TO APPROVE OF AMOCO PRODUCTION REPLACEMENT DIVISION ORDER (REFERENCE#POLK COUNTY SCHOOL LAND), AND APPROVE JUDGE THOMPSON TO SIGN ON BEHALF OF THE COUNTY.
 ALL VOTING YES.

7. MOTIONED BY B.E."SLIM" SPEIGHTS, SECONDED BY R.R. "DICK" HUBERT TO APPROVE THE SALE OF PRECINCT#1 TAX FORECLOSURE PROPERTY, AS DESCRIBED IN CAUSE#93-105 SHELTER COVE, SEC.1, LOT 46, AND CAUSE #94-314,FORESTERS RETREAT, SEC 3, LOT 593. ALL VOTING YES.
8. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE THE APPOINTMENT OF R.D. HENDRIX TO THE POLK COUNTY HISTORICAL COMMISSION. (SEE ATTACHED LETTER)
ALL VOTING YES.
9. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE OF IBM CONTRACT AMENDMENT, AS RECOMMENDED BY THE AUDITOR, MRS. KAREN REMMERT.
ALL VOTING YES
14. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE THE WASTE MANAGEMENT PURCHASE OF DUMP TRUCK, (TO INCLUDE CANCELLATION OF PREVIOUSLY APPROVED BIDDING PROCESS) AND AUTHORIZE JIM McALISTER TO PROCEED WITH PURCHASE OF TRUCK FROM GOVERNMENT SURPLUS, WHICH IS EXEMPT FROM THE BID PROCESS. (SEE LETTER ATTACHED)
ALL VOTING YES.
15. MOTIONED BY R.R."DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE AMT(AMBULANCE) CONTRACT AMENDMENT PERTAINING TO CORPORATION NAME CHANGE. THE NEW CORPORATION NAME WILL BE RURAL METRO OF TEXAS, DOING BUSINESS AS RURAL METRO AMBULANCE
ALL VOTING YES
16. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY JAMES J."BUDDY" PURVIS TO APPROVE THE (AMENDED PLAT) OF FOREST HILL CEMETERY FOR FILING PURPOSES ONLY IT WILL BE IN PLAT RECORD VOL.11, PAGE 20, IN THE OFFICE OF COUNTY CLERK.
ALL VOTING YES
10. MOTIONED BY JAMES J."BUDDY" PURVIS, SECONDED BY R.R."DICK" HUBERT TO TABLE ACTION, UNTIL NEXT MEETING ON NOV. 13th, ON ITEM#10, "CASTING OF VOTING ENTITLEMENT FOR POLK CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS "
ALL VOTING YES.
11. MOTIONED BY JAMES J "BUDDY" PURVIS, SECONDED BY B.E."SLIM" SPEIGHTS TO APPROVE REQUEST FOR PUBLICATION OF INTENT TO ABANDON ROAD (AN UNUSED R.O.W. EASEMENT FOR ROAD PURPOSES ONLY).
ALL VOTING YES.

12. MOTIONED BY JAMES J. "BUDDY" PURVIS, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE PAYMENT OF BILLS (BY SCHEDULE) AND ONE ADDENDUM.

ALL VOTING YES.

| DATE | AMOUNT: | CHECK NUMBERS: |
|----------|---------------|-----------------|
| 10-6-95 | \$ 167,561.63 | 111470 - 111481 |
| 10-13-95 | 10,016 56 | 111483 - 111590 |
| 10-16-95 | 1,500.00 | 111591 |
| 10-16-95 | 107 38 | 111482 |
| 10-23-95 | 171,853 82 | 111592 - 111756 |
| 10-20-95 | 252,764.79 | 111757 - 111780 |
| 10-17-95 | 4,838.13 | 111793 |

13. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO APPROVE PERSONNEL ACTION FORM, WITH THE EXCEPTION OF #3 AND #7, PENDING EXPLANATION OF THESE ITEMS, FROM EACH DEPARTMENT HEAD, IN THE NEXT COMMISSIONERS COURT MEETING IN TWO WEEKS, NOVEMBER 13, 1995.

ALL VOTING YES.

17. MOTIONED BY R.R. "DICK" HUBERT, SECONDED BY B.E. "SLIM" SPEIGHTS TO ADJOURN COURT THIS 23rd DAY OF OCTOBER, 1995.

ALL VOTING YES.


JOHN THOMPSON, COUNTY JUDGE

ATTEST:


BARBARA MIDDLETON, COUNTY CLERK



Amoco Production Company
Oil and Gas Division Order

VOL **41** PAGE **907**
 ZJPE0D
 Page 1
 09/06/1995

Effective at 7 A M 05/01/1995
 Property Name PCSL SEC 26 1
 Product OIL
 Operator ECHO PRODUCTION INCORPORATED
 Field NOT FOUND
 State TX
 County/Parish THROCKMORTON
 LPM 000000
 Property/DOI 2342500 00001

Description of Property
 BEG 660' S 35 DEG E OF A POINT LOCATED 1200' FROM THE W LINE AND 1850'
 FROM THE S LINE OF SECTION 26; THENCE 660' N 55 DEG E; THENCE 1320' N
 35 DEG W; THENCE 1320' S 55 DEG W; THENCE 1320' S 35 DEG E; THENCE
 660' N 55 DEG E TO POB, CONTAINING 40 ACRES, MORE OR LESS, SITUATED
 IN SEC 26, POLK COUNTY SCHOOL LAND SURVEY, A-239

Special Notes

| Business Associate Number | Name | Type Int | Int Seq | Decimal Interest |
|---------------------------|-------------------|----------|---------|------------------|
| 157038 00 | POLK COUNTY CLERK | RI | 01 | 12500000 |

Type Interest Legend:
 WI - Working Interest OR - Overriding Royalty PP - Production Payment RI - Royalty Interest



Oil and Gas Division Order

To Amoco Production Company
P O Box 591 Tulsa Oklahoma 74102

Each of the undersigned OWNERS warrants he is the owner of the interest set out opposite his name on the reverse side hereof in oil and gas or the proceeds from the sale of oil and gas from the property described on the reverse side hereof and until further written notice either from you or from us the undersigned owner and all other parties executing this instrument hereby authorize you your successors or assigns to receive and measure such sales in accordance with applicable governmental rules and regulations and to give credit as set forth on the reverse side hereof

The following covenants are parts of this instrument and shall be binding on the undersigned their successors legal representatives and assigns

Oil Oil sold hereunder shall be delivered to the carrier designated to gather and receive such oil and shall become your property upon receipt thereof by the carrier designated by you or by any other purchaser to whom you may resell such oil The term oil as used in this division order shall include all marketable liquid hydrocarbons Should the oil produced from the herein described land be commingled with oil produced from one or more other separately owned tracts of land prior to delivery to the designated carrier the commingled oil sold hereunder shall be deemed to be the interest of the undersigned in that portion of the total commingled oil delivered which is allocated to the herein described land on the basis of lease meter readings or any other method generally accepted in the industry as an equitable basis for determining the quantity and quality of oil sold from each separately owned tract Such formula shall be uniformly applied to all owners of an interest in the tracts of land involved

Should the interest of the undersigned in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land this instrument shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan of unitization and all revisions or amendments thereto but otherwise to remain in force and effect as to all other provisions In such event the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil delivered which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land

You agree to pay for the oil sold hereunder at the price posted by you for oil of the same grade and gravity in the same producing field or area on the date said oils received by you or the designated carrier If you do not currently post such a price then until such time as you do so you agree to pay the price established by you You are authorized to reduce the price by those truck barge tanker or pipe line transportation charges as determined by you

Should the oil sold hereunder be resold by you to another purchaser accepting delivery thereof at the same point at which you take title you agree to pay for such oil based upon the volume computation made by such purchaser and at the price received by you for such oil reduced by any transportation charges deducted by such purchaser Quality and quantity shall be determined in accordance with the conditions specified in the price posting You may refuse to receive any oil not considered merchantable by you

Gas Settlements for gas shall be based on the net proceeds realized from the sale thereof after deduction of a fair and reasonable charge for compressing and making it merchantable and for transporting it the gas is sold off the property Where gas is sold subject to regulation by the Federal Power Commission or other governmental authority the price applicable to such sale approved by order of such authority shall be used to determine the net proceeds realized from the sale

Settlements Settlements shall be made monthly by check mailed to the respective parties according to the division of interest herein specified at the latest address known by you less any taxes required by law to be deducted and paid by you applicable to owner's interest

Evidence of Title The oil and gas lease or leases and any amendments ratifications or corrections thereof under which said gas and/or oil is produced are hereby adopted ratified and confirmed as herein and heretofore amended In the event any dispute or question arises concerning the title to the interest of the undersigned in said land and/or the oil or gas produced therefrom or the proceeds thereof you will be furnished satisfactory abstracts or other evidence of title on demand until such evidence of title has been furnished and/or such dispute defect or question of title is corrected or removed to your satisfaction or until indemnity satisfactory to you has been furnished you are authorized to withhold the proceeds of such oil or gas received and on without interest In the event any action or suit is filed in any court affecting the title to the interest of the undersigned in the herein described land or the oil or gas produced therefrom or the proceeds thereof to which the undersigned is a party written notice of the filing of such suit or action shall be immediately furnished you by the undersigned stating the court in which the same is filed and the title of such suit or action You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof

Contingent Interests Whether or not any contingency is expressly stated in this instrument you are hereby relieved of any responsibility for determining when any of the interests herein shall increase diminish terminate be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest or as a result of the expiration of any time or term limitation (either definite or indefinite) and unless you are also the operator of the property as a result of an increase or decrease in production or as a result of a change in the depth the methods or the means of production or as a result of a change in the allocation of production affecting the herein described land or any portion thereof under any agreement or by order of Governmental authority and until you receive notice in writing to the contrary you are hereby authorized to continue to remit without liability pursuant to the division of interest shown herein

Warranties Working Interest Owners and/or Operators and each of them by signature to this instrument certify guarantee and warrant for your benefit and that of any pipe line or other carrier designated to run or transport said oil or gas that all oil or gas delivered hereunder has been and shall be produced from oil lawfully allocated to the herein described land in accordance with all applicable Federal state and local laws orders rules and regulations

This instrument may be executed by one or more but all covenants herein shall be binding upon any party executing same and upon his heirs devisees successors and assigns irrespective of whether other parties have executed this instrument

BY: [Signature] JOHN P. THOMPSON COUNTY JUDGE

74-6001621

Social Security (or Tax ID) Number

POLK COUNTY COURTHOUSE 3RD FLOOR LIVINGSTON, TEXAS 77351

City State Zip

[Signature] Marcia Cook

Witness of Signature

Witness of Signature

Name

Social Security (or Tax ID) Number

Street or Box No

City State Zip

Witness of Signature

Name

Social Security (or Tax ID) Number

Street or Box No

City State Zip



Amoco Production Company

VOL 41 PAGE 909

Oil and Gas Division Order

ZJPE0D
Page 1
09/06/1995

Effective at 7 A M 05/01/1995
 Property Name PCSL 29 1
 Product OIL
 Operator ECHO PRODUCTION INCORPORATED
 Field NOT FOUND
 State TX
 County/Parish THROCKMORTON
 LPN 000000
 Property/DOI 2342400 00001

Description of Property
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Special Notes

| Business Associate Number | Name | Type Int | Int Seq | Decimal Interest |
|---------------------------|-------------------|----------|---------|------------------|
| 157038 00 | POLK COUNTY CLERK | RI | 01 | 12500000 |

Type Interest Legend:
 WI - Working Interest OR - Overriding Royalty PP - Production Payment RI - Royalty Interest



Oil and Gas Division Order

To Amoco Production Company
P O Box 591 Tulsa, Oklahoma 74102

Each of the undersigned OWNERS warrants and warrants he is the owner of the interest set out opposite his name on the reverse side hereof in oil and gas or the proceeds from the sale of oil and gas from the property described on the reverse side hereof and until further written notice either from you or from us the undersigned owner and all other parties executing this instrument hereby authorize you your successors or assigns to receive and measure such sales in accordance with applicable governmental rules and regulations and to give credit as set forth on the reverse side hereof

The following covenants are parts of this instrument and shall be binding on the undersigned their successors legal representatives and assigns

Oil Oil sold hereunder shall be delivered f o b to the carrier designated to gather and receive such oil and shall become your property upon receipt thereof by the carrier designated by you or by any other purchaser to whom you may resell such oil The term oil as used in this division order shall include all marketable liquid hydrocarbons

Should the oil produced from the herein described land be commingled with oil produced from one or more other separately owned tracts of land prior to delivery to the designated carrier the commingled oil sold hereunder shall be deemed to be the interest of the undersigned in that portion of the total commingled oil delivered which is allocated to the herein described land on the basis of lease meter readings or any other method generally accepted in the industry as an equitable basis for determining the quantity and quality of oil sold from each separately owned tract Such formula shall be uniformly applied to all owners of an interest in the tracts of land involved

Should the interest of the undersigned in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land this instrument shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan of unitization and all revisions or amendments thereto but otherwise to remain in force and effect as to all other provisions In such event the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil delivered which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land

You agree to pay for the oil sold hereunder at the price posted by you for oil of the same grade and gravity in the same producing field or area on the date said oils received by you or the designated carrier If you do not currently post such a price then until such time as you do so you agree to pay the price established by you You are authorized to reduce the price by those truck barge tanker or pipe line transportation charges as determined by you

Should the oil sold hereunder be resold by you to another purchaser accepting delivery thereof at the same point at which you take title you agree to pay for such oil based upon the volumetric computation made by such purchaser and at the price received by you for such oil reduced by any transportation charges deducted by such purchaser

Quality and quantity shall be determined in accordance with the conditions specified in the price posting You may refuse to receive any oil not considered merchantable by you

Gas Settlements for gas shall be based on the net proceeds realized from the sale thereof after deduction a fair and reasonable charge for compressing and making it merchantable and for transporting if the gas is sold off the property Where gas is sold subject to regulation by the Federal Power Commission or other governmental authority the price applicable to such sale approved by order of such authority shall be used to determine the net proceeds realized from the sale

Settlements Settlements shall be made monthly by check mailed to the respective parties according to the division of interest herein specified at the latest address known by you less any taxes required by law to be deducted and paid by you applicable to owner's interest

Evidence of Title The oil and gas lease or leases and any amendments ratifications or extensions thereof under which said gas and/or oil is produced are hereby adopted ratified and confirmed as herein and heretofore included In the event any dispute or question arises concerning the title to the interest of the undersigned in said land and/or the oil or gas produced therefrom or the proceeds thereof you will be furnished satisfactory abstracts or other evidence of title upon demand Until such evidence of title has been furnished and/or such dispute defect or question of title is corrected or remedied to your satisfaction or until indemnity satisfactory to you has been furnished you are authorized to withhold the proceeds of such oil or gas received and to retain without interest In the event any action or suit is filed in any court affecting the title to the interest of the undersigned in the herein described land or the oil or gas produced therefrom or the proceeds thereof to which the undersigned or a party written notice of the filing of such suit or action shall be immediately furnished you by the undersigned stating the court in which the same is filed and the title of such suit or action You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof

Contingent Interests Whether or not any contingency is expressly stated in this instrument you are hereby relieved of any responsibility for determining when any of the interests herein shall increase diminish terminate be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest or as a result of the expiration of any time or term limitation (either definite or indefinite) and unless you are also the operator of the property as a result of an increase or decrease in production or as a result of a change in the depth the methods or the means of production or as a result of a change in the allocation of production affecting the herein described land or any portion thereof under any agreement or by order of governmental authority and until you receive notice in writing to the contrary you are hereby authorized to remit without liability pursuant to the division of interest shown herein

Warranties Working Interest Owners and/or Operators and each of them by signature to this instrument certify guarantee and warrant for your benefit and that of any pipe line or other carrier designated to run or transport oil or gas that all oil or gas tenanted hereunder has been and shall be produced from or lawfully allocated to the herein described land in accordance with all applicable Federal state and local laws orders rules and regulations

This instrument may be executed by one or more but all covenants herein shall be binding upon any party executing same and upon his heirs devisees successors and assigns irrespective of whether other parties have executed this instrument

BY: [Handwritten Signature]

JOHN P. THOMPSON
COUNTY JUDGE
74-6001621

Social Security (or Tax ID) Number

POLK COUNTY COURTHOUSE
3RD FLOOR
LIVINGSTON, TEXAS 77351

City State Zip

[Handwritten Signature: Marcia Cook]

Witness of Signature

Witness of Signature

Name

Social Security (or Tax ID) Number

Street or Box No

City State Zip

Witness of Signature

Name

Social Security (or Tax ID) Number

Street or Box No

City State Zip

PCSL SEC 29
023424

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

40 ACRES OUT OF SECTION 29 OF THE POLK COUNTY SCHOOL LAND SURVEY, ABSTRACT
NO 239 THROCKMORTON COUNTY TEXAS, DESCRIBED AS FOLLOWS TO WIT

BEGINNING 1°40 SOUTH AND 615' WEST OF THE NE/C OF SECTION 29 POLK COUNTY
SCHOOL LAND SURVEY, ABSTRACT NO 239, THROCKMORTON COUNTY TX,
THENCE WEST 1320',
THENCE SOUTH 1320',
THENCE EAST 1320',
THENCE NORTH 1320' TO THE POINT OF BEGINNING,

ALL BEING LOCATED IN SECTION 29 OF THE POLK COUNTY SCHOOL LAND SURVEY
ABSTRACT 239, THROCKMORTON COUNTY, TX, INsofar AS DEPTHS FROM THE SURFACE
OF THE EARTH DOWN TO AND INCLUDING, BUT NOT BELOW, 100 BELOW THE
STRATIGRAPHIC EQUIVALENT OF THE DEPTH OF 4960' (WHICH WAS THE TOTAL DEPTH
DRILLED IN THE PCLS 29 1 WELL) LOCATED 660' FROM THE NORTH LINE AND 660' FROM
THE EAST LINE OF SECTION 29 OF THE POLK COUNTY SCHOOL LAND SURVEY, ABSTRACT
239, THROCKMORTON COUNTY, TEXAS

3M Corporation
INSTALLMENT PAYMENT SUPPLEMENT
STATE AND LOCAL GOVERNMENT

Armonk NY 10504
 Date Prepared 08/10/95

State and Address of Customer
 JACK COUNTY
 16 N WASHINGTON
 WINGSTON, TX 77351 2638

IBM Branch Office Address
 HOUSTON/BLT
 TWO RIVERWAY
 HOUSTON TX 77056

IBM Equipment Location
 ALP/PLA Customer Number 7222389/7222389

Customer No 7222388
 IBM Branch Office No 017
 Installation Payment
 Master Agreement No 577D157
 PLMA Amendment Nos
 Quote Validity Date 08/31/95
 Referenced Quote Letter No Q0119091601

Supplement No 100008350
 Referenced Purchase Agreement No 577D157
 Referenced Trade-in Agreement No
 Associated Supplement No

REFERENCE ADDENDUM NO. 00119091601

| Machine or LPU Number | Machine Type/Model/Feature | IBM Plant Order or MDS or Serial Number | Description | Purchase Price or One-Time Charges or Other Amount | State and Local Taxes | Credit (From IBM Trade-in and/or Down Payment) | Amount Financed | Interest Rate | Payment Amount | Term (Number of Payment Periods) | Estimated Installation Date or Intended Financing Date or Effective Date of Additional License |
|-----------------------|----------------------------|---|-----------------------------|--|-----------------------|--|-----------------|---------------|----------------|----------------------------------|--|
| 222388 | 2390/001 | 41172 | IBM PERSONAL PRINTER SERIES | 429 00 | | | 429 00 | 4 49 | 8 00 | IG 60 | 9/15/95 |
| 222388 | 2390/001 | 41174 | IBM PERSONAL PRINTER SERIES | 429 00 | | | 429 00 | 4 49 | 8 00 | IG 60 | 9/15/95 |
| 222388 | 3487/HG3 | | GREEN, 3-YR WARRANTY | 1 142 00 | | | 1 142 00 | 4 49 | 21 29 | IG 60 | 9/15/95 |
| 222388 | 5763/SS1 | | OPERATING SYSTEM/400 V3 | 3 769 99 | | | 3 769 99 | 4 49 | 133 15 79 99 | S 60 | 9/15/95 |
| 222388 | 5769/EB1 | | HE GBB/400 V3 | 3 384 00 | | | 3 384 00 | 4 49 | 63 07 | S 60 | 9/15/95 |
| 222388 | 5763/XA1 | | CLNT ACC/400 FAMILY V3 | 451 00 | | | 451 00 | 4 49 | 8 41 | S 60 | 9/15/95 |
| 222388 | 5763/SS1 | | OPERATING SYSTEM/400 V3 | 254 00 | | | 254 00 | 4 49 | 4 73 | S 80 | 9/15/95 |
| TOTAL FROM ALL PAGES | | | | | | | | | 6 668 35 | | |

1 MONTHLY ANNUAL
 2 OTHER (specify)
 Schedule attached (check)

IBM CORPORATION AND CUSTOMER AGREE THAT THIS SUPPLEMENT INCORPORATES THE INSTALLMENT PAYMENT MASTER AGREEMENT REFERENCED ABOVE. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THE AGREEMENT AND ITS SUPPLEMENT AND UNDERSTANDS THEM AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER CUSTOMER AGREES THAT THE AGREEMENT AND ITS SUPPLEMENT AND ANY REFERENCED QUOTE LETTER ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES SUPERSEDING ALL PROPOSAL OR PRIOR AGREEMENTS ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER THEREOF. DELIVERY OF AN EXECUTED COUNTERPART OF THIS SUPPLEMENT BY FACSIMILE OR ANY OTHER RELIABLE MEANS SHALL BE DEEMED TO BE AS EFFECTIVE FOR ALL PURPOSES AS DELIVERY OF THE MANUALLY EXECUTED COUNTERPART. CUSTOMER UNDERSTANDS THAT WE MAY MAINTAIN A COPY OF THIS SUPPLEMENT IN ELECTRONIC FORM AND AGREES THAT A COPY PRODUCED FROM THE ELECTRONIC FORM OR BY ANY OTHER RELIABLE MEANS (FOR EXAMPLE PHOTOCOPY OR FACSIMILE) SHALL IN ALL RESPECTS BE CONSIDERED EQUIVALENT TO AN ORIGINAL.

Accepted by:
 IBM CORPORATION

POK COUNTY

Initial here
 to request IBM Maintenance
 for equipment

BY _____
 Authorized Signature

BY *Karen Semmet*
 Authorized Signature

08/10/95

SCHEDULE OF BILLS & FUND

| FUND | DESCRIPTION | AMOUNT |
|--------------------|--------------------------|-----------|
| 010 | GENERAL FUND | 8 068 54 |
| 011 | HOTEL OCCUPANCY TAX FUND | 750 00 |
| 015 | ROAD & BRIDGE ACM | 572 48 |
| 032 | ENVIRONMENTAL SERVICES | 214 83 |
| 051 | AGING DEPT | 59 11 |
| 088 | JUDICIARY FUND | 350 00 |
| TOTAL OF ALL FUNDS | | 10 016 56 |

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PA USE

DATE 10-13-95 APPROVED BY Robert Lee Hemmell

John A. Clapper

SCHEDULE OF BILLS BY FUND

| FUND DESCRIPTION | DISBURSEMENTS |
|--------------------|---------------|
| 010 GENERAL FUND | 107.38 |
| TOTAL OF ALL FUNDS | 107.38 |

THE PRECEDING LIST OF BILLS HAS BEEN REVIEWED AND APPROVED FOR PAYMENT
 DATE 10-16-91 APPROVED BY Karen Kammick

Robert P. Olmper

SCHEDULE OF BILLS & FINE

| | |
|--------------------|---------------|
| FUND DESCRIPTION | DISBURSEMENTS |
| 010 GENERAL FUND | 1 500 00 |
| TOTAL OF ALL FUNDS | 1 500 00 |

THE PRECEDING LIST OF BILLS PA ABLE WAS REVIEWED AND APPROVED FOR PA TEN*

APPROVED BY

Robert Remmert
Robert Remmert
Robert Remmert

DATE 10-16-95

SCHEDULE OF BILLS BY FUND

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|-------------------------------|---------------|
| 010 | GENERAL FUND | 61 913 64 |
| 015 | ROAD & BRIDGE ADM | 53 288 95 |
| 032 | ET POLICE TOL SEC ICES | 11 830 31 |
| 044 | LAW LIBRARY FUND | 207 25 |
| 049 | DISPOSAL FUND | 109 77 |
| 051 | AGING DEPT | 11 214 74 |
| 061 | DEBT SERVICE FUND | 8 042 74 |
| 070 | ENV SERVICE - 94 CO ISSUE | 12 109 75 |
| 073 | 994 C O AIL BLDG RENOVY ISSUE | 2 599 70 |
| 090 | DRUG FORFEITURE FUND | 1 350 00 |
| 093 | CO CLERK RECORDS MGMT FUND | 3 658 46 |
| 094 | COUNTY RECORDS MGMT FUND | 826 45 |
| TOTAL OF ALL FUNDS | | 171 853 82 |

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT

DATE 10-23-95

APPROVED BY

James Lee Bennett
 County Auditor
John D. Stanger

Add

SCHEDULE OF BILLS BY FUND

| FUND | DESCRIPTION | DISBURSEMENTS |
|--------------------|--------------------------------|---------------|
| 010 | GENERAL FUND | 94 130 57 |
| 015 | ROAD & BRIDGE ADM | 31 216 18 |
| 032 | ENVIRONMENTAL SERVICES | 10 662 77 |
| 048 | DISTRICT ATTY SPECIAL FUND | 201 30 |
| 049 | DISTRICT ATTY HOT CHECK FUND | 125 84 |
| 051 | AGING DEPT | 8 010 36 |
| 061 | DEBT SERVICE FUND | 27 508 41 |
| 073 | 1994 C O JAIL/BLDG RENOV ISSUE | 2 500 00 |
| 088 | JUDICIARY FUND | 52 244 08 |
| 101 | ADULT SUPERVISION | 18 031 67 |
| 104 | DTP - CSR | 995 95 |
| 107 | CCP CORRIGAN OFF CE | 1 076 17 |
| 108 | CCP - SURVEILLANCE | 1 352 26 |
| 184 | JUVENILE PROBATION | 1 698 46 |
| 185 | CCAP - JUVENILE PROBATION | 3 010 77 |
| TOTAL OF ALL FUNDS | | 252 764 79 |

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PRESENT
 DATE 10-20-95 APPROVED BY *[Signature]*

[Signature]
[Signature]
[Signature]

DATE: OCTOBER 09, 1995 THROUGH OCTOBER 23, 1995

| NO | NAME | DEPT | JOB CLASSIFICATION | TYPE OF EMPLOYEE | SALARY GROUP | ACTION |
|------|-------------------|----------------|---------------------------|-------------------|--------------------|---|
| (1) | JAMES L JONES | JAL | #1055 CORRECTIONS OFFICER | REGULAR FULL TIME | 11/1 \$15,734.16 | DISMISSAL TAKEN |
| (2) | HAROLD VALES | JAL | #1098 DEPUTY TRANSPORT | REGULAR FULL TIME | 14/1 \$18,228.80 | RESIGNED EFFECTIVE 10-10-95 |
| (3) | DORIS CLIFT | PERSONNEL DEPT | #102 SECRETARY | LABOR POOL | UNCLASS 8.75HR | TRANSFERRED TO C CLERKS OFFICE #105 DEPUTY CLERK REG FT EFFECTIVE 10-17-95 |
| (4) | NANCY CONWARD | SHERIFF | #1048 BALIFF | LABOR POOL | UNCLASS \$5.25/HR. | <i>8/1 pending</i> RESIGNED EFFECTIVE 10/16/95 |
| (5) | WANDA COLSON | JAL | #1085 CORRECTIONS OFFICER | REGULAR FULL TIME | 11/2 \$16,172.92 | PROMOTION TO #1038 DEPUTY TRANSPORT 14/1 \$18,228.80 EFFECTIVE 10/18/95 |
| (6) | DORIS DEE CONWAY | JAL | #1085 CORRECTIONS OFFICER | REGULAR FULL TIME | 11/2 \$16,172.92 | NEW-HIRE EFFECTIVE 10-25-95 |
| (7) | TRACEY SMITH | WASTE MGT | #108 HEAVY EQUIPMENT OPER | REGULAR FULL TIME | 13/3 \$18,228.80 | NEW-HIRE EFFECTIVE 10-10-95 |
| (8) | GARY E LOOS | SHERIFF | #1043 TELCOM OPERATOR | REGULAR FULL TIME | 9/2 \$14,804.20 | <i>13/1 pending</i> TRANSFER TO #1055 CORRECTIONS OFFICER 11/1 \$15,734.16 EFFECTIVE 10-18-95 |
| (9) | JOANN BRANKENSHIP | AGMG UNINGSTON | #1285 COOK | REGULAR PART TIME | UNCLASS \$9.30HR | NEW-HIRE EFFECTIVE 10-23-95 |
| (10) | ELENA WITCHEY | AGMG UNINGSTON | #1285 COOK | REGULAR PART TIME | UNCLASS \$9.30HR | RESIGNED EFFECTIVE 10-17-95 |