



July 11, 2000  
10 00 a m

COMMISSIONERS COURT

of Polk County, Texas  
County Courthouse, 3rd floor  
Livingston, Texas

#60

**NOTICE** is hereby given that a regular meeting of the Polk County Commissioners Court will be held on the date stated above at which time the following subjects will be discussed

Agenda topics

- 1 CALL TO ORDER
  - 2 PUBLIC COMMENTS
  - 3 INFORMATIONAL REPORTS
  - 4 APPROVAL OF MINUTES of the Meeting of June 27 2000
  - OLD BUSINESS
  - 5 CORRECT MINUTES OF JUNE 13 2000 ITEM #6 TO REFLECT CORRECT AMOUNT OF BID AWARDED - AS \$84 921 52
  - 6 CONSIDER SELECTION OF GRANT PREPARATION AND CONTRACT MANAGEMENT SERVICES AND ENGINEERING (ARCHITECTURAL) SERVICES FOR FY2001 2004 TEXAS COMMUNITY DEVELOPMENT PROGRAM
  - NEW BUSINESS
  - 7 CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO BID #2000-08 (Purchase of Three Dump Trucks with Pup Trailers) AND BID #2000-09 (Purchase of Two New Pickup Trucks) PCT 3
  - 8 CONSIDER ACCEPTANCE OF DEED FOR <sup>Holmes</sup> HOMES RD
  - 9 CONSIDER ACCEPTANCE OF PLAT FOR BLANCHARD HEIGHTS SUBDIVISION
  - 10 RATIFY RESOLUTION SUPPORTING APPLICATION FOR SOLID WASTE ENFORCEMENT GRANT THROUGH DEEP EAST TEXAS COUNCIL OF GOVERNMENTS
  - 11 CONSIDER APPROVAL OF (NEW) LEASE AGREEMENT FOR JACKSON BUILDING
  - 12 CONSIDER APPOINTMENT OF COUNTY HEALTH AUTHORITY
  - 13 ENTER FOR RECORD THE AMOUNT TO BE ISSUED IN TIME WARRANT FOR PURCHASE OF PCT 4 MAINTAINERS - BID # 2000-05 AWARDED MARCH 28 2000
  - 14 CONSIDER APPROVAL OF BUDGET AMENDMENTS #2000-19.
  - 15 APPROVE SCHEDULES OF BILLS
  - 16 APPROVE PERSONNEL ACTION FORMS
- ADJOURN

FILED AND RECORDED  
OFFICE OF PUBLIC RECORDS  
JUL 11 2000  
2000 JUL -5 PM 1:43  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO

Dated July 5, 2000

Commissioners Court of Polk County Texas  
By John P Thompson, County Judge

I the undersigned County Clerk do hereby certify that the above Notice of Meeting of the 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 Polk County Courthouse at a place readily accessible to the general public at all times on Wednesday July 5 2000 and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON COUNTY CLERK

BY Renee Cleft Deputy



July 11, 2000  
10 00 a m

**COMMISSIONERS COURT**

**of Polk County, Texas**  
County Courthouse, 3rd floor  
Livingston, Texas

**ADDENDUM to Posting # 60**

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for July 11, 2000 at 10 00 A M

**AMEND TO ADD,**

- 17 CONSIDER APPROVAL OF PCT 2 PERMANENT ROAD FUND EXPENDITURE OF \$24,399 42 FOR 1 3 mi IMPROVEMENT ON TRIPLE CREEK LOOP
- 18 CONSIDER APPROVAL OF GRANTING A PERMANENT UTILITY EASEMENT ON COUNTY OWNED PROPERTY TO THE CITY OF CORRIGAN FOR SEWAGE COLLECTION SYSTEM IMPROVEMENTS THROUGH A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT
- 19 CONSIDER APPROVAL OF A MODIFIED INTERLOCAL COOPERATION AGREEMENT AND CONTRACT WITH THE BURKE CENTER FOR MENTAL HEALTH AND MENTAL RETARDATION SERVICES
- 20 CONSIDER REQUEST FOR PRECINCT 4 PERMANENT ROAD FUND EXPENDITURE IN THE AMOUNT OF \$24,517 50 FOR HEADWALL CONSTRUCTION ON MIDWAY LOOP W

**EXECUTIVE SESSION**

For purposes, as follows,

- to receive the advice of legal counsel relating to contemplated litigation, as authorized in Gov't Code Subchapter D, §§551 071
- to discuss real estate, as authorized in Gov't Code Subchapter D, §§551 072

Dated Friday, July 7, 2000

Commissioners Court of Polk County, Texas

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

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS  
2000 JUL -7 PM 3:55  
Barbara Middleton  
BARBARA MIDDLETON  
COUNTY CLERK POLK CO

I the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commission Court is a true and correct copy of said Addendum and that I posted a true and correct copy of said Addendum at the door of the Polk County Courthouse at a place readily accessible to the general public at all times on Friday, July 7 2000 and that said Addendum remained so posted continuously for at least 72 hours preceding the scheduled time of said Meeting

BARBARA MIDDLETON, COUNTY CLERK

BY Ronie Clift, Deputy

STATE OF TEXAS )

DATE JULY 11, 2000

COUNTY OF POLK )

"REGULAR" CALLED MEETING  
All Present

**"COMMISSIONERS COURT"**

BE IT REMEMBERED ON THIS THE 11<sup>th</sup> DAY OF JULY, 2000  
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"  
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS  
PRESENT, TO WIT

JUDGE JOHN P THOMPSON, PRESIDING

B E "Shm" SPEIGHTS COUNTY COMMISSIONER PCT#1, BOBBY SMITH  
COUNTY COMMISSIONER PCT #2, JAMES J "Buddy" PURVIS - COUNTY  
COMMISSIONER PCT#3, R R "Dick" HUBERT - COUNTY COMMISSIONER  
PCT#4, BARBARA MIDDLETON-COUNTY CLERK, & BILL LAW - COUNTY  
AUDITOR, THE FOLLOWING AGENDA ITEMS, ORDERS, AND DECREES  
WERE DULY HAD, CONSIDERED & PASSED

- 1 JUDGE JOHN THOMPSON CALLED THE MEETING TO ORDER AND WELCOMED THE GUEST AT 10 00 A M

REV CHRIS BORDEN OF THE FIRST ASSEMBLY OF GOD - LIVINGSTON  
DELIVERED THE OPENING PRAYER

**2 PUBLIC COMMENTS**

A KAY McCOY FROM BIG THICKET LAKE ESTATES COMMENTED ON  
THE ROADS IN BTLE AND THEIR LACK OF MAINTENANCE SHE ASKED  
THAT HER REMARKS BE INCORPORATED INTO TODAY'S MINUTES

**3 INFORMATIONAL REPORTS**

A JAMES RICHARDSON - WASTE MANAGEMENT DEPARTMENT GAVE A  
REPORT ON FEES COLLECTED

- 4 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
APPROVAL OF MINUTES FOR MEETING OF JUNE 27, 2000  
ALL VOTING YES

- 5 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Shm" SPEIGHTS,  
TO CORRECT MINUTES OF JUNE 13, 2000, ITEM #6, TO REFLECT  
CORRECT AMOUNT OF BID AWARDED \$ 84,921.52 FOR TIME WARRANT  
ALL VOTING YES

- 6 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Shm" SPEIGHTS,  
APPROVE SELECTION OF DAVID J. WAXMAN FOR GRANT PREPARATION  
& CONTRACT MANAGEMENT SERVICES, AND GOODWIN - LASSITER FOR  
ENGINEERING (ARCHITECTURAL) SERVICES FOR FY 2001-2004,  
TEXAS COMMUNITY DEVELOPMENT PROGRAM.  
ALL VOTING YES

- 7 (A) **BID #2000-08 - PRECINCT #3,**  
MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS,  
(Based on recommendation of Commissioner Purvis) **AWARD PURCHASE**  
**TO PERFORMANCE TRUCKS OF CLEVELAND FOR (2) DUMP TRUCKS**  
with PUP-TRAILERS, FOR A TOTAL OF \$ 191,863 90 APPROVAL OF TIME  
WARRANTS WILL FOLLOW ON NEXT COURT AGENDA  
ALL VOTING YES
- (B) **BID #2000-09 - PRECINCT #3,**  
NO BIDS WERE RECEIVED - WILL GO TO HGAC - STATE CONTRACT  
OR RE-BID FOR PURCHASE OF (2) NEW PICK-UP TRUCKS
- 8 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
**TO ACCEPT DEED FOR HOLMES ROAD - PRECINCT #2 TO BE**  
MAINTAINED BY COUNTY  
ALL VOTING YES (SEE ATTACHED)
- 9 MOTIONED BY R R "dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
**TO ACCEPT PLAT FOR (RECORDING PURPOSES) OF BLANCHARD**  
**HEIGHTS SUBDIVISION**  
ALL VOTING YES (SEE ATTACHED)
- 10 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
**TO RATIFY "RESOLUTION" SUPPORTING APPLICATION FOR SOLID**  
**WASTE ENFORCEMENT GRANT THROUGH DEEP EAST TEXAS COUNCIL**  
**OF GOVERNMENTS**  
ALL VOTING YES (SEE ATTACHED)
- 11 MOTIONED BY BOBBY SMITH, SECONDED BY R R "Dick" HUBERT,  
**APPROVAL OF (NEW) LEASE AGREEMENT FOR JACKSON BUILDING**  
ALL VOTING YES (SEE ATTACHED)
- 12 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY B E "Slim" SPEIGHTS  
**APPROVE APPOINTMENT OF Dr RAYMOND LUNA AS COUNTY HEALTH**  
**AUTHORITY**  
ALL VOTING YES
- 13 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH,  
**CORRECTION OF TIME WARRANT AMOUNT (NOT TO EXCEED) \$148,000 00,**  
**FOR THE PURCHASE OF PCT#4 MAINTAINERS, AWARDED ON MARCH 28,2000**  
ALL VOTING YES
- 14 MOTIONED BY BOBBY SMITH, SECONDED BY B E "Slim" SPEIGHTS, **APPROVAL**  
**OF BUDGET AMENDMENTS #2000-19**  
ALL VOTING YES (SEE ATTACHED)

15 MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J "Buddy" PURVIS,  
**APPROVAL AND PAYMENT OF BILLS (BY SCHEDULE) PLUS ADDENDUM.**  
 ALL VOTING YES (SEE ATTACHED)

DATE	AMOUNT	CHECK NUMBERS
6 27-2000	138,653 16	151501 - 151516
6-28 2000	24,567 84	151517 - 151762
6-28-2000	— 100 00	Void Ck#142669
6-28-2000	--- 65 00	Void Ck#149041
6-28-2000	--- 32 00	Void Ck#149062
6-28-2000	— 154 06	Void Ck#149770
6-28-2000	— 6 00	Void Ck#150102
6-28-2000	— 6 00	Void Ck#148045
6-28-2000	— 6 00	Void Ck#150682
6 30-2000	4,903 25	Ck #291
7-05-2000	43,345 58	151763 - 151768
7 06 2000	57,626 73	Electronic Transfer
7 06-2000	177,617 92	151769 - 151787
7-06 2000	212,410 48	151788 - 151906
7-07-2000	197,000 00	151907 - 151908
7-08-2000	84,393 79	151909 - 151963
7-11-2000	202,616 77	Addendum (To appear on future schedule)

16 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY R R "Dick" HUBERT,  
**APPROVAL OF PERSONNEL ACTION FORMS (AS REVISED)**  
 ALL VOTING YES (SEE ATTACHED)

17 MOTIONED BY B E "Slim" SPEIGHTS, SECONDED BY R.R "Dick" HUBERT,  
**APPROVAL OF PCT#2 PERMANENT ROAD FUND EXPENDITURE OF  
 \$ 24,399 42 FOR 1.3 Mile OF IMPROVEMENTS ON TRIPLE CREEK LOOP.**  
 ALL VOTING YES

18 MOTIONED BY JAMES J "Buddy" PURVIS, SECONDED BY BOBBY SMITH,  
APPROVAL TO GRANT A PERMANENT UTILITY EASEMENT ON COUNTY  
OWNED PROPERTY TO THE CITY OF CORRIGAN FOR SEWAGE  
COLLECTION SYSTEM (IMPROVEMENTS THROUGH) A TEXAS COMMUNITY  
DEVELOPMENT BLOCK GRANT PROJECT  
ALL VOTING YES (SEE ATTACHED)

19 MOTIONED BY R R "Dick" HUBERT, SECONDED BY JAMES J "Buddy" PURVIS,  
APPROVE A MODIFIED INTERLOCAL COOPERATION AGREEMENT AND  
CONTRACT WITH THE BURKE CENTER FOR MENTAL HEALTH & MENTAL  
RETARDATION SERVICES  
ALL VOTING YES (SEE ATTACHED)

20 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
APPROVE REQUEST FOR PRECINCT #4 PERMANENT ROAD FUND  
EXPENDITURES IN THE AMOUNT OF \$ 24,517 50 FOR HEADWALL  
CONSTRUCTION ON MIDWAY LOOP WEST  
ALL VOTING YES

RECESS - REGULAR COURT AT 10 25 A.M (SHORT BREAK)

EXECUTIVE SESSION - 10.35 A.M.\* \*

For purposes as follows,

- \* To receive the advice of legal counsel relating to contemplated litigation,  
As authorized in Gov't Code Subchapter D, 551 71
- \* To discuss real estate, as authorized in Gov't Code Subchapter D, 551 072

RE-CONVENED INTO REGULAR SESSION - 11 05 A.M.

21 MOTIONED BY R R "Dick" HUBERT, SECONDED BY B E "Slim" SPEIGHTS,  
TO ADJOURN COURT THIS 11<sup>th</sup> DAY OF JULY, 2000 AT 11.06 A.M.  
ALL VOTING YES

  
\_\_\_\_\_  
JOHN P THOMPSON, COUNTY JUDGE

ATTEST

  
\_\_\_\_\_  
BARBARA MIDDLETON, COUNTY CLERK

C \WP51\COMMCRT 2000\JUL11 WPD

LEASE AGREEMENT

THE STATE OF TEXAS #

COUNTY OF POLK #

This Lease Agreement is made and entered into this the 11<sup>th</sup> day of JULY, 2000, by and between VIVIAN FRANCES JACKSON, individually and as Independent Executrix of the Estate of Moody Stone Jackson, Jr , and MOODY STONE JACKSON, III and GARVEY JACKSON, Co-Trustees of the trusts created in the Last Will and Testament of Moody Stone Jackson, Jr in probate in Cause No 5572 in the County court at Law of Polk County, Texas [hereinafter jointly referred to as "Lessor"], and POLK COUNTY, TEXAS, a political subdivision of the State of Texas [hereinafter referred to as "Lessee"], acting herein by and through its undersigned County Judge, duly authorized to execute these presents in behalf of and as a binding obligation of Lessee,

W I T N E S S E T H :

That in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor hereby demises and leases to Lessee and Lessee leases from Lessor in their present condition, the premises situated in the City of Livingston, Polk County, Texas, depicted as Buildings "A", "B", "D", and "E" upon "Exhibit A" attached hereto, together with all

reasonable access thereto for its business purposes and curbside parking adjacent to said Buildings "A", "B", "D", and "E" insofar as any of such access/parking areas may be owned by Lessor, hereinafter called the "Lease Premises", situated upon and a part of the land described by reference upon "Exhibit B" attached hereto, to each of which Exhibits reference is here made for all descriptive purposes. No store equipment, furniture, fixtures, and other personal property are included in the agreement, except insofar as the same may be attached to and used as a part of the building, i e , heating and air conditioning equipment, electrical fixtures, carpet on the floor, and items of like nature. All other areas of the land described upon said "Exhibit B" are reserved by Lessor for use by them, their successors, assigns or lessees.

As part of the consideration herein, Lessee agrees to furnish electricity to Building "C" depicted on "Exhibit A" attached and to allow the occupants of said Building "C" and their business guests to use the restroom facilities in Building "A" during regular business hours, all without charge.

**ARTICLE 1 TERM**

1 01 The Primary Term of this lease shall commence on October 1, 2000, and terminate on September 30, 2001



Lessee, for a valuable consideration, the receipt of which is hereby acknowledged, is further granted the option of renewing and extending the term hereof year by year for an additional four [4] consecutive one [1] year intervals, upon written notice of the exercise of such option by Lessee to Lessor each year ninety [90] days prior to the termination of that lease year

In the event no funds, or insufficient funds, are appropriated and budgeted, or are otherwise not available by any means whatsoever in any fiscal period for lease payments due under this lease, then the Lessee will immediately notify the Lessor of such occurrence and this lease shall terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee of any kind whatsoever, except as to the portions of lease payments herein agreed upon for which funds shall have been appropriated and budgeted, or are otherwise available In the event of such termination, Lessee agrees to peaceably surrender possession of the building to Lessor on the date of such termination Lessor will have all legal and equitable rights and remedies to take possession of the building

**Lease Year Defined**

1 02 The term "Lease Year" as used herein shall mean the primary term of October 1, 2000, to September 30, 2001, and

thereafter a twelve month period commencing October 1st and ending September 30th for any optional extensions hereof

**ARTICLE 2. RENT**

**Minimum Rent**

2 01 Lessee agrees to pay to Lessor in Polk County, Texas, without prior demand therefor and without any deduction or setoff whatsoever, in lawful money of the United States of America, as a fixed minimum rent during the Primary Term of this lease, [a] the sum of \$1,000 00 in advance as rent for the period ending October 30, 2000, [b] the sum of \$1,000 per month in advance on the 1st day of each month thereafter commencing with the rent due on November 1, 2000, and concluding with that due for the month of September, 2001 Thereafter, during any extended optional terms of this lease, such rent shall be due and payable, except as herein described, on the 1st day of each calendar month and in advance for that month's occupancy of the leased premises

**ARTICLE 3. BUSINESS**

3 01 Lessee shall occupy and use the leased premises for the use and purposes for which it is let, i e , the governmental functions of Lessee prescribed by statute and for no other purposes, continuously during the term of this agreement and any extensions thereof However, subject to the provisions of Article

9 hereof, Lessee may at its option sublease all or any part of the leased premises to third parties for use as a non-governmental business facility. In connection therewith, Lessee represents that it has determined that said premises are suitable for its purposes and accepts the possession of same in their present condition, without obligation on the part of Lessor to furnish or pay for any improvements or changes to said premises.

**ARTICLE 4 SURRENDER OF PREMISES**

**Maintenance**

4 01 Lessor shall be responsible for maintenance of the foundation of the building and its exterior walls, to the extent of their present condition, and Lessee shall be responsible for the maintenance of the remainder of the leased premises, to the extent of their present condition.

**Surrender**

4 02 By entering unto the demised premises, Lessee shall be deemed to have accepted them as being in good and sanitary condition and repair and agrees to throughout the lease term maintain the portion of the building and other improvements constituting the leased premises free from waste or nuisance and to deliver up said premises to Lessor in a clean and sanitary condition at the termination of this lease in good repair and

condition, reasonable wear and tear and damage by fire, tornado, or other casualty excepted. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefor shall be payable by Lessee to Lessor as additional rental on the next rental installment date.

**Statutory Compliance**

4 03 Lessee agrees that alterations, additions, and improvements made by it to the leased premises shall comply with all applicable governmental codes, regulations, and ordinances. Should any governmental agency, individual, or legal entity demand or require the remodeling of the premises to comply with requirements of the Americans With Disabilities Act [ADA], or other governmental requirements, either party hereto at its option may declare this lease void, and Lessee shall promptly surrender possession thereof to Lessor, as of their former estate.

**ARTICLE 5 OBLIGATIONS OF LESSOR AND LESSEE**

**Taxes and Assessments**

5 01 Lessor shall pay the ad valorem taxes assessed on the property as of its present condition. Lessee shall reimburse Lessor for any additional taxes, special assessments, and

governmental charges of every character imposed on Lessor during the term of this lease for any improvements made by it to the leased premises, or any part thereof, and any personal property placed by it in or on said premises Lessee shall further reimburse Lessor for its pro rata share of any increase in ad valorem taxes assessed against the land and buildings described herein over and above the 1999 ad valorem taxes thereon

Alterations, Additions, and Improvements

5 02 Lessee shall not create any openings in the roof or exterior walls, nor make any alterations, additions, or improvements to the leased premises, except as herein provided, without the prior consent of Lessor Consent for nonstructural alterations, additions, or improvements shall not be reasonably withheld by Lessor Subject thereto, Lessee shall have the right at all times to erect or install shelves or other trade fixtures, provided that Lessee comply with all applicable governmental laws, ordinances, and regulations Lessee shall have the right to remove at the expiration of this lease such items so installed, provided Lessee is not in default hereunder However, Lessee shall, prior to the termination of this lease, repair any damage caused by such removal

5 03 Except as herein expressly provided, all alterations, additions, or improvements made by Lessee and any personal property left by Lessee in or on the premises at the termination of the lease shall become the property of Lessor and subject to disposition as Lessor sees fit

**Signs**

5 04 Lessee shall have the right to paint signs on the windows of the leased premises, subject to any applicable laws Lessee shall remove such signs at the termination of this lease, and shall repair any damage caused by such removal to the present condition of said premises

**Utility Charges**

5 05 Lessee shall pay all utility deposits and charges for water, electricity, heat, gas, and power used in and about the premises to the utility company or municipality furnishing the same, before the same shall become delinquent

**Insurance**

5 06 Lessee shall, at its own expense, during the term of this lease, provide and maintain in force public liability and third party property damage insurance in an amount not less than \$500,000 00 per occurrence and \$500,000 00 aggregate, covering Lessor and parties referred to in Article 10 1 in their individual

capacities as additional insured parties by a policy or policies with one or more responsible insurance companies duly authorized to transact business in Texas Lessee shall furnish Lessor with a copy of such policy or certificate of insurance required by this section If Lessee does not maintain such insurance in full force and effect, Lessor may notify Lessee of such failure and if Lessee does not deliver to Lessor within ten [10] days after such notice certification showing all such insurance to be in full force and effect, Lessor may, at their option, take out the necessary insurance to comply with the provisions hereof and pay the premiums on the items specified in such notice, and Lessee covenants thereupon on demand to reimburse and pay Lessor any amount so paid or expended in the payment of the insurance premiums required hereby and specified in the notice, with interest thereon at the then highest legal rate per annum from the date of such payment by Lessor until repaid by Lessee

Lessee further agrees to maintain fire and extended coverage insurance upon the leased buildings during the term hereof for their full replacement value with Lessor as insured party and beneficiary in such policy, and to furnish evidence thereof to Lessor

Fire and Casualty Damage

5 07 If any of the leased buildings should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate notice thereof to Lessor, their successors or assigns

Total Destruction

[a] If any of the leased buildings on the leased premises should be totally destroyed by fire, tornado, or other casualty, or if is should be so damaged that rebuilding or repairs cannot reasonably be completed within thirty [30] days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall terminate and rent shall be abated from the unexpired portion of this lease, effective as of the date of said written notification

Partial Damage

[b] If any of leased buildings should be damaged by fire, tornado, or other casualty, but only to such an extent that rebuilding or repairs can reasonably be completed within thirty [30] working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall not automatically terminate but Lessor may, at Lessor's option, terminate or elect to rebuild or repair such building to substantiate the condition in which it existed prior to such



damage If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which it or they are untenable shall be adjusted equitably In the event the Lessor should fail to complete such rebuilding or repairs within thirty [30] working days from the date of written notification, or shall give notice to Lessee of their intention not to repair said building, Lessee may, at its option, terminate this lease by written notification at such time to Lessor, whereupon all rights and obligations of either party hereunder shall cease

Condemnation

5 08 If during the term of this lease or any extension or renewal thereof, all or any part of the leased premises or the property in or on which it is situated should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the taking of said premises by the condemning authority, and Lessor shall receive all proceeds from such taking of said land and/or building and damages awarded by reason thereof Lessee covenants and agrees not

to exercise any right of eminent domain which it may have with regard to any of the premises described upon "Exhibit B" hereof

**ARTICLE 6. INDEMNITY**

6 01 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of Lessee's business in the leased premises or that of any sub-tenant on such premises by, through, and under Lessee, or from any breach on the part of Lessee of any conditions of this lease, or from any act of alleged negligence of Lessee, its officers, agents, contractors, or employees in or about the leased premises

**ARTICLE 7 DEFAULT**

**Default by Lessee**

7 01 If Lessee shall allow the rent to be in arrears more than ten [10] days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty [30] days after written notice from Lessor, or should any person or legal entity other than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at their option, without notice

to Lessee, terminate this lease, or in the alternative, Lessor or their agents may reenter and take possession of said premises and remove all person and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

7 02 All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as an occasion therefor arises.

**Default by Lessor**

7 03 If Lessor defaults in the performance of any term, covenant or condition required to be performed by them under this agreement, Lessee may elect either one of the following

[a] After not less than thirty [30] days' written notice to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel, all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, deduct the costs and expenses right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder, or

[b] Elect to terminate this agreement on giving at least thirty [30] days' notice to Lessor of such termination, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the thirty [30] day period

#### **ARTICLE 8 INSPECTION BY LESSOR**

8 01 Lessee shall permit Lessor and persons authorized by them or the then owner of such property to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making any repairs or alterations to the building

#### **ARTICLE 9. ASSIGNMENT AND SUBLEASE**

9 01 Lessee shall not have the right without the consent of Lessor to assign this lease, or any interest therein, or to sublet

the leased premises, or any part thereof, or any right or privilege pertinent thereto

**ARTICLE 10. MISCELLANEOUS**

**Notices and Addresses**

10 01 All notices provided to be given under this agreement shall be given by U S Certified Mail, Return Receipt Requested, addressed to the proper party, at the following address

**Lessor:**

Mrs Vivian Frances Jackson  
Independent Executrix of  
the Estate of Moody Stone  
Jackson, Jr , Deceased  
619 West Noblitt  
Livingston, Texas 77351

Moody Stone Jackson III  
and Garvey Jackson, Co-Trustees  
of the Trusts established in  
the Last Will and Testament of  
Moody Stone Jackson, Jr  
206 West Abbey  
Livingston, Texas 77351

**Lessee:**

Polk County, Texas  
~~P. O. Box 2119~~ 101 W. Church  
Livingston, Texas 77351  
Attn County Judge John  
Thompson or his successor  
in office

**Parties Bound**

10 02 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement

Texas Law to Apply

10 03 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas

Legal Construction

10 04 In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein

Prior Agreements Superseded

10 05 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter

Amendment

10 06 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto

Rights and Remedies Cumulative

10 07 The rights and remedies provided by this lease agreement are cumulative and the use of any one with or remedy by either party shall not preclude or waive its or her right to use any or all other remedies Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance, or otherwise

Waiver of Default

10 08 No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein

Attorney's Fees

10 09 In the event Lessor or Lessee breach any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce their rights hereunder and prevail, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party

Force Majeure

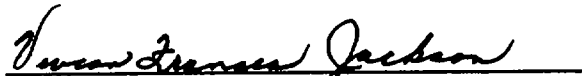
10 10 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force majeure, which shall

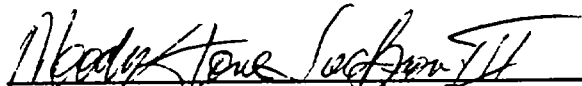
mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, condemnation under power of eminent domain, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome

Time of Essence

10 11 Time is of the essence of this agreement

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement effective as of the date and year first above written

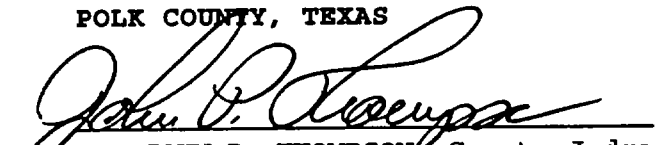
  
VIVIAN FRANCES JACKSON,  
Individually and as Independent  
Executrix of the Estate of Moody  
Stone Jackson, Jr , Deceased

  
MOODY STONE JACKSON, III

  
GARVEY JACKSON

Co-Trustees of the Moody Stone  
Jackson, Jr Testamentary Trusts

POLK COUNTY, TEXAS

  
BY JOHN P THOMPSON, County Judge



THE STATE OF TEXAS #  
COUNTY OF POLK #

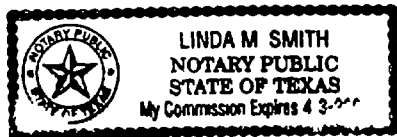
THIS INSTRUMENT was acknowledged before me on the 11<sup>TH</sup> day  
of August, 2000, by VIVIAN FRANCES JACKSON, Individually and  
as Independent Executrix of the Estate of Moody Stone Jackson, Jr ,  
Deceased, and in the capacity therein stated



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS #  
COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 10<sup>TH</sup> day  
of August, 2000, by MOODY STONE JACKSON, III, Co-Trustee of  
the Moody Stone Jackson, Jr Testamentary Trusts, and in the  
capacity therein stated

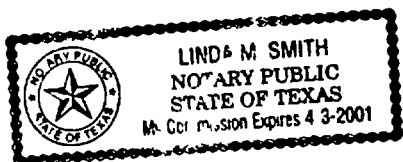


[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 10<sup>th</sup> day of August, 2000, by GARVEY JACKSON, Co-Trustee of the Moody Stone Jackson, Jr Testamentary Trusts, and in the capacity therein stated



*Linda M. Smith*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

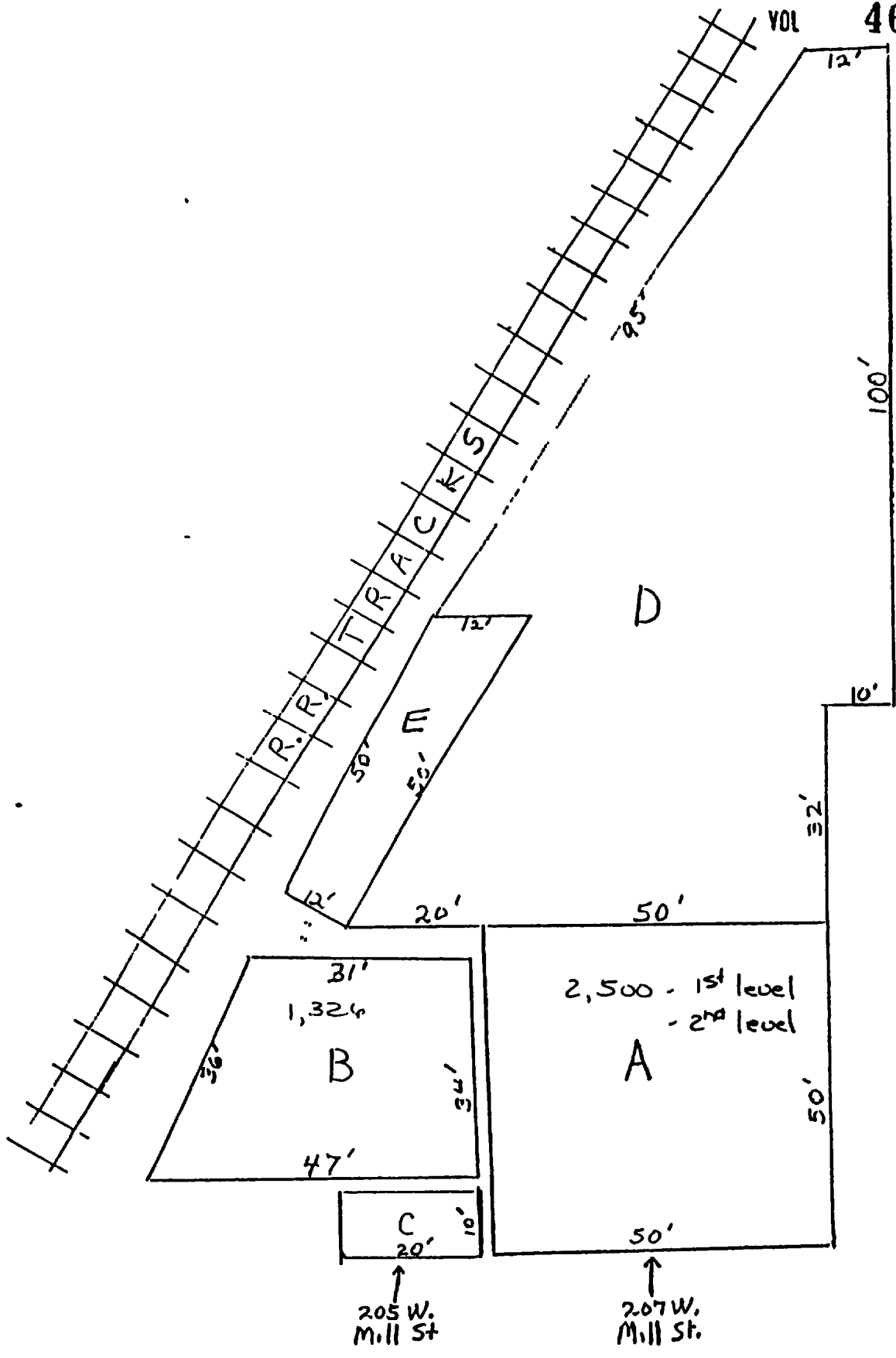
THE STATE OF TEXAS #

COUNTY OF POLK #

THIS INSTRUMENT was acknowledged before me on the 11<sup>th</sup> day of July, 2000, by JOHN P. THOMPSON, County Judge of Polk County, Texas, and in the capacity therein stated



*Marcia Cook*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



"EXHIBIT A"

BEING 0 329 acre of land, more or less, situated upon the M L Choate League, A-15, in Polk County, Texas, described in Deed from Mattie G Jackson to Moody S Jackson, Jr and wife, Vivian P Jackson, dated June 16, 1978, recorded in Volume 348, Pages 609, et seq, of the Deed Records of Polk County, Texas, to which Deed and its recordation reference is here made for all pertinent purposes

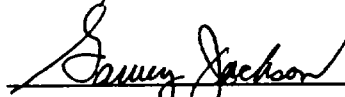
SIGNED FOR IDENTIFICATION

  
\_\_\_\_\_

VIVIAN FRANCES JACKSON,  
Individually and as Independent  
Executrix of the Estate of Moody  
Stone Jackson, Jr , Deceased

  
\_\_\_\_\_


MOODY STONE JACKSON, III

  
\_\_\_\_\_

GARVEY JACKSON

Co-Trustees of the Moody Stone  
Jackson, Jr Testamentary Trusts

POLK COUNTY, TEXAS

  
\_\_\_\_\_

BY JOHN P THOMPSON County Judge

"EXHIBIT B"

#12

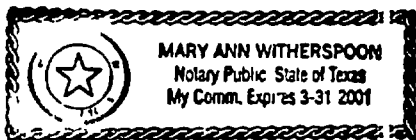


# OATH OF OFFICE

I, Dr Raymond Luna do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of Polk County, 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 to secure my appointment So help me God

Raymond Luna  
 Health Authority  
 219 N Eastwood  
 Livingston, Texas 77351  
 Mailing Address Zip  
 (936)327-8130  
 (Area Code) Phone Number

SWORN TO and Subscribed before me this 13th day of July, 192000



Mary Ann Witherspoon  
 Notary Public, POLK County, Texas

## Certification of Appointment

I John P Thompson, County Judge of Polk County do hereby certify that on 11th day of July 192000, Dr Raymond Luna, a physician licensed by the Texas Board of Medical Examiners, was duly appointed the Health Authority of Polk County Texas, for the term to begin on July 11 192000 and end on July 10 192002, unless said authority is removed by law.

Signed John P. Thompson  
 Title County Judge, Polk County

X VOL

DEED

DATE MARCH 10 2000  
September 10 1997

GRANTOR. JAMES R. LOWE

GRANTOR'S MAILING ADDRESS (including County)

P O Box 44  
Livingston Texas 77351 (Polk County, Texas)

GRANTEE POLK COUNTY TEXAS

GRANTEE'S MAILING ADDRESS (including County)

Polk County Courthouse  
Livingston, Texas 77351 (Polk County Texas)

CONSIDERATION

The sum of TEN AND NO/100 DOLLARS (\$10 00) and other good and valuable consideration paid by Grantee to Grantor the receipt and sufficiency of which is hereby acknowledged by Grantor

PROPERTY

Being the real property described upon Exhibit "A" attached hereto and made a part hereof by reference to the same extent as if it had been set forth in this document verbatim.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

For Grantor as well as the heirs and assigns of Grantor a reservation of all oil, gas and other non-surface minerals owned by Grantor in under or that may be produced from the Property However Grantor waives the usual and customary rights of ingress and egress thereto for the purpose of exploring for drilling for producing, storing and removing the same Furthermore such reservation by Grantor shall not include and the term "other non-surface minerals shall not be construed to include, any lignate coal, rock, sand, iron ore, gravel, or other type of mineral that must be removed by surface or open-pit mining methods, or which would constitute any portion of the surface estate of the Property

This conveyance is further made by Grantor and accepted by Grantee expressly subject to the following matters, but only to the extent that they are valid and still in force and effect against the Property to-wit

- (1) All easements, rights-of way and prescriptive rights, whether of record or not, pertaining to any portion of the Property
- (2) All presently recorded and valid oil, gas and/or other mineral exceptions, rights of development or leases, royalty reservations and/or other instruments constituting oil, gas or other mineral interest severances, conveyances, leases and/or hypothecations of any kind
- (3) All presently recorded instruments that affect the Property

2000-1181-760

- (4) Ad valorem taxes for the year <sup>2000</sup> ~~1997~~ and subsequent years,
- (5) Any ordinances, statutes or regulations promulgated by the County of Polk or any other agency or political subdivision of the State of Texas or the United States Government applicable to the Property and
- (6) Any conditions that would be revealed by a physical inspection and/or survey of the Property

**GRANT**

Grantor for the Consideration and subject to the Reservations From and Exceptions to Conveyance, conveys to Grantee the Property without express or implied warranty and all warranties that might arise by common law and the warranties in Section 5 023 of the Texas Property Code (or its successor) are excluded

**GENERAL PROVISIONS**

Grantee acknowledges to Grantor that Grantee understands that Grantor has executed and delivered this deed, and Grantee has received and accepted this deed and the Property AS IS WHERE IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WRITTEN OR ORAL IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF INCLUDING WITHOUT LIMITATION ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, (ii) THE SOIL CONDITIONS DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE DEVELOPMENT POTENTIAL OR OTHERWISE, (iv) THE AREA, SIZE, SHAPE, CONFIGURATION LOCATION, CAPACITY QUANTITY QUALITY VALUE, CONDITION OR AMOUNT OF THE PROPERTY (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY (vi) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY PART OF THE PROPERTY AND (vii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER.

Grantee joins in the execution for any and all other lawful purposes.



JAMES R. LOWE

"Grantor"

POLK COUNTY TEXAS



BY

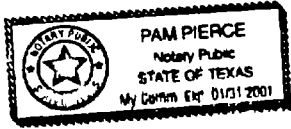
JOHN THOMPSON, County Judge

"Grantee"

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the 10<sup>th</sup> day of ~~September~~ <sup>March, 2001</sup>, 1997, by JAMES R. LOWE.



Pam Pierce  
Notary Public State of Texas

THE STATE OF TEXAS

COUNTY OF POLK

This instrument was acknowledged before me on the \_\_\_\_ day of ~~September~~ <sup>March, 2001</sup>, 1997, by JOHN THOMPSON, County Judge of POLK COUNTY TEXAS, as the act of and on behalf of POLK COUNTY TEXAS

\_\_\_\_\_  
Notary Public State of Texas

AFTER RECORDING PLEASE RETURN TO

POLK COUNTY TEXAS  
Polk County Courthouse  
Livingston, Texas 77351



2000-1181-762

State of Texas

County of Polk

Being 2 583 acres of land situated in the State of Texas County of Polk a part of the C F Dunnam Survey A-221 and the W Fletcher Survey A-827 and being out of the called 13 278 acres described in Substitute Trustee's Deed and Bill of Sale to First National Bank of Livingston recorded in Volume 828 Page 728 of the Polk County Official Records and this 2 583 acre tract being a 60 ft wide roadway known as Ponderosa Drive (county maintained) Holmes Road and being more particularly described by metes and bounds as follows

Beginning at a round concrete monument (controlling monument) found marking the northeast corner of said called 13 278 acre tract located on the north right of way line of Ponderosa Drive [a 60 ft wide roadway] said point being the northwest corner of Section One of Ponderosa Ridge Subdivision as shown of record in Book 4 Page 37 of the Polk County Plat Records located on the south line of a called 10 00 acre tract described in deed to Billy Lee Smith recorded in Volume 407 Page 623 of the Polk County Deed Records, said point also being the east common corner between said Dunnam and Fletcher Surveys located on the west line of the John Burgess Survey A-7

Thence S 17° 31' 40" E (bearings for this survey based on the south line of said called 13 278 acre tract described in Volume 828 Page 728 of said Official Records) 60 51 ft along the common line between said called 13 278 acre tract and said Section One of Ponderosa Ridge Subdivision to a 1/2" iron rod set for the northeast corner of a called 1 797 acre tract described as "Second Tract in deed to Onalaska Water Supply Corporation recorded in Volume 525 Page 664 of said Official Records located on the south right of way line of said Ponderosa Drive

Thence S 79° 56' 18" W 908 23 ft along the south right of way line of said Ponderosa Drive common in part with the north lines of said called 1 797 acre tract a 0 679 acre tract surveyed this date out of said called 13 278 acre tract a called 0 555 acre tract described in deed to Joseph G Lucas and wife Mary Lou Lucas recorded in Volume 775 Page 188 of said Official Records a called 0 092 acre tract described in deed to Joseph G Lucas and wife Mary Lou Lucas recorded in Volume 568 Page 421 of said Official Records a called 0 367 acre tract described in deed to Alvin McCaffety and wife Theresa McCaffety recorded in Volume 457 Page 476 of said Deed Records a called 0 477 acre tract described in deed to Rene E Cabirac Jr recorded in Volume 682 Page 379 of said Official Records and a called 0 345 acre tract described in deed to Rene E Cabirac Jr recorded in Volume 821 Page 675 of said Official Records to a 1/2" iron rod found for the northwest corner of said called 0 345 acre tract located on the east right of way line of Holmes Road

Thence S 15° 52' 28" W 170 08 ft along the east right of way line of said Holmes Road common in part with the west lines of said called 0 345 acre tract and a called 0 443 acre tract described as "First Tract in deed to Onalaska Water Supply Corporation recorded in Volume 525 Page 664 of said Official Records to a 1/2" iron rod set marking an angle point in said right of way line

Thence S 21° 34' 31" E 372 23 ft along the east right of way line of said Holmes Road common in part with the west line of said called 0 443 acre tract and a 7 289 acre tract surveyed this date out of said called 13 278 acre tract to a 1/2" iron rod set for the southwest corner of said 7 289 acre tract

Thence N 68° 29' 02" E 310 55 ft along the south line of said 7 289 acre tract same being the north right of way line of said Holmes Road to a 1/2" iron rod set for corner

Thence S 21° 32' 08" E 60 00 ft along the most southern west line of said 7 289 acre tract to a 1/2" iron rod found marking the northeast corner of the residue of a called 0 961 acre tract described in Partial Release of Lien to Charles N Wells recorded in Volume 793 Page 686 of said Official Records located on the south right of way line of said Holmes Road

Thence S 68° 29' 02" W 370 51 ft along the south right of way line of said Holmes Road common in part with the north lines of said Wells residue tract a called 0 560 acre tract described in deed to Phillip N Young and wife Gertrude Young recorded in Volume 954 Page 563 of said Official Records the lands described in deed to Frank Marullo recorded in Volume 827 Page 420 of said Official Records and a called 0 686 acre tract described in deed to James M Martin recorded in Volume 463 Page 137 of said Deed Records to a 1/2" iron rod found for an interior corner of said Martin called 0 686 acre tract same being an angle point in the right of way line of said 60 ft wide roadway

Thence N 21° 34' 31" W 452 50 ft along the west right of way line of said Holmes Road common in part with the east lines of said Martin called 0 686 acre tract a 0 206 acre tract described as "Parcel Two" in deed to John W Holmes III and wife Margaret L Holmes recorded in Volume 847 Page 578 of said Official Records the lands described in deed to Christine Holmes recorded in Volume 545 Page 256 of said Official Records and a 1 014 acre tract described as "Parcel One" in said deed recorded in Volume 847 Page 578 of said Official Records to a round concrete monument found for the northeast corner of said Holmes 1 014 acre tract and the southeast corner of Section Four of Ponderosa Ridge Subdivision as shown on the plat of record in Volume 278 Page 598 of said Deed Records said point also being an angle point in the west right of way line of said 60 ft wide roadway

Thence N 15° 52' 28" E 227 96 ft along the west right of way line of said Holmes Road same being the east line of said Section Four of Ponderosa Ridge Subdivision to a 3/8" iron rod found the northwest corner of said called 13 278 acre tract and the southwest corner of a 1 acre tract described in deed to the Congressional Methodist Church recorded in Volume 43 Page 377 of said Deed Records said point being located on the north right of way line of said Ponderosa Drive

Thence N 79° 56' 18" E 937 90 ft along the north right of way line of said Ponderosa Drive same being the north line of said called 13 278 acre tract common in part with the south lines of said Congressional Methodist Church tract a called 10 acre tract described in deed to Henry A Hallonquist recorded in Volume 407 Page 635 of said Deed Records and said Billy Lee Smith called 10 acre tract and containing within these bounds 2 583 acres of land as depicted on a plat prepared by James R Lowe R P L S No 4751 Texas dated March 30 1995

o Surveyor s Certificate o

To the lienholders and/or the owner of the premises surveyed and to the title guaranty company

The undersigned does hereby certify that the above description was prepared from a survey made the 29th day of March 1995 on the ground of the property legally described herein and is correct and that there are no discrepancies conflicts or shortages in area and boundary lines or any visible encroachments or any overlapping of improvements or any apparent easements or rights of way except as shown on the plat attached hereto and that said property has access to and from a dedicated roadway as described herein

Dated this the 30th day of March 1995

Lowe Surveying & Mapping  
Livingston Texas

James R Lowe, PLS No 4751 Texas



STATE OF TEXAS  
COUNTY OF POLK  
I, BARBARA MOOLETON, County Clerk of Polk County, Texas, do hereby certify that the within and foregoing was filed in my office on the date and at the hour above written by me, and was filed in accordance with the Public Records Act, Chapter 256, of the Statutes of the State of Texas, and that the same is a true and correct copy of the original as the same is now on file in my office.

JUL 11 2000



*Barbara Mooleton*  
COUNTY CLERK  
POLK COUNTY TEXAS

FILED AND RECORDED  
OFFICE OF PUBLIC RECORDS

2000 JUL 11 PM 3-21

*Barbara Mooleton*  
BARBARA MOOLETON  
COUNTY CLERK POLK CO



#10



**COPY**

**RESOLUTION  
OF  
THE POLK COUNTY, TEXAS**

**WHEREAS**, Polk County finds that it is in the best interest of the community to provide local enforcement of the Solid Waste Program and to adopt a Resolution supporting an application for the FY2001 Solid Waste Grant category for Local Enforcement to the Deep East Texas Council of Governments in cooperation with the Texas Natural Resource Conservation Commission

**THEREFORE, BE IT RESOLVED**, that Polk County hereby certifies that it will comply with the provisions of the fiscal reimbursement and reporting requirements of the Deep East Texas Council of Governments, the Texas Natural Resource Conservation Commission and the State of Texas, that said grant funds, if received, will be used only for the purposes for which they are provided, and that the proposed project is in compliance with and supports any adopted regional or local solid waste management plan applicable to Polk County (the geographical area covered by the proposed project)

**Resolved and adopted on this, the 27<sup>th</sup> day of June, 2000**

**John P Thompson  
County Judge, Polk County, Texas**

Attest,

  
**Barbara Middleton, County Clerk**

July 11, 2006  
June 2006

Budget Revision  
#2000-18/19

POLK COUNTY  
By: Bill Law County Auditor

OK

HHH

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-511-450	Repair/Replacement Bldg		1 850 00	Per Don Maxwell	74,240 00	72 390 00	1 850 00
010-511 573	Capital Outlay	1 850 00		Per Don Maxwell	17 202 00	19 052 00	- 1 850 00
010-512 572	Office Equipment/Furnishings		3 550 00	Record Capital Purchase	4 390 16	840 16	-3 550 00
010-512 573	Capital Outlay	3 550 00		Record Capital Purchase	895 00	4 445 00	3 550 00
010-512-427	Travel/Training		1,205 00	Per Wyatt Cooksey	4 000 00	2 795 00	1,205 00
010-512-453	Equipment Repairs	1 000 00		Per Wyatt Cooksey	1 650 00	2 650 00	1 000 00
010-512-574	Jail Bedding	205 00		Per Wyatt Cooksey	870.80	1 075 80	205 00
010-271-000	General Fund Balance		25 190 00	Per Judge Thompson			
010-560-330	Fuel/Oil	25 000 00		Per Judge Thompson	55 000 00	80 000 00	25,000 00
010-560-423	Mobile Phones/Pagers	268 00		Per Judge Thompson	10 300 00	10 568 00	268 00
010-560-392	Animal Shelter		39 00	Per Sheriff Billy Ray Nelson	7 500 00	7 461 00	-39 00
010-560-393	Law Enforcement Supplies		39 00	Per Sheriff Billy Ray Nelson	10 000 00	9 961 00	-39 00
010-560-394	Drug Dog Expense/Supplies	500 00		Per Sheriff Billy Ray Nelson	1 000 00	1 500 00	500.00
010-691-467	Capital Credit Expenditures	729 36		Per Judge John Thompson	10 336 53	11 065 89	729.36
015-271-000	R & B Fund Balance	85 337 76		Per Bill Law/Commissioners Court			
015-621 573	Capital Outlay	84 921 52		Record Time Warrant	153 377 49	238 299 01	84 921 52
015-390-621	Loan Proceeds	-84 921 52		Record Time Warrant	0 00	-84 921 52	-84 921.52
015-621 573	Capital Outlay	172 950 42		Record Time Warrant	239 299 01	412 249 43	172 950 42
015-390-621	Loan Proceeds	-172 950 42		Record Time Warrant	-84 921 52	257 871 94	172 950 42
015-621-339	Construction		5 500 00	Per Commissioner Slim Speights	232 338 69	226 838 69	-5,500 00
015-621-330	Gas/Oil	3 000 00		Per Commissioner Slim Speights	30 000 00	33 000 00	3 000 00
015-621-456	Parts/Repairs	2 500 00		Per Commissioner Slim Speights	30 000 00	32 500 00	2,500 00
015-369-200	Reimburse Road Materials	27 781 50		Per Commissioner Bobby Smith	95 361 15	123 142 65	27 781 50
015-622-339	Construction	27 781 50		Per Commissioner Bobby Smith	343 664 00	371 445 50	27 781 50
015-622-573	Capital Outlay	171 300 00		Record Time Warrant	287 767 00	459 067 00	171 300 00
015-390-622	Loan Proceeds	-171 300 00		Record Time Warrant	143 965 00	315 265 00	171,300.00
015-390-623	Loan Proceeds	-80 000 00		Record Time Warrant	0 00	-80 000 00	-80 000 00
015-623-354	Tires/Tubes	1 500 00		Per Commissioner Buddy Purvis	13 142 00	14 642 00	1 500 00

Approved By

Date 7/11/00

July 11, 2000

POLK COUNTY By Bill Law County Auditor	Budget Revision #2000-18 / 9		Per Commissioner Buddy Purvis	Per Bill Law	Per Bill Law	Per Commissioner Dick Hubert
	015-623-339	Per Commissioner Buddy Purvis				
015-623-339	Construction	1 500 00	57 997 13	56 497 13	1 500 00	
015-389-400	Reimburse Road Materials	-38 518 83	-61,265 66	99 784 49	-38 518 83	
015-624-339	Construction	38 518 83	122,778 14	161,296 97	38 518 83	
015-390-624	Loan Proceeds	13 109 00	0 00	13 109 00	13 109 00	
015-390-624	Loan Proceeds	113 000 00	13 109 00	126 109 00	113 000 00	
015-625-104	Tobacco Money		75,235 03	74 585 03	-650 00	
015-624-673	Capital Outlay	650 00	306 606 14	307,256 14	650 00	
051-645-490	Liability Insurance-Van		350 00	0 00	-350 00	
051-645-440	Electricity		1,200 00	13 800 00	1,200 00	
051-645-330	Van Gas/Oil		1 000 00	1 350 00	350 00	
051-645-331	Car Gas/Oil		900 00	1 100 00	200 00	
051-645-334	Food Delivery		4 000 00	4 500 00	500 00	
051-645-351	Equipment Repairs		1,200 00	1 700 00	500 00	

Total 41 073 00

78 468 88

Total

Approved By  Date: 7/11/00

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	82 742 94
015 ROAD & BRIDGE ADH	3 804 82
032 ENVIRONMENTAL SERVICES	19 539 70
070 ENV SERVICE - 94 CO ISSUE	16 725 70
093 CO CLERK RECORDS MGMT FUND	15 840 00
TOTAL OF ALL FUNDS	138 653 16

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

W H LAU

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W H Lau*  
*John P. Thompson*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	30 811 64
015 ROAD & BRIDGE ADM	971 82
027 SECURITY FUND	22 70
032 ENVIRONMENTAL SERVICES	487 82
049 DISTRICT ATTY HOT CHECK FUND	20 30
051 AGING DEPT	751 33
088 JUDICIARY FUND	608 58
101 ADULT SUPERVISION	508 31
108 CCP - SURVEILLANCE	153 88
184 JUVENILE PROBATION	71 79
185 CCAP - JUVENILE PROBATION	159 67
TOTAL OF ALL FUNDS	34 567 84

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*W H Law*  
*John H. Thompson*

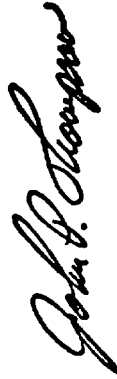
CHECK # 142669

BANK ACCT MAIN  
 06/28/2000 \$100 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\*\*\*100 00

BARNES/ BRANDY BRIAN  
 PO BOX 229  
 GOODRICH TX 77335

CHECK # 142669

010-288-000 GENERAL FUND VICTIM 100 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



CHECK # 149041

BANK ACCT MAIN 06/28/2000 \$65 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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\*\*\*\*\*65 00

ANDY S

RT 1 BOX 48A  
SHEPHERD TX 77371

CHECK # 149041

010-228-000 GENERAL FUND INSGK 65 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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CHECK # 149062

BANK ACCT MAIN  
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 05/28/2000  
 VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \$2 00

\*\*\*\*\*32 00

BRADBERRY 5 TIRE SERVICE  
 11910 BEAUMONT HIGHWAY  
 HOUSTON TX 77049

CHECK # 149062

010-228-000 GENERAL FUND  
 INSK 32 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
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CHECK # 149770

BANK ACCT MAIN  
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 06/28/2000 \$154 06  
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 \*\*\*\*\*154 06

JOHN S SUPERMARKET  
 C/O JOHN BURNHAM  
 PO BOX 1144  
 LIVINGSTON TX 77351

CHECK # 149770

010-228-000 GENERAL FUND  
 010 228 000 GENERAL FUND  
 INSK 89 06  
 INSK 65 00  
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CHECK # 150102

BANK ACCT MAIN 06/28/2000 \$6 00  
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\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\*\*\*6 00

VIRGIL EUGENE BLEDSOE  
RT 9 BOX 1322 TX 77351  
LIVINGSTON

CHECK # 150102

010-435-485 GENERAL FUND 4,17/0 6 00  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*

*John H. Thompson*

CHECK # 148045

BANK ACCT MAIN  
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06/28/2000 \$6 00  
VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*

\*\*\*\*\*6 00

ROBERT RYAN REFERDA

RT 10 BOX 1764  
LIVINGSTON TX 77351

CHECK # 148045

010-435-485 GENERAL FUND  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
\*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
2/7/20 6 00  
VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*



CHECK # 150682

BANK ACCT MAIN  
 06/28/2000 \$6 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\*\*\*6 00

LESLIE ALBRIGHT

RR 8 BOX 557  
LIVINGSTON TX 77351

CHECK # 150682

010-426-485 GENERAL FUND 5/8/00 6 00  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*  
 \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\* VOID \*\*\*





SCHEDULE OF BILLS - FULL

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	4 503 22
TOTAL OF ALL FUNDS	4 503 25

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

*W H Law*

W H LAW

COUNTY AUDITOR

*John P. Thompson*

JOHN THOMPSON

COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	11 489 33
032 ENVIRONMENTAL SERVICES	5 500 00
061 DEBT SERVICE FUND	25 481 25
093 CO CLERK RECORDS MGMT FUND	875 00
TOTAL OF ALL FUNDS	43 345 58

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

W H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John P. Thompson*



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	103 712 09
015 ROAD & BRIDGE ADH	28 265 16
027 SECURITY FUND	795 38
032 ENVIRONMENTAL SERVICES	9 416 83
048 DISTRICT ATTY SPECIAL FUND	380 63
051 AGING DEPT	4 735 00
083 MUSEUM OPERATING FUND	18 132 04
101 ADULT SUPERVISION	359 85
104 DTP - CSR	2 000 47
108 CCP - SURVEILLANCE	988 70
109 SPECIALIZED CASELOAD CCP	2 650 85
184 JUVENILE PROBATION	5 896 75
185 CCAP - JUVENILE PROBATION	
<b>TOTAL OF ALL FUNDS</b>	<b>177 617 92</b>

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

V H LAY

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*William H. Lay*

*John A. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	52 294 63
015 ROAD & BRIDGE ADM	55 006 79
032 ENVIRONMENTAL SERVICES	6 884 89
049 DISTRICT ATTY NOT CHECK FUND	59 95
051 ABING DEPT	7 184 22
TOTAL OF ALL FUNDS	121 410 48

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

*William H. Law*

W H LAW

\_\_\_\_\_

COUNTY AUDITOR

\_\_\_\_\_

JOHN THOMPSON

\_\_\_\_\_

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
015 ROAD & BRIDGE ADM	127 680 34
061 DEBT SERVICE FUND	69 319 46
TOTAL OF ALL FUNDS	197 000 00

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

*W H L*

W H LAY

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*John P. Thompson*

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	31 538 61
015	ROAD & BRIDGE ADH	1 318 64
027	SECURITY FUND	72 62
032	ENVIRONMENTAL SERVICES	724 48
049	DISTRICT ATTY HOT CHECK FUND	91 67
051	AGING DEPT	1 329 63
068	JUDICIARY FUND	3 813 44
090	DRUG FORFEITURE FUND	45 268 88
093	CO CLERK RECORDS MGMT FUND	235 82
TOTAL OF ALL FUNDS		84 393 79

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

V H LAW

COUNTY AUDITOR

JOHN THOMPSON

COUNTY JUDGE

*William H. Law*  
 \_\_\_\_\_  
 \_\_\_\_\_  
*John P. Thompson*  
 \_\_\_\_\_  
 \_\_\_\_\_

Addendum Schedule of Bills for Court Dated 7/11/2000

FY 2000

Skyline Equipment	\$330 38	Jail
Exxon Card Services	\$34 72	Aging
General Wire	\$63 95	Aging
Onalaska Equipment Rental	\$72 34	Sheriff Department
Best Air Conditioning	\$1,850 00	Maintenance Eng
Clarence Overstreet	\$650 00	R & B 4
John Thompson	\$978 91	Commissioner's Court
Davis & Brown Construction	\$111 904 88	R & B 4
Pinto Construction	\$16,614 00	R & B 4
Pinto Construction	\$43,123 87	R & B 2
Davis & Brown Construction	\$ 4 981 50	R & B 2
Hoot s Loader Service	\$11,672 40	R & B 2
General Service Commission	\$ 5 500 00	R & B 2
Billy Ray Nelson	\$ 577 24	Sheriff Dept
George DeLoach	\$ 590 00	Jail
Brookshire Brothers Pharmacy	\$ 3,505 78	Jail
Ronald Gilbert	\$ 28 96	Jail
J B Farrar	\$ 43 91	Jail
JoAnn Blankenship	\$ 93 93	Aging
<hr/>		
TOTAL	\$202 616 77	

Revised 7/11/00

*John P. Thompson*



DATE JUNE 27 2000 THROUGH JULY 11 2000

NO	EMPLOYEE	DEPT	JOB	TYPE OF	SALARY GROUP	ACTION
(1)	SHEILAR ALEC	AGING RESERVATION	#1286 KITCHEN HELPER	REGULAR PART TIME	UNCLASSIFIED \$8.82	NEW-HIRE TAKEN EFFECTIVE 06/30/000
(2)	LINDA PROVINCE	COUNTY CLERKS OFFICE	#105 DEPUTY CLERK	REGULAR FULL TIME	\$16,943.97	RECLASSIFY TO #105 COMPUTER REC. CLERK 12/1 \$18,238.30 EFFECTIVE 07/03/000
(3)	SHARON JORDAN	COUNTY CLERKS OFFICE	#1046 COMPUTER REC. SPECIALIST	REGULAR FULL TIME	1222 \$18,685.43	RECLASSIFY TO #104 CHIEF DEPUTY CLERK 1594 \$22,788.00 EFFECTIVE 07/03/000
(4)	VIRGINIA L COOPER	SHERIFF DEPARTMENT	#1043 TELCOM OPERATOR	LABOR POOL	114(1) \$8.35	NEW-HIRE EFFECTIVE 12/1/999
(5)	PATRICIA L VALENTINE	SHERIFF DEPARTMENT	#1043 TELCOM OPERATOR	LABOR POOL	114(1) \$8.35	RESIGNED EFFECTIVE 07/06/000
(6)	MELINDA BLOODWORTH	SHERIFF DEPARTMENT	#1043 TELCOM OPERATOR	LABOR POOL	114(1) \$8.35	RESIGNED EFFECTIVE 7/4/000
(7)	VIRGINIA L COOPER	SHERIFF DEPARTMENT	#1043 TELCOM OPERATOR	LABOR POOL	114(1) \$8.35	RESIGNED EFFECTIVE 02/06/000
(8)	CONNIE FRANKLIN	JAIL	#1035 CORRECTIONS OFFICER	REGULAR FULL TIME	121 \$18,238.30	RE-HIRE EFFECTIVE 07/10/000
(9)	REBECCA ALEC	JF#4 & RB#4	#102 SECRETARY	LABOR POOL	94(1) \$7.96	RESIGNED EFFECTIVE 07/07/000
(10)						ADDITIONAL
(11)						
(12)						
(13)						
(14)						
(15)						
(16)						
(17)						
(18)						
(19)						
(20)						
(21)						



#18

**UTILITY EASEMENT**

THE STATE OF TEXAS           §  
  §  
COUNTY OF POLK               §

Polk County, (the "Grantor"), for and in consideration of ONE AND NO/100 (\$1 00) DOLLARS cash and other valuable consideration to us in hand paid by the CITY OF CORRIGAN, TEXAS (the "City"), 101 West Ben Franklin, Corrigan, Polk County, Texas 75939, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD, and CONVEYED to the City, a perpetual, non-exclusive easement for the purpose of construction, operating, maintaining and repairing sewer service facilities and improvements on, under, over and across the fifteen foot wide and 165 89 foot long permanent easement The approximately 0 095 acre permanent utility easement situated in the ALLEN MAXEY SURVEY, A - 441 Polk County, Texas across a tract recorded in Volume 826, Page 576 of the Deed Records of Polk County, Texas The easement is described in Attachment A field notes and Attachment B Easement Drawing

City shall restore the surface of the easement to as much as reasonably possible to its preconstruction or pre-maintenance condition if the surface is disturbed by the construction or maintenance of the utility system improvements or related facilities The consideration herein above recited shall constitute payment in full for any damage to the Property of Grantor, Grantor's successors and assigns, by reason of construction and maintenance of the utility system improvements or related facilities

City shall have the exclusive right to locate utility system improvements on, under and across the Property City shall have egress and ingress across the Property and shall be permitted to remove or trim and tree, bush or shrub infringing into or over the easement hereby conveyed

TO HAVE AND TO HOLD the above described easement, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the City, its successors and assigns forever, and Grantor does hereby bind Grantor, Grantors heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the easement to the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the said or any part thereof

This easement does not convey any interest of Grantor in any of the oil, gas or other minerals, in, on, under or to or that may be produced from the Property, and the City, its successors and assigns, shall never participate in any of the proceeds of any oil, gas or mineral lease or the royalty therefrom by reason of this sewer easement

SIGNED this 11th day of July, 2000

GRANTOR

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

This instrument was acknowledged before me on the 11th day of July, 2000

By John P. Thompson



*Marcia Cook*  
Notary Public, State of Texas

CITY OF CORRIGAN  
PROPOSED SEWER LINE EASEMENT  
ALLEN MAXEY SURVEY  
ABSTRACT NO 441  
POLK COUNTY, TEXAS  
PARCEL NO 3

BEING a City of Corrigan sewer line easement, situated in the ALLEN MAXEY SURVEY, A-441, POLK COUNTY, TEXAS across two tracts of land owned by Polk County One tract being a called 1 0 acre tract conveyed to Polk County by Deed dated July 8, 1999, recorded in Volume 1142, Page 982 Official Records of Polk County, Texas (ORPCT) The other tract being a called 0 979 acre tract conveyed to Polk County in a Deed dated December 10, 1987, recorded in Volume 644, Page 821, ORPCT Said tracts being more particularly described as follows, to wit

*Note The basis of bearing is the west line of a called 7 857 acre tract, being N 02°48' W, as stated in a Deed to Rosemary Frakens dated October 30, 1996, recorded in Volume 1034, Page 52, of the Deed Records of Polk County, Texas*

BEGINNING at a point located in the north line of said called 1 0 acre tract and in the west line of US Highway 59 (right of way width varies), same being in the south line of a called 2 0 acre tract conveyed to Milton Purvis in a Deed dated March 29, 1994, recorded in Volume 923, Page 728, ORPCT Said point being located S 87°00'19" W, 0 39 feet from an axle found at the northeast corner of said called 1 0 acre tract and the southeast corner of said 2 0 acre tract,

THENCE S 02°24'39" E, along and with the east line of said called 1 0 acre tract and said west line of US Highway 59, 112 19 feet to a point,

THENCE S 02°45'25" W, at 24 08 feet pass the southeast corner of said called 1 0 acre tract and the northeast corner of said called 0 979 acre tract, continuing on a total distance of 165 16 feet to a point located in the south line of said called 0 979 acre tract and the north line of a called 0 861 acre tract conveyed to U S Restaurant Properties Operating L P , in a Deed dated April 30, 1996, recorded in Volume 1015, Page 20, ORPCT Said point being located N 87°17'37" E, 0 69 feet from a 1/2 inch iron rod found at the northeast corner of said called 0 861 acre tract and the southeast corner of said called 0 979 acre tract,

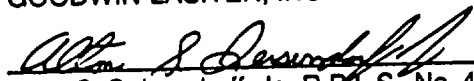
THENCE S 87°17'37" W, along and with the north line of said called 0 861 acre tract and the south line of said called 0 979 acre tract, 15 07 feet to a point located in the west line of said easement herein described,

THENCE N 02°45'26" E, along and with said west line at 141 08 feet pass the north line of said called 0 979 acre tract and the south line of said called 1 0 acre tract, continuing on a total distance of 165 89 feet to a point,

THENCE N 02°24'39" W, 111 39 feet to a point located in said north line of said called 1 0 acre tract, same being in said south line of said 2 0 acre tract,

THENCE N 87°00'19" E, along and with said north line and said south line 15 00 feet to the POINT OF BEGINNING, containing 0 095 acre, more or less

GOODWIN-LASITER, INC

  
Alton S Geisendorff, Jr , R.P.L.S. No 4474  
Lufkin, Texas April 27, 2000  
Revised June 8, 2000



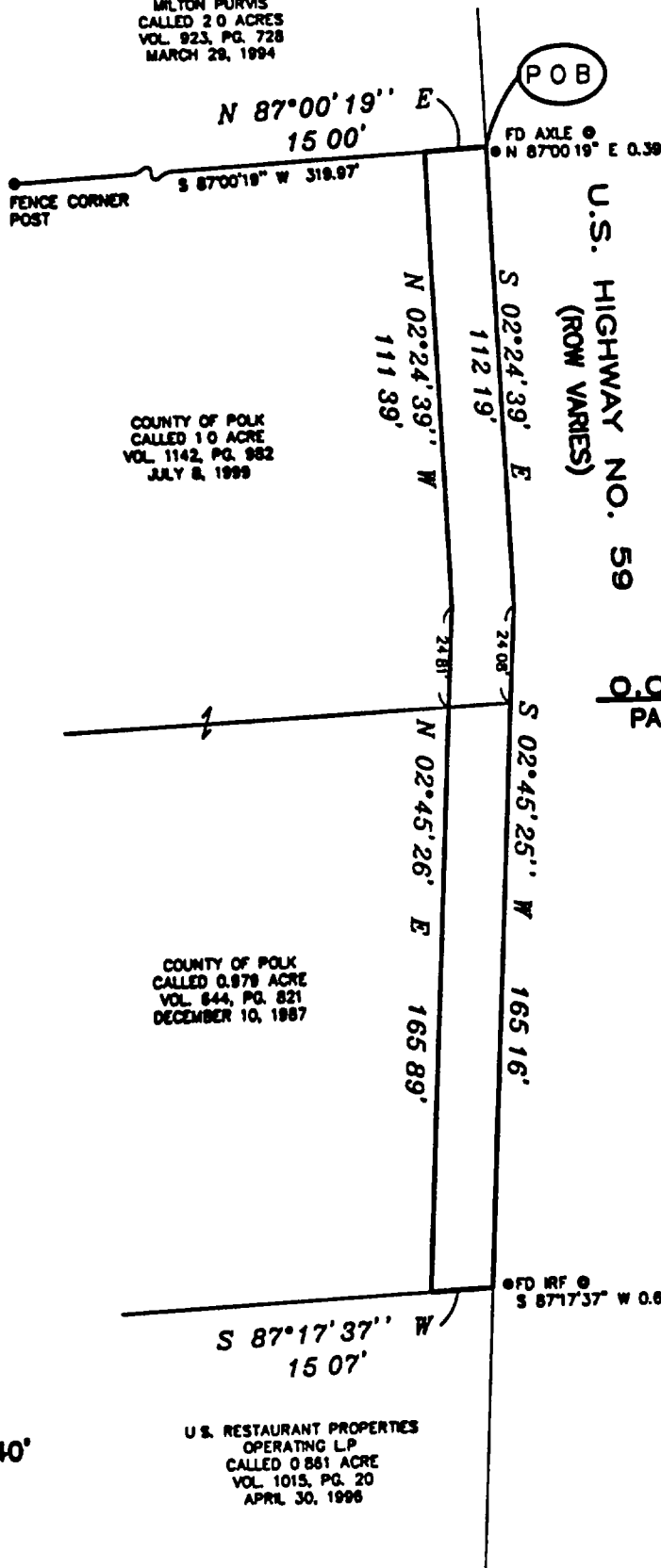
# ALLEN MAXEY SURVEY

A-441

POLK COUNTY, TEXAS

PARCEL NO 3

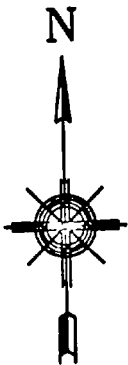
MILTON PURVIS  
CALLED 2.0 ACRES  
VOL. 923, PG. 728  
MARCH 28, 1994



COUNTY OF POLK  
CALLED 1.0 ACRE  
VOL. 1142, PG. 982  
JULY 8, 1999

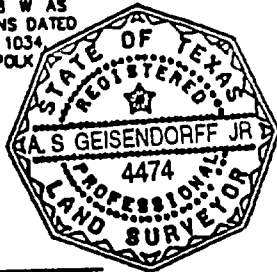
COUNTY OF POLK  
CALLED 0.879 ACRE  
VOL. 844, PG. 821  
DECEMBER 10, 1987

U.S. RESTAURANT PROPERTIES  
OPERATING L.P.  
CALLED 0.841 ACRE  
VOL. 1015, PG. 20  
APRIL 30, 1996



SCALE. 1" = 40'

NOTE:  
THE BASIS OF BEARING IS THE WEST LINE OF A  
CALLED 7.857 ACRE TRACT BEING N 02°48' W AS  
STATED IN A DEED TO ROSEMARY FRANKENS DATED  
OCTOBER 30, 1996 RECORDED IN VOLUME 1034  
PAGE 52, OF THE DEED OF RECORDS OF POLK  
COUNTY TEXAS.



GOODWIN-LASITER, INC

*Alton S. Geisendorff*  
Alton S. Geisendorff, Jr., RPLS 4474  
Lufkin, Texas April 27, 2000  
Revised June 8, 2000

File name: D:\296\296009\296009ES-3.DWG Last edited: 2000/06/08 @ 11:08

U.S. HIGHWAY NO. 59  
(ROW VARIES)

**0.095 ACRE**  
**PARCEL NO 3**

**LEGEND**

**FOUND**

- IRF 1/2 Iron Rod
- IPF 1/2 Iron Pipe
- CMF Concrete Monument
- x—x— Barbed Wire Fence
- o—o— Chain Link Fence
- /—/— Board Fence
- E—E— Overhead Electric Line
- - - - UnderGround Util Line

**SET**

- IRS 1/2 Iron Rod
- IPS 1/2 Iron Pipe

**GOODWIN • LASITER**  
ENGINEERS • ARCHITECTS  
SURVEYORS

1609 S. CHESTNUT P.O. BOX 451 LUFKIN TEXAS 75901 (409)837-6338

DATE	DRAWN	CHECKED	APPROVED	SCALE
4-27-2000	KLH	ASG	KR	1" = 40'

CITY OF CORRIGAN  
0.095 ACRE SANITARY SEWER EASEMENT  
SITUATED IN THE ALLEN MAXEY SURVEY,  
A-441, POLK COUNTY, TEXAS

**3**

STATE OF TEXAS

#19

COUNTIES OF Angelina, Houston, Jasper, Nacogdoches,  
Newton, Polk, Sabine, San Augustine,  
Shelby, San Jacinto, Trinity and Tyler

COPY

MODIFIED INTERLOCAL COOPERATION AGREEMENT AND CONTRACT

WHEREAS, by written contract, dated the 11th day of July, 1974, supported by the separate Orders of each Commissioners Courts of the following thirteen (13) counties Angelina, Hardin, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, Shelby, San Jacinto, Trinity and Tyler, did establish and begin to operate a Community Center for the providing of Mental Health and Mental Retardation services for the thirteen (13) county region, which Community Center was originally named "Deep East Texas Regional Mental Health and Mental Retardation Services",

WHEREAS, on the 27th day of August 1994, by unanimous vote of the Board of Trustees of the Deep East Texas Regional Mental Health and Mental Retardation Services, the name of the Community Center, was formally legally changed to "The Burke Center" in honor of founding Board President and long time Trustee, Ward R Burke of Lufkin, Texas, which name change took effect on the 27th day of August 1994

WHEREAS, effective on the 1st day of September, 2000, Hardin County will cease to be a part of the Interlocal Agreement for the establishment and operation of the Burke Center, thereby creating the necessity for a modified Interlocal Agreement Cooperation Act Agreement by and for the remaining twelve (12) counties which sponsor

the Burke Center, under the authority of Chapter 791 of the Texas Government Code, and

WHEREAS, each of the Commissioners Courts of the twelve (12) counties have adopted written Orders which expressly authorize, adopt and approve the terms contained in this Modified Interlocal Agreement and Contract

NOW THEREFORE, know all men by these presents that the Counties of Angelina, Houston, Jasper, Nacogdoches, Newton, Polk, Sabine, San Augustine, Shelby, San Jacinto, Trinity and Tyler desire to continue the operation of a community center for mental health and mental retardation services under the laws of this state, which operation is authorized by the provisions of Chapter 534 of the Health and Safety Code, and the above named counties, acting by and through their duly authorized Commissioners Courts do hereby covenant and agree as follows

I

Section 1.1 - Name. The name of the community center shall be the Burke Center

Section 1.2 - Principle Office The principle office of the Burke Center shall be located in the City of Lufkin, Angelina County, Texas at such location in the City of Lufkin as the Board of Trustees shall determine. The center shall have such other offices as the Board

of Trustees may determine or as the affairs of the center may require from time to time

Section 1 3 - Registered Agent and Office The registered agent for the center shall be the Chief Executive Officer and the registered office shall be 4101 South Medford Drive, Lufkin, Angelina County, Texas 75901

II

MEMBERSHIP and STRUCTURE OF THE BOARD OF TRUSTEES

Section 2 1 - Representation The member county governments agree to each appoint the respective member of the Board of Trustees for the Burke Center as set forth in this Agreement The Board of Trustees for the Burke Center shall consist of nine (9) members to be appointed from the qualified voters of the region to be served, with each county authorized to appoint the representative as set forth below The following county representation scheme is agreed upon as fair and equitable to all counties and will be implemented and used

- |                  |   |
|------------------|---|
| 1 representative | Angelina County                           |
| 1 representative | Houston County                            |
| 1 representative | shared by Jasper and Newton Counties      |
| 1 representative | Nacogdoches County                        |
| 1 representative | shared by Polk and San Jacinto Counties   |
| 1 representative | shared by Sabine and San Augustine County |
| 1 representative | Shelby County                             |
| 1 representative | Trinity County                            |
| 1 representative | Tyler County                              |



representatives and members of the Board of Trustees shall continue to be staggered as they have been since 1974 on the same schedule that has heretofore been employed. All appointment of Trustees hereafter shall be for a two (2) year period, or until their successors are appointed and qualified to serve. Appointments made to fill unexpired terms shall be for the period of the unexpired term, or until a successor is appointed and qualified.

III

MISSION

Section 3 01 - Mission

The mission of the Burke Center is to reach each person who is in need of care due to mental health, mental retardation or substance abuse problems. This requires a geographically disbursed and affordable ray of quality of services specifically designed to meet the individual needs of the person served.

Section 3 02 - Purpose

The purpose of the Burke Center shall be to foster the development of a comprehensive and coordinated service delivery system which makes available a full range of mental health, mental retardation, and substance abuse services to citizens living within the service region. These services will include assisting individuals to secure and maintain maximum independence and dignity, while remaining in their home environments. Efforts will be made to provide training, treatment, therapy, and counseling to individuals in

order to help them achieve their maximum potential Special emphasis will be placed on public education and consultation concerning mental health, mental retardation and substance abuse, with the long-range goal of prevention being paramount

Section 3 03 - Definition The Burke Center is a public entity, a governmental unit, a unit of local government, an agency of the state, and a political subdivision as defined

- A an agency of the state, a governmental unit, and a unit of local government, as defined and specified by Chapters 101 and 102 Civil Practice and Remedies Code,
- B a local government, as defined by §791 003 Government Code,
- C a local government for the purposes of Chapter 1084, Acts of the 70th Legislature, Regular Session 1987 Article 715c, Vernon's Texas Civil Statutes, and
- D a political subdivision for the purposes of Chapter 172 Local Government Code

Further, the Burke Center shall be governed as an independent local unit of government by a nine (9) member Board of Trustees with representatives appointed by the respective Commissioners Courts in the twelve (12) county region center

All power and authority to govern, operate and manage the activities of the community center are vested in the Board of Trustees

selected by the Commissioners Courts of the twelve (12) participating counties. The Board of Trustees shall have all power and duty authorized by the constitution and laws of the State of Texas for the operation of a community center.

The Board of Trustees of the community center shall operate in accordance with the revised Constitution and By-Laws of the Burke Center and in accordance with such policies and procedures duly adopted by the Board of Trustees.

#### IV

#### PAYMENT

Participating Commissioners Courts in this Interlocal Agreement shall provide for payment for the performance of the governmental functions and services provided by the Burke Center by its annual funding and maintenance for the operations of the Burke Center, and each county shall make payments therefore from current revenues annually to the Burke Center Board of Trustees.

#### V

This Interlocal Agreement is authorized by the governing bodies of the twelve (12) County Commissioners Courts as evidenced by the true and correct copies of the Resolutions of each of the Commissioners Courts which are incorporated herein for all purposes as

if recited herein verbatim and as evidenced by the signatures of the County Judge of each of the counties below

The parties to this Interlocal Agreement have executed this Agreement in multiple counterparts, effective the \_\_\_\_\_ day of 2000

---

Honorable Joe Berry  
County Judge, Angelina County

---

Honorable R C Chris von Doenhoff  
County Judge, Houston County

---

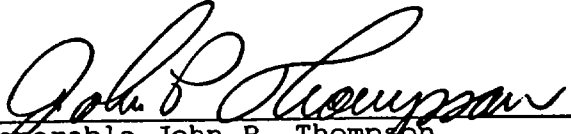
Honorable Joe Folk  
County Judge, Jasper County

---

Honorable Sue Kennedy  
County Judge, Nacogdoches County

---

Honorable Truman Dougharty  
County Judge, Newton County



---

Honorable John P Thompson  
County Judge, Polk County

---

Honorable Jack Leath  
County Judge, Sabine County

---

Honorable Curtis G Goetz  
County Judge, San Augustine County

---

Honorable Joe Adams  
County Judge, San Jacinto County

---

Honorable Floyd A Watson  
County Judge, Shelby County

---

Honorable Mark Evans  
County Judge, Trinity County

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Honorable Jerome P Owens  
County Judge, Tyler County

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