



POLK COUNTY COMMISSIONERS COURT

VOL. 47 PAGE 901

August 10, 2001
10:00 a.m.

2001-076

Polk County Courthouse, 3rd floor
Livingston, Texas

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 July 24, 2001 (Regular), July 31, 2001 (Special) and August 1, 2001 (Special).
5. CONSIDER AND TAKE NECESSARY ACTION RELATING TO PROPOSALS RECEIVED UNDER RFP#2001-04 FOR "ADMINISTRATION OF THE SECTION 125 (CAFETERIA) PLAN FOR POLK COUNTY WITH ASSOCIATED BENEFIT OPTIONS".
6. CONSIDER APPOINTMENT TO BURKE CENTER BOARD OF TRUSTEES.
7. CONSIDER RENEWAL OF CONTRACT FOR INDIGENT HEALTH CARE WITH UTMB.
8. CONSIDER APPROVAL OF PCT. 3 REQUEST OF PERMANENT ROAD FUND EXPENDITURES.
9. CONSIDER APPROVAL OF BUDGET AMENDMENTS.
10. CONSIDER APPROVAL OF SCHEDULE OF BILLS.
11. APPROVE PERSONNEL ACTION FORMS.

FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS
 POLK COUNTY, TEXAS
 2001 AUG - 7 AM 8:17
Barbara Middleton
 BARBARA MIDDLETON
 COUNTY CLERK, POLK CO

EXECUTIVE SESSION

DISCUSSION OF PERSONNEL MATTERS, AS AUTHORIZED UNDER GOV'T CODE, SUBCHAPTER D, §§551.074.

RECONVENE OPEN SESSION

12. CONSIDER ANY/ALL NECESSARY ACTION PERTAINING TO THE ADMINISTRATION OF THE COUNTY INDIGENT HEALTH CARE PROGRAM.

ADJOURN

Posted: August 7, 2001

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 Tuesday August 7, 2001 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 Deputy



August 10, 2001
10:00 a.m.

COMMISSIONERS COURT

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

EMERGENCY ADDENDUM to Posting # 2001-076

The following will serve to amend the Agenda of the Commissioners Court Meeting scheduled for August 10, 2001 at 10:00 A.M., as authorized by Tex. Gov't Code Ann. § 551.045 which provides exception to the 72 hour notice requirement for matters of urgent public necessity.

AMEND TO ADD;

- 13. CONSIDER SHERIFF'S REQUEST FOR APPROVAL OF PROPOSED LICENSE AGREEMENT FOR CORRIGAN TOWER SPACE FOR SHERIFF DEPT. RADIO COMMUNICATIONS.
- 14. CONSIDER PRECINCT 1 COMMISSIONER'S REQUEST TO ADVERTISE FOR BIDS FOR THE PURCHASE OF A USED WATER TRUCK.

Dated: August 9, 2001


Commissioners Court of Polk County, Texas

By 
John P. Thompson, County Judge

I, the undersigned County Clerk, do hereby certify that the above Addendum to the Notice of Meeting of the Polk County Commissioners 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 and that said Addendum remained so posted continuously for at least 2 hours preceding the scheduled time of said Meeting.

BARBARA MIDDLETON, COUNTY CLERK

BY  Deputy

FILED AND RECORDED
OFFICE OF THE COUNTY CLERK
2001 AUG - 9 PM 4: 34

BARBARA MIDDLETON
COUNTY CLERK, POLK CO

STATE OF TEXAS)

DATE: AUGUST 10, 2001

COUNTY OF POLK)

REGULAR MEETING

All members present

**** CORRECTED **
COMMISSIONERS COURT
POSTING #2001-076**

BE IT REMEMBERED ON THIS THE 10th DAY OF AUGUST, 2001
THE HONORABLE COMMISSIONERS COURT MET IN "REGULAR"
CALLED MEETING WITH THE FOLLOWING OFFICERS AND MEMBERS
PRESENT, TO WIT:

JUDGE JOHN P. THOMPSON, PRESIDING.

BOB WILLIS - 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
MADE, CONSIDERED & PASSED.

1. WELCOME AND CALL TO ORDER BY JUDGE JOHN THOMPSON AT 10:00 A.M.

OPENING PRAYER WAS DELIVERED BY REV. DON WILKEY OF FIRST BAPTIST
CHURCH OF ONALASKA.

2. PUBLIC COMMENTS:

A. ALLEN MERRITT WITH THE BURKE CENTER DAY PROGRAM FOR MHMR
CLIENTS.

B. LOIS LITTLE WITH BURKE CENTER AS FAMILY COUNSELOR FOR MHMR
CLIENTS.

C. HAROLD PARISH, EXECUTIVE DIRECTOR OF BURKE CENTER ADDRESSED
THE COURT ON ADDITIONAL FUNDING NEEDED TO CONTINUE PROGRAMS
HERE IN POLK COUNTY. THE MENTAL HEALTH BUDGET WILL BE CUT
DRASTICALLY BY THE RESTRUCTURING OF FEDERAL MEDICARE MONIES.

3. INFORMATIONAL REPORTS:

A. JUDGE THOMPSON STATED THE COURT WILL SCHEDULE A "BUDGET
WORKSHOP" - TO BE HELD ON TUESDAY, AUGUST 21, 2001 AT 9:00 A.M.

4. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE
MINUTES OF MEETINGS OF JULY 24, 2001 (REGULAR), JULY 31, 2001
(SPECIAL) AND AUGUST 1, 2001 (SPECIAL).
ALL VOTING YES.

5. MOTIONED BY BOBBY SMITH, SECONDED BY R.R. "Dick" HUBERT, TO
TABLE - ITEM #5 "CONSIDER AND TAKE NECESSARY ACTION RELATING
TO PROPOSALS RECEIVED UNDER RFP#2001-04, FOR ADMINISTRATION
OF SECTION 125 (CAFETERIA) PLAN FOR POLK COUNTY WITH
ASSOCIATED BENEFIT OPTIONS."
ALL VOTING YES.

6. MOTIONED BY BOBBY SMITH, SECONDED BY JAMES J. "Buddy" PURVIS, APPROVAL TO RE-APPOINT COL. HOWARD DANIEL JR. TO THE BURKE CENTER BOARD OF TRUSTEES, FOR A TWO YEAR TERM.

VOTES OF THE COURT, RECORDED AS FOLLOWS:

JUDGE THOMPSONYES
 COMMISSIONER WILLIS.....NO
 COMMISSIONER SMITH.....YES
 COMMISSIONER PURVIS.....YES
 COMMISSIONER HUBERT.....YES

7. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO TABLE - ITEM #7 "CONSIDER RENEWAL OF CONTRACT FOR INDIGENT HEALTHCARE WITH U.T.M.B."
 ALL VOTING YES.

8. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF PRECINCT #3 REQUEST OF PERMANENT ROAD FUND EXPENDITURES OF \$16,000.00.
 ALL VOTING YES.

9. MOTIONED BY BOBBY SMITH, SECONDED BY BOB WILLIS, APPROVAL OF BUDGET AMENDMENTS #2001- 21.
 ALL VOTING YES. (SEE ATTACHED)

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

DATE	AMOUNT	CHECK NUMBERS
7-24-2001	\$ 249,221.29	Electronic Transfer- Payroll
7-24-2001	\$ 469,507.90	161587 - 161644
7-24-2001	\$ 7,496.31	161645 - 161659
7-24-2001	\$ 226,331.55	161660 - 161753
7-26-2001	\$ 10,062.32	161754 - 161769
7-25-2001	(- 450.00)	Void Ck#161510
7-26-2001	\$ 193.00	464
7-30-2001	\$ 5,211.00	Electronic Transfer - Fed W/H
7-30-2001	\$ 1,233.19	161770 - 161838
7-30-2001	\$ 366,987.14	161839 - 161851
8-02-2001	\$ 250,909.49	Electronic Transfer - Payroll
7-31-2001	\$ 8,227.50	348
8-02-2001	\$ 335.00	465
8-02-2001	\$ 612.18	658 - 660

DATE	AMOUNT	CHECK NUMBERS
8-02-2001	\$ 30,222.00	1014
8-02-2001	\$ 7,601.69	161852 - 161867
8-02-2001	\$ 124,854.80	161868 - 161990
8-06-2001	\$ 97,275.91	161991 - 162011
8-06-2001	\$ 3,141.50	349
8-07-2001	\$ 22,298.26	162012 - 162196
8-09-2001	\$ 124.50	661 - 662
8-10-2001	\$ 171,620.13	(To appear on future schedule)

11. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, APPROVAL OF PERSONNEL ACTION FORMS (REVISED LIST). ALL VOTING YES. (SEE ATTACHED)
12. (AFTER EXECUTIVE SESSION).
13. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH, TO APPROVE SHERIFF'S REQUEST FOR APPROVAL OF PROPOSED LICENSE AGREEMENT FOR CORRIGAN TOWER SPACE FOR SHERIFF DEPT. RADIO COMMUNICATIONS. ALL VOTING YES. (SEE ATTACHED)
14. MOTIONED BY BOB WILLIS, SECONDED BY BOBBY SMITH, TO APPROVE PRECINCT #1 REQUEST TO ADVERTISE FOR BIDS FOR THE PURCHASE OF A USED WATER TRUCK. ALL VOTING YES.

RECESS COURT AT 10:39 A.M.

EXECUTIVE SESSION - 10:39 A.M. --- 10:52 AM

Discussion of personnel matters, as authorized under Gov't Code, subchapter D, Section 551.074.

RECONVENED - REGULAR SESSION - 10:53 A.M.

12. MOTIONED BY JAMES J. "Buddy" PURVIS, SECONDED BY BOBBY SMITH, TO ELIMINATE THE DIRECTOR'S POSITION OF COUNTY'S INDIGENT HEALTHCARE PROGRAM, TERMINATING KATHY CRAWFORD'S EMPLOYMENT EFFECTIVE AUGUST 24, 2001 AND APPROVE ENTERING INTO AN AGREEMENT WITH MEDICAL REVENUE SERVICES INC. (BARBARA HAYES, PRESIDENT), EFFECTIVE AUGUST 15th, FOR ADMINISTRATION & RESTRUCTURING OF THE PROGRAM FOR A SIX MONTH PERIOD, PLUS UP TO \$500.00 REIMBURSABLE MOVING EXPENSES. ALL VOTING YES. (SEE ATTACHED)

15. MOTIONED BY R.R. "Dick" HUBERT, SECONDED BY BOBBY SMITH,
TO ADJOURN COURT THIS 10th DAY OF AUGUST 2001 AT 10:55 A.M.
ALL VOTING YES.



JOHN P. THOMPSON, COUNTY JUDGE

ATTEST:



BARBARA MIDDLETON, COUNTY CLERK

C:\WP51\COMMCRT.2001\AUG10.WPD

Item # 8

approve Rd 3

Permanent Rd

& peratures

Punk Rd 8400⁰⁰

9 Bridges Rd 7600⁰⁰

POLK COUNTY
By: Bill Law, County Auditor

BUDGET REVISION
#2001-21

August 10, 2001

Fund Account	Description	Increase	Decrease	Comments	Original	Amended	Net
					Budget	Budget	
010-401-405	Absolute Tax Sale Expenditure	5198.37		To cover expenses from sale	0.00	6688.37	-6688.37
010-409-493	Public Officials Liability Ins.		380.46	Transfer to auto insurance to cover expenses	23653.00	23272.54	-380.46
010-409-490	Auto Insurance	380.46		To cover actual expenses/deductible	50000.00	62942.46	12942.46
010-450-315	Office Supplies	500.00		To cover expenses per Kathy Gilton	0.00	6275.00	-6275.00
010-450-572	Office Furnishings/Equipment	500.00		Per Kathy Gilton	5000.00	3460.00	-1540.00
010-458-427	Travel/Training	250.00		To cover actual expenses	1500.00	1250.00	-250.00
010-458-572	Furnishing/Equipment	250.00		Transfer to travel training	2500.00	2250.00	-250.00
010-435-490	Contingencies	500.00		To cover jury meals	2000.00	3210.50	1210.50
010-435-404	Expert Witness Fees	500.00		Transfer to contingencies	2500.00	2000.00	-500.00
010-485-490	Contingencies/Judicial	200.00		To cover court reporter fees	500.00	5639.80	5139.80
010-485-105	Salaries	200.00		During the absence of replacing reporter	72921.51	69718.12	-4203.39
010-495-427	Travel/Training	347.10		Per Bill Law	3000.00	2247.10	-752.90
010-495-410	Fixed Assets/Maintenance	347.10		Per Bill Law	4000.00	2658.50	-1341.50
010-510-332	Supplies/Repairs/Custodial	700.00		To cover expenses	20000.00	20700.00	700.00
010-510-427	Travel/Training	420.00		Transfer to Supplies/Custodial	1000.00	0.00	-1000.00
010-510-335	Pest Control	420.00		To cover actual expenses	3500.00	3920.00	420.00
010-510-573	Capital Outlay	420.00		Transfer to Pest Control	5000.00	4580.00	-420.00
010-511-452	Supplies/Repairs	300.00		Per Don Maxwell - To cover expenses	13000.00	7731.21	-5268.79
010-511-330	Furnished Transportation	209.42		Per Don Maxwell - To cover expenses	4000.00	6908.42	2908.42
010-511-427	Travel/Training	209.42		Per Don Maxwell	1000.00	490.58	-509.42
010-342-800	Insurance Monies	4617.63		TAC - Leak @ Museum	0.00	57159.67	57159.67
010-511-450	Repair/Replacement/Bldgs	4617.63		Insurance Money for Leak @ Museum	83700.00	72111.02	-11588.98
010-342-426	Reimburse for Transport Prisoner	1048.43		Check from T Brown for Westhead/Prisoner	1500.00	1848.43	1048.43
010-512-426	Transport Prisoner	1048.43		Reimbursement from Westhead/Prisoner	10000.00	11526.81	1526.81
010-512-334	Jail Paper/Sundry	1000.00		To cover actual expenses	10200.00	17425.00	7225.00
010-512-342	Laundry Supplies	500.00		To cover Actual Expenses	4000.00	2725.00	-1275.00
010-512-427	Travel/Training	500.00		Per Wyatt Cooksey	4000.00	2000.00	-2000.00

Approved By:
Date:

Page-1

POLK COUNTY
By: Bill Lew, County Auditor

BUDGET REVISION
#2001-21

August 10, 2001

010-512-574	Jail Bedding	500.00	Per Wyatt Cooksey	2000.00	500.00	1500.00
010-552-300	Uniforms	200.00	To cover actual expenses	375.00	810.62	435.62
010-552-427	Travel/Training	200.00	Transfer to uniforms	2000.00	1579.33	-639.87
010-560-315	Office supplies	1000.00	To cover Expenses	0.00	4700.00	4700.00
010-560-572	Office Equipment	1116.00	Transfer to Office Supplies	7500.00	5101.00	-2399.00
010-342-900	Miscellaneous Revenue	10000.00	Burke Center - Reimbursement for Training	40000.00	53000.00	13000.00
010-560-454	Vehicle Repair	16116.00	Per Judge Thompson	80000.00	93131.80	13131.80
010-560-330	Gas/Oil	2177.30	Check from Burke Center for Training	8000.00	9577.30	1577.30
010-560-422	Radio/Communications	2177.30	Purchase Equip. for Corrigan Tower	8000.00	5822.70	-2177.30
010-560-392	Animal Shelter Expenses	25000.00	Per Judge Thompson			
010-271-000	General Fund Balance		Per Judge Thompson			
010-691-481	Deacon, TAC, Naco Dues	492.65	Per Judge Thompson	3600.00	4092.65	492.65
010-691-467	Capital Credit Expenditures	5000.00	Per Judge Thompson	8600.00	25688.27	18088.27
010-691-485	Courthouse Landscape	276.70	Per Judge Thompson	0.00	5897.50	5897.50
010-271-000	General Fund Balance		To Cover actual expenses per Judge Thompson			
010-695-330	Furnished Transportation	750.00	Per John McDowell	3500.00	3650.00	450.00
010-695-427	Travel/Training	750.00	Per John McDowell	7000.00	6750.00	250.00
015-610-573	Capital Outlay	2544.50	Purchase Lawnmower	0.00	22808.60	22808.60
015-610-456	Inside Workcrew Expense	2544.50	Transfer to Capital Outlay/purchase Lawnmower	15000.00	17544.50	2544.60
015-621-490	Miscellaneous	757.50	To cover Actual expenses	31.52	789.02	757.50
015-271-000	R&B Fund Balance	3500.00	To cover Cook Surveying Bill - Pct. 1 Property	11000.00	14500.00	3500.00
015-621-337	Material & Supplies	400.00	To cover actual expenses	1050.00	1474.26	424.26
015-621-430	Phone	3900.00	Transfer to materials & Phone	15000.00	11100.00	-3900.00
015-621-354	Travel/Tickets	300.00	To cover actual expenses	1300.00	1575.74	275.74
015-621-423	Mobile Phone	500.00	To cover actual expenses	800.00	1300.00	500.00
015-621-440	Electricity	80.00	Transfer to Electricity & Mobile Phone	11500.00	10700.00	-800.00
015-621-338	Water	80.00	To cover actual expenses	450.00	530.00	80.00
015-621-442	Gas/Heat	80.00	Transfer to Water	500.00	420.00	-80.00
015-621-108	Part-Time Salaries	4400.00	To cover Kathy Parker's time/ Part time help	3151.88	6551.88	4400.00
015-621-105	Salaries	4400.00	Transfer to cover part time	213472.75	208715.87	-4400.00

Approved By:
Date:

Page - 2

POLK COUNTY
By: Bill Law, County Auditor

BUDGET REVISION
#2001-21

August 10, 2001

015-622-364	Tires & Tubes	4000.00	To cover expenses per Bobby Smith	8000.00	12000.00	4000.00
015-622-338	Calverts		Transfer to Tires & Tubes per Bobby Smith	10000.00	6000.00	-4000.00
015-622-330	Gas/Oil	4035.04	To cover expenses per Bobby Smith	32000.00	36035.04	4035.04
015-622-461	Equipment Rental		Transfer to Gas/Oil per Bobby Smith	10000.00	0.00	-10000.00
015-620-623	R & B 3 - Permanent Road	6829.96	To cover actual expenses	50000.00	41330.51	-6869.49
015-623-106	Part-Time Salaries	2604.10	To cover actual expenses	30751.12	39289.25	8518.13
015-623-300	Uniforms	109.80	To cover actual expenses	2500.00	2655.87	155.87
015-623-315	Office Supplies	2.22	To cover actual expenses	0.00	1040.00	1040.00
015-623-330	Gas/Oil	2949.66	To cover actual expenses	35000.00	47178.52	12178.52
015-623-377	Materials/Supplies	423.10	To cover actual expenses	10000.00	10635.08	635.08
015-623-336	Calverts	149.45	To cover actual expenses	1350.00	5344.50	3994.50
015-623-339	Construction & Material	3973.74	To cover actual expenses	27800.00	35255.02	7455.02
015-623-354	Tires & Tubes	1047.13	To cover actual expenses	10000.00	6776.07	-3223.93
015-623-456	Parts & Repairs	11700.58	To cover actual expenses	20000.00	97632.06	77632.06
015-623-490	Miscellaneous	100.00	To cover actual expenses	0.00	100.00	100.00
015-271-000	R & B Fund Balance		To cover actual expenses			
		27285.64				
015-624-330	Gas & Oil	1000.00	To cover expenses per Dick Hubert	33500.00	34500.00	1000.00
015-624-461	Equipment Rental		Transfer to Gas/Oil per Dick Hubert	2000.00	0.00	-2000.00
032-695-475	OCS - Supplies	3200.00	To cover expenses per Jeff Hunter	21500.00	24700.00	3200.00
032-695-354	Tires & Tubes		Per Jeff Hunter	15200.00	12000.00	-3200.00
032-695-461	Equipment Rental	15000.00	Per Jeff Hunter	19000.00	44000.00	25000.00
032-695-402	Engineering Services		Per Jeff Hunter	143500.00	110100.00	-33400.00
051-645-351	Equipment Repairs	300.00	Per Darla Rhodes	1200.00	1500.00	300.00
051-645-350	Maint./Bldg	50.00	Per Darla Rhodes	1200.00	900.00	-300.00
051-645-423	Mobile Phones	1000.00	Per Darla Rhodes	130.00	181.40	61.40
051-645-343	Paper Goods/Supplies		Per Darla Rhodes	15500.00	16500.00	1000.00
051-645-427	Travel/Training		Per Darla Rhodes	2500.00	438.60	-2061.40

Approved By:
Date:

Page - 3

POLK COUNTY
By: Bill Lew, County Auditor

BUDGET REVISION
#2001-21

August 10, 2001

070-995-400 Legal & Professional Fees
070-995-530 Monitoring Fees

9296 10
18226 97

To cover checks written to Golder Assoc.
To cover checks written to Hydrex & Golder Assoc

0 00 9296 10 9296 10
0 00 18226 97 18226 97

\$157,435.97

\$108,556.31

\$1,275,928.78 \$1,534,143.08 \$5,620,139.72

Approved By:
Date:



Page 1

POLK COUNTY
By: Bill Law, County Auditor

Budget Revision
#2001-21a

August 10, 2001

PI

Fund Account	Description	Increase	Decrease	Comments	Original Budget	Amended Budget	Net Change
010-495-315	Office Supplies	200.00		Per Bill Law	0.00	20,300.00	2,000.00
010-495-480	Bonds		200.00	Per Bill Law	300.00	100.00	-200.00
010-553-427	Travel/Training	275.00		To cover Continuing Education Class/Myers	0.00	275.00	275.00
010-271-000	General Fund Balance		275.00	Per Bill Law			0.00
010-560-572	Office Furniture/Equipment			To correct amended amount to be correct from 2001-20	5,000.00	235,022.86	230,022.86
010-481-400	Crimelogs	727.50		To cover actual expenses	5,000.00	6,500.25	1,500.25
010-271-000	General Fund Balance		727.50	Transferred to Crimelogs Expenses			0.00
010-560-423	Mail Phones/Pagers	6,000.00		Per Sheriff Nelson - Transfer from Drug Account	10,000.00	19,626.70	9,626.70
080-101-000	Sheriff Drug Forfeiture Acct		6,000.00	Per Sheriff Nelson - to cover end of phone expenses			0.00
		<u>\$8,475.00</u>	<u>\$8,475.00</u>		\$20,300.00	\$294,024.91	\$294,024.91

John P. Thompson

DATE	REP #	VEN #	VENDOR NAME	AMOUNT	VEH011 PAGE
07/24/2001			ELECTRONIC FEDERAL TAX PAYMENTS		1
	ACH191		FIRST STATE BANK	\$63,366.95	
	ACH192		POLE CO PAYROLL ACCT	\$185,854.34	
			TOTAL AMOUNT	\$249,221.29	

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	18,525.80
015	ROAD & BRIDGE ACW	817.56
027	SECURITY FUND	11.95
032	ENVIRONMENTAL SERVICES	749.82
049	DISTRICT ATTY HOT CHECK FUND	82.65
051	AGING DEPT	970.55
061	DEBT SERVICE FUND	428,013.87
088	JUDICIARY FUND	20,320.15
093	CO CLERK RECORDS MGMT FUND	15.95
TOTAL OF ALL FUNDS		469,507.90

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. H. Law

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,534.48
015 ROAD & BRIDGE ADM	1,148.78
027 SECURITY FUND	30.00
032 ENVIRONMENTAL SERVICES	215.55
051 AGING DEPT	25.00
101 ADULT SUPERVISION	1,490.45
108 CCP - SUPERVISANCE	268.91
109 SPECIALIZED CASeload CCP	82.24
184 JUVENILE PROBATION	181.24
185 CCAP - JUVENILE PROBATION	519.56
TOTAL OF ALL FUNDS	7,496.31

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

W. H. LAW
 COUNTY AUDITOR
W. H. Law

JOHN P. THOMPSON
 COUNTY JUDGE
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	171,579.33
015 ROAD & BRIDGE ADM	45,403.17
032 ENVIRONMENTAL SERVICES	6,902.54
049 DISTRICT ATTY HOT CHECK FUND	305.10
051 AGING DEPT	2,141.81
TOTAL OF ALL FUNDS	226,331.95

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. H. Law
John P. Thompson

CHECK # 161510

BANK ACCT: MAIN
07/25/2001
\$450.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*****450 00

CAVENDER'S BOOT CITY
109 N. TIMBERLAND
LUFKIN TX 75901

CHECK # 161510

010-560-300 GENERAL FUND
010 560 300 GENERAL FUND 4 150.00
010 560 300 GENERAL FUND 5 150.00
00390 150.00
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***
*** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID *** VOID ***



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	193.00
TOTAL OF ALL FUNDS	193.00

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

W. H. LAM

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	1,724.47
015 ROAD & BRIDGE ADM	8,277.85
049 DISTRICT ATTY HOT CHECK FUND	60.00
TOTAL OF ALL FUNDS	10,062.32

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

M. H. LAW

M. H. Law

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

John P. Thompson

DATE	VEN #	VENDOR NAME	TELEPHONE	AMOUNT	VEH011 PAGE
07/16/2001		ELECTRONIC FEDERAL TAX PAYMENTS			1
				\$5,211.00	
				TOTAL AMOUNT	
				\$5,211.00	

John D. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	998.55
032 ENVIRONMENTAL SERVICES	234.64
TOTAL OF ALL FUNDS	1,233.19


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

W. H. LAM


COUNTY AUDITOR

JOHN F. THOMPSON

COUNTY JUDGE



 W. H. LAM
 COUNTY AUDITOR



 JOHN F. THOMPSON
 COUNTY JUDGE

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	109,057.87
015	ROAD & BRIDGE ADM	46,226.00
027	SECURITY FUND	839.62
032	ENVIRONMENTAL SERVICES	6,533.16
051	AGING DEPT	2,821.69
061	DEBT SERVICE FUND	175,420.00
083	MUSEUM OPERATING FUND	86.89
101	ADULT SUPERVISION	16,028.68
108	CCP - SURVEILLANCE	1,924.60
109	SPECIALIZED CASELOAD CCP	717.58
144	JUVENILE PROBATION	1,743.67
185	CCAP - JUVENILE PROBATION	5,787.38
TOTAL OF ALL FUNDS		366,987.14

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

DATE	REF #	VEN #	VENDOR NAME	AMOUNT	VCRI011 PAGE
08/02/2001			ELECTRONIC FEDERAL TAX PAYMENTS		1
	ACH194		FIRST STATE BANK	\$63,847.55	
	ACH195		POLK CO PAYROLL ACCT	\$187,061.94	
			TOTAL AMOUNT	\$250,909.49	

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	8,227.50
TOTAL OF ALL FUNDS	8,227.50

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

W. N. LAM

COUNTY AUDITOR

JOHN B. THOMPSON

COUNTY JUDGE

W. N. Lam

John B. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
051 AGING DEPT	335.00
TOTAL OF ALL FUNDS	335.00

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

W. N. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. N. Law

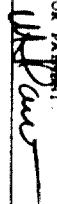
John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COM	612.18
TOTAL OF ALL FUNDS	612.18

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

W. H. LAW



COUNTY AUDITOR

JOHN B. THOMPSON

COUNTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
085 TDCP GRANT#719027-ED MATERIALS	30,222.00
TOTAL OF ALL FUNDS	30,222.00

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

W. H. LAM

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. H. Lam

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	3,639.86
015 ROAD & BRIDGE APM	1,144.78
037 SECURITY FUND	30.00
032 ENVIRONMENTAL SERVICES	215.55
031 MOING DEPT	25.00
101 ADULT SUPERVISION	1,490.45
108 CCP - SUPERVISANCE	288.01
109 SPECIALIZED CASeload CCP	83.34
184 JUVENILE PROBATION	161.34
185 CCAP - JUVENILE PROBATION	519.36
TOTAL OF ALL FUNDS	7,601.69

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

W. B. LAW
 COUNTY AUDITOR
 JOHN P. THOMPSON
 COUNTY JUDGE

W. B. Law

John P. Thompson

SCHEDULE OF BILLS BY FUND

FUND	DESCRIPTION	DISBURSEMENTS
010	GENERAL FUND	42,173.51
015	ROAD & BRIDGE AID	39,525.07
032	ENVIRONMENTAL SERVICES	6,241.09
040	LAW LIBRARY FUND	1,066.20
049	DISTRICT ATTY NOT CHECK FUND	66.41
051	AGING DEPT	7,225.65
061	DEPT SERVICE FUND	6,355.15
070	ENV SERVICE - '94 CO ISSUE	16,621.54
090	DRUG FORFEITURE FUND	107.98
091	CO CLERK RECORDS MGMT FUND	4,400.00
TOTAL OF ALL FUNDS		124,854.80

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

W. H. LAW

COUNTY AUDITOR

JORDN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	34,402.93
015 ROAD & BRIDGE ADM	1,229.73
032 ENVIRONMENTAL SERVICES	5,316.49
049 DISTRICT ATTY HOT CHECK FUND	53.65
091 ADING DEPT	1,510.39
061 DEPT SERVICE FUND	53,970.22
088 JUDICIARY FUND	542.50
TOTAL OF ALL FUNDS	97,275.91

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PRINT.

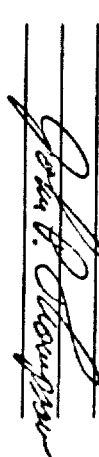
V. H. LAW



COURTY AUDITOR

JOHN P. THOMPSON

COURTY JUDGE



SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
012 ELECTED OFFICIALS FEE ACCOUNTS	3,141.50
TOTAL OF ALL FUNDS	3,141.50

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
010 GENERAL FUND	10,426.09
015 ROAD & BRIDGE ADM	10,569.84
027 SECURITY FUND	60.00
032 ENVIRONMENTAL SERVICES	1,000.74
046 DISTRICT ATTY HOT CHECK FUND	12.95
088 JUDICIARY FUND	215.69
093 CO CLERK RECORDS MGMT FUND	12.95
TOTAL OF ALL FUNDS	22,288.26

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED BY THE BOARD OF SUPERVISORS.

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

[Signature]

[Signature]

ADDITIONAL

SCHEDULE OF BILLS BY FUND

FUND DESCRIPTION	DISBURSEMENTS
028 POLK COUNTY HISTORICAL COMM	124.50
TOTAL OF ALL FUNDS	124.50

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

W. H. LAW

COUNTY AUDITOR

JOHN P. THOMPSON

COUNTY JUDGE

W. H. Law

John P. Thompson

ADDITIONAL

Addendum Schedule of Bills for Court Dated 8/10/01

Vendor	Amount	Explanation
Lawman's Uniforms & Equip. Co.	150.40	Constable # 2
Hughes Oil Co.	1097.50	Sheriff Dept.
Bounds Chevrolet	4082.12	Sheriff Dept.
Phillips 66 Co. Credit Card Center	10.60	Sheriff Dept.
Associates Capital /Texaco	72.43	Sheriff Dept.
Team Systems	172.61	Jail
Western Environmental	331.51	Jail
Best Air Conditioning	148.40	Aging
Woody's Pest Control	420.00	Custodial
Broken Arrow Pest Control	500.00	Custodial
Out To Lunch Café	176.64	District Court
Courthouse Whistle Stop Café	111.85	District Court
Bonnie Rodriguez	200.00	District Court
Rus of Conroe	356.09	RB # 1
Hughes Oil Co.	1641.28	RB # 1
Industrial Chemical Cleaner Inc.	172.14	RB # 1/Fema
Armor Research Co.	106.79	RB # 1
Story-Wright	51.96	RB # 1
Galloway Exxon	41.00	RB # 1
Davis & Brown Construction Inc.	4500.00	RB # 1/Fema
Wal-Mart	4.28	RB # 1/Fema
Hoot's Loader Service	5308.00	RB # 1/Fema
Jaco Industrial Supply Inc.	2849.00	RB # 1/Taylor Lake
Campbell Manufacturing Co.	16.52	RB # 1
M.L. Enterprises	115.00	RB # 1
A To Z Tire & Battery Inc.	739.54	RB # 1
Hughes Oil Co.	5553.35	RB # 2
Gray's Wholesale Tire	2242.00	RB # 2
Mustang Tractor & Equip. Co.	3543.17	RB # 3
Cleveland Asphalt Product Co.	2051.58	RB # 3
Rus of Conroe	155.32	RB # 3
Hughes Oil Co.	2949.66	RB # 3
Davis & Brown Construction Inc.	16000.00	RB # 3/Permanent Rd.
Thomas Supply	149.45	RB # 3
Curtis Jordan	4424.00	RB # 3
East Texas Truck & Mill	57.46	RB # 3
Texas Dept. of Agriculture	100.00	RB # 3
Telcom Supply	75.85	RB # 3
Gray's Wholesale Tire	713.72	RB # 3
S & S Tire	333.41	RB # 3
TXI	1921.86	RB # 3
Uneda Ice Service Inc.	97.50	RB # 3
Etox	117.00	RB # 3
Durham Outdoor Equipment	176.68	RB # 3
Story-Wright	2.22	RB # 3
Matt's H & H Hardware	33.09	RB # 3
Hughes Oil Co.	5148.79	RB # 4



Addendum Schedule of Bills for Court Dated 8/10/01

Circle C Manufacturing	71.90	RB # 2
Martin Marietta Materials	1516.16	RB # 2
Texas Dept. of Agriculture	15.00	RB # 2
UAP-Timberland L.L.C.	2117.00	RB # 2
Polk Co. Chamber of Commerce	5000.00	Capital Credit Expenditure
Texas Natural Resource (TNRCC)	16,351.00	Wst. Mgmt. State Permits
Baskins	124.85	Constable # 2
Usps GPO Window Unit MGR	500.00	Tax Office
Transcor America	1,048.43	Jail
Darrell Longino	69.50	J.P. # 1
Eastex Security	30.00	Maint. Eng.
United States Postal (CMRS-PB)	5,000.00	Tax Office
Howard Lilley	323.83	J.P. # 4
Aarm-Co Transmissions	1,463.53	Sheriff Dept.
Livingston VFD	7,361.09	Emerg. Mgmt./Fire Dept.
Cook Land Surveying Ent.	757.50	County Judge
Judy Isaacs	93.98	Personnel
Southwest Texas State University	50.00	J.P. # 4
Mustang Rental Svc.	6,410.00	Waste Mgmt.
Big Thicket VFD	1,385.61	Emerg. Mgmt./Fire Dept.
Pitney Bowes	500.00	Waste Mgmt.
Brenda Davison	141.95	J.P. # 4
Judge Thompson	124.20	Co. Judge
Dick Hubert Auction Co.	24,517.83	Co. Sales Tax
Banner, Briley, & White L.L.P.	8,150.00	School Land
Angelina College	275.00	Constable # 3
Trooper Supply Inc.	19,000.00	Sheriff Dept./Drug Account
Total	171,620.13	

John D. Thompson

Item # 12



COPY

JOHN P. THOMPSON
COUNTY JUDGE

Friday, August 17, 2001

Medical Revenue Services, Inc.
Attn: Barbara Hayes
P.O. Box 555
Carthage, Texas 75633

Dear Ms. Hayes:

This letter will serve to outline the agreement between your firm and Polk County, Texas for the contract management and restructuring of the County's Indigent Health Care Program. Beginning August 15, 2001, it is understood that you will serve as an independent contractor, in the capacity of Polk County Indigent Health Care Director. Your firm will be responsible for the oversight, restructuring and management of the County's Indigent Health Care Program with the authority to initiate changes to the current program which you deem necessary to bring the program into compliance with state audit requirements and to assure continued compliance throughout the first five (5) months of the County's 2002 fiscal year. Such changes shall be consistent with the policies and procedures of the County and are subject to final approval by the Commissioners Court.

This agreement shall remain in effect until February 15, 2002 unless terminated by either party. Additionally, this agreement may be extended or renewed for a period of six (6) additional months upon the approval of both parties. Your firm agrees to perform the services outlined for a fee in the amount of Three Thousand Five Hundred Dollars (\$3,500.00) per month, payable on the fifteenth (15th) day of each month during the term of the agreement, with the first payment due September 15, 2001. In addition, the County agrees to reimburse itemized moving expenses up to Five Hundred Dollars (\$500.00) which are incurred by the independent contractor due to required relocation to Polk County.

Sincerely,

John P. Thompson
Polk County Judge

Barbara Hayes, President
Medical Revenue Services, Inc.
Date: 8/17/01

COPY

COPY

Item #13

LICENSE AGREEMENT

THIS AGREEMENT, effective as of August 10, 2001, by and between Sam Rayburn G&T Electric Cooperative, Inc. or its subsidiary thereof as defined as the party designated on the signature page hereto as the LICENSOR or the Company, whose business address is 2905 Westward Drive, PO Box 631623, Nacogdoches, Texas 75963, (hereinafter referred to as the "LICENSOR" or the "Company") and Polk County Sheriff's Department, whose business address is 101 W. Church St., Livingston, Tx 77351, c/o County Judge, County Courthouse 3rd floor, (hereinafter referred to as the "LICENSEE").

1. SUBJECT OF LICENSE

LICENSOR hereby grants permission to LICENSEE to install and operate the radio communications equipment described below ("Equipment") on the tower located at Corrigan Substation.

A. Two antennas at the 170' AGL of the tower.

B. 1/2" flexible coaxial transmission line between antenna and radio equipment anchored to the tower.

C. Radio communications equipment consisting of a transmitter/receiver operating on a frequency of _____ TX _____ RX using call letters _____ assigned by the FCC.(Exhibit A)

No outside storage of any kind is permitted by this Agreement without prior written consent of LICENSOR.

2. TERM

This Agreement shall commence on the date written above, or upon installation of LICENSEE's equipment, and shall terminate on the August 9, 2006 (five years from effective date) ("Initial Term") with automatic (3) three year renewal periods commencing on successive anniversaries of the day following the termination date(s) hereof. Said renewal periods shall commence automatically without further action on the part of LICENSOR or LICENSEE provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or each of the renewal periods by giving the other party not less than ninety (90) days written notice of its intention to terminate this Agreement. LICENSEE's Agreement for the Renewal Terms is specifically contingent upon LICENSOR's ability to obtain an extension and renewal of the land lease covering the real property upon which

the tower is located for a like term. In the event LICENSOR is unable to arrange for such extension, LICENSOR shall have the right to notify LICENSEE of its inability to do so. LICENSOR agrees to commence negotiations for such extension twelve months prior to termination of the said land lease, and to notify LICENSEE of the results thereof at least six (6) months prior to such termination of the Agreement. Failure of LICENSOR to have successfully completed the negotiations and to have notified LICENSEE shall be deemed to imply an inability to renew such land lease. In such event, LICENSEE shall have the right to terminate this Agreement with six (6) months written notice to LICENSOR.

3. REMUNERATION

(a) LICENSEE shall pay to LICENSOR a monthly fee of \$164.00 ("Base Fee") during the Initial Term of this Agreement which shall be payable on the first day of every month. The Base Fee set forth is inclusive of the charge for furnishing standard 120-volt power to LICENSEE.

(b) LICENSOR shall have the right to increase the license fee payable by LICENSEE at the beginning of each year during the term of said license and any extension and renewal thereof by an amount equal to LICENSEE's share of any increases including, but not limited to, additional equipment shelter, air conditioning upgrades, land rental escalation, taxes, insurance, maintenance costs and utility expenses and other items as may be incurred by LICENSOR for the tower covered by the license, and by the amount of increased utility charges directly attributable to LICENSEE's equipment. In the event LICENSOR increases fees due to any of the foregoing items, LICENSOR shall, upon request, present to LICENSEE reasonable back up information verifying the necessity of such increase. In the event LICENSOR shall increase the fee pursuant to the provisions of this paragraph, the amount of the increase attributable to the general usage of the tower by all LICENSEE's shall be divided by the number of LICENSEE's on the tower in order to determine the fee increase of LICENSEE hereunder.

(c) All rental payments are due and payable in the office of LICENSOR on the 1st day of each month during the term hereof. Any payment received by LICENSOR beyond ten (10) days from the original due date thereof shall require the payment by LICENSEE of an additional sum of \$25.00 per month as a late charge.

(d) In the event no funds, or insufficient funds, are appropriate and budgeted, or are otherwise not available by any means whatsoever in any fiscal period for lease payments due under this lease, then the LICENSEE will immediately notify the LICENSOR 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 LICENSEE 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, LICENSEE agrees to peaceable surrender possession to LICENSOR on the date of such termination.

4. OPERATION

(a) LICENSEE shall operate its equipment during the term hereof in compliance with all present and future rules and regulations imposed by any local, state or federal authority having jurisdiction over transmissions and operations involved in the operation of the radio communications systems and equipment. Prior to installation of its equipment, LICENSEE's equipment house, if any, or any modifications or changes (other than replacements of identical items at the same location) to the equipment, equipment house or LICENSEE's equipment house, if any, LICENSEE shall comply with the following:

(i) LICENSEE shall submit all plans for LICENSOR's approval.

(ii) Prior to commencement of any work, LICENSEE shall obtain LICENSOR's written approval and required approvals of all federal, state and local agencies. LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable federal, state and local laws and regulations in connection with any installations or modifications.

(iii) All of the modifications, installations or changes shall conform with LICENSEE's design and specifications, including weight and wind load requirements and shall not interfere with radio communications systems and equipment of other LICENSEE's located on LICENSOR's tower and facility, and shall be in compliance with all applicable local, state and federal governmental requirements, including but not limited to zoning, FAA and FCC specifications.

(iv) All of LICENSEE's equipment shall be clearly marked to show LICENSEE's name, call sign, frequency and location (AGL) on the tower. The coaxial cable shall be identified in the same manner at the bottom and top of the line.

(b) LICENSEE agrees that in all matters where LICENSOR's approval is required and LICENSOR determines in its sole discretion that a possibility of a threat of interference or other disruption with the business of LICENSOR or other existing licensee's exists, LICENSOR shall have the absolute right to withhold consent.

(c) In the event LICENSEE requires an electric power supply different from the power currently provided by LICENSOR, LICENSEE shall so notify LICENSOR in writing indicating the specifications of LICENSEE's additional requirements. LICENSOR shall utilize its normal contractor to effect the construction and implementation of said requirements as may be allowed by local jurisdictions. LICENSOR shall be responsible for costs associated with said work and shall pass through to LICENSEE all costs associated with LICENSEE's additional requirements. LICENSOR shall invoice LICENSEE for the aforementioned costs on the first day of the month following the month in which such work is completed, at which time they will immediately become due and payable. Said invoice shall include a reasonable handling fee not to exceed 10% of the total charge.

5. INSTALLATION AND OPERATION

The installation and operation of LICENSEE's equipment shall not interfere electrically, or in any other manner whatsoever, with LICENSOR or with any other party presently operating and maintaining radio communications systems and equipment at the tower, and with LICENSOR's lighting system. Any provision in this Agreement to the contrary notwithstanding, it is expressly understood and agreed that if the installation or operation of LICENSEE's equipment shall interfere with other radio communications systems and equipment, LICENSEE shall upon request (verbal or otherwise) within (48) hours suspend its operations and do whatever is necessary to eliminate or remedy such interference in a reasonable length of time which shall not exceed (10) days. LICENSEE will be allowed short periods of operation required for identification and elimination of the interference. If LICENSEE fails to eliminate or remedy such interference, LICENSOR may at its option with 48 hours written notice, eliminate or remedy such interference at LICENSEE's cost and expense or terminate the Agreement and disconnect LICENSEE's equipment.

6. OPERATIONAL RESPONSIBILITIES

(a) LICENSEE at its own cost and expense shall be responsible for maintenance of its equipment and improvements, if any, in accordance with all applicable laws and regulations. All

maintenance work shall be performed by certified steeplejacks or contractors, whose certificates of insurance are on file with LICENSOR and previously approved in writing when requested by LICENSOR. In the event LICENSOR in its sole opinion, determines that any structural modifications or repairs are needed to be made to its tower or surrounding premises due to the presence of LICENSEE's equipment or other improvements, LICENSOR shall give notice of such fact to LICENSEE, and LICENSEE shall have the right to (i) terminate this Agreement by giving ten (10) days written notice to LICENSOR, or (ii) LICENSEE may make this needed modifications and repairs, at its sole cost and expense, in accordance with provisions of Paragraph (4) (a) hereto.

(b) LICENSEE understands that the tower is located within the Corrigan substation, which is owned and operated by Sam Houston Electric Cooperative, Inc. LICENSEE agrees that its access to the tower during the term of this agreement is contingent upon permission to enter the substation from Sam Houston Electric Cooperative, Inc. LICENSEE agrees that its coaxial cable must be permanently identified at the top and bottom. LICENSEE understands and agrees that other licensee's and their authorized representatives shall similarly have access, ingress and egress to the tower for similar purposes, and that LICENSOR shall not be responsible for the actions of any such parties.

(c) LICENSOR at all times during the term of this License Agreement will maintain the tower and all associated tower marking and lighting in compliance with all applicable federal, state and local laws, rules and regulations relating to tower marking or lighting, including without limitation, Part 17 of the rules and regulations of the Federal Communications Commission (the "FCC"). In the event LICENSEE receives notice or otherwise obtains knowledge that the tower marking or lighting is not in compliance with any applicable law, rule or regulation, LICENSEE will immediately so notify LICENSOR (by fax or by telephone confirmed in writing) and will cooperate with LICENSOR in curing any such noncompliance.

(d) Provided that LICENSEE is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination hereof, LICENSEE shall remove its equipment and/or LICENSEE's equipment house, if any, provided that such removal is done by a certified steeplejack or contractor previously approved in writing by LICENSOR, as provided for in Paragraph (6) (a), and in accordance with a previously approved removal plan, in a workmanlike manner, without any interference, damage or destruction to any other equipment, structures or operations of the tower, and without injury or

damage to the tower. Any and all interference or damage caused to the tower or operations of the tower by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs within three (3) days after occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

7. INDEMNIFICATION

(a) It is the express intention of the parties that LICENSEE agrees to indemnify and hold LICENSOR and other licensee's harmless, and no action shall lie, from any and all claims or suits arising out of injury to, or death of, any person, or loss or damage done to LICENSOR's or other licensee's facilities or equipment, whether on, above or below ground, that occur as a result of the installation, operation or maintenance of LICENSEE's equipment, LICENSEE's equipment house, if any, or other improvements of LICENSEE, including, without limitation, the joint or concurrent, sole or gross negligence, or willful misconduct of the LICENSEE, or its agents, employees, representatives, or contractors. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures of the tower or failure of LICENSEE's equipment for any reason whatsoever.

(b) It is the express intention of the parties that LICENSOR agrees to indemnify and hold LICENSEE harmless, and no action shall lie, from any and all claims or suits arising out of injury to, or death of, any person, or loss or damage done to LICENSEE's facilities or equipment, whether on, above or below ground, that occur as a result of the installation, operation or maintenance of LICENSOR's equipment, if any, or other improvements of LICENSOR, resulting from, the joint or concurrent, sole or gross negligence, or willful misconduct of the LICENSOR, or its agents, employees, representatives, or contractors.

(c) It is further the express intention of the parties that each party's foregoing indemnity obligation shall include litigation expenses, court costs, reasonable attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by the indemnified party from the first written demand notice that any claim or demand has been made or may be made, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under applicable workers' compensation acts, disability benefit acts, or other employee benefit acts. The provisions of this article shall

survive the termination of this License Agreement with respect to any damage, injury or death occurring before such termination.

8. **CASUALTY**

In the event the tower or any part thereof is damaged or destroyed by or any cause, LICENSOR may elect to repair, rebuild, or restore the tower to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the tower, in LICENSOR's opinion, is restored to a useable condition for LICENSEE's operation. If LICENSOR chooses not to repair, restore or rebuild the tower, LICENSOR may cancel this Agreement by giving written notice of cancellation to LICENSEE within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty. LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through or in connection with any acts or omissions of other LICENSEE's occupying the tower, or any part of the premises adjacent to or connected with the tower, or for any structural or power failures or destruction or damage to the tower, the equipment house or LICENSEE's equipment house, if any.

9. **DEFAULT**

(a) In the event of LICENSEE's default hereunder, including but not limited to (i) the payment of fees, additional fees or other payments set forth herein, (ii) abandonment of the premises, (iii) the breach of any provision hereof, or (iv) the filing of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to LICENSEE, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or the making by LICENSEE of any assignment or any other arrangement for the general benefit of creditors under any statute, in addition to other legal or equitable remedies available, LICENSOR shall be entitled, at LICENSOR's option to terminate this Agreement and remove all of LICENSEE's equipment, improvements or personal property located on the premises at LICENSEE's cost and expense. In the event that LICENSOR incurs any cost or expenses on behalf of LICENSEE or in connection with LICENSEE's obligations hereunder, such sums shall be immediately due to LICENSOR upon rendering of an invoice to LICENSEE as an additional fee hereunder.

(b) In the event of any such default by LICENSEE hereunder, LICENSOR agrees to use its best efforts to notify not only LICENSEE, but any lender or mortgagee of LICENSEE holding the applicable license for any of LICENSEE's equipment at such license location as collateral for any indebtedness of LICENSEE to such lender or mortgagee, which lender or mortgagee and its address LICENSEE has made known to LICENSOR in writing, of such default. LICENSOR agrees that any lender or mortgagee or any parent or affiliate of LICENSEE may cure such default and cause all of LICENSEE's obligations hereunder to be timely performed, in which event LICENSOR shall not declare said LICENSEE in default.

10. NOTICES

All notices required to be given hereunder by LICENSEE shall be given in writing either by, overnight, certified or registered mail, or other commercially acceptable delivery methods which provides proof of delivery at the respective addresses of the parties set forth herein or at such other address as may be designated in writing.

All notices required to be given hereunder by Licensor shall be given in writing either by telecopier, overnight, other facsimile transmission, certified or registered mail at the address of the LICENSEE.

LICENSOR: Sam Rayburn G&T Electric Cooperative, Inc.
PO Box 631623
Nacogdoches, Texas 75963
936-560-9532

REMITTANCE: Sam Rayburn G&T Electric Cooperative, Inc.
PO Box 631623
Nacogdoches, Texas 75963
936-560-9532

LICENSEE: Polk County Sheriff's Dept.
c/o County Judge
County Courthouse, 3rd floor
101 W. Church St.
Livingston, Texas 77351
936-327-6813

11. INSURANCE

(a) LICENSOR shall maintain in full force during the term of this Agreement the following insurance:

(i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance

covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable;

(ii) Comprehensive General Liability Insurance (Bodily Injury and Property Damage), the limits of liability of which shall not be less than \$1,000,000 per occurrence.

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in item (ii) shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as additional insured provided that the insurance is primary coverage with respect to all insured, and contain a standard cross-liability endorsement.

(b) LICENSEE shall keep in full force and effect during the term of this Agreement a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least \$1,000,000 in respect of bodily injury, including death, arising from any one occurrence, and \$1,000,000 in respect of damage to property arising from any one occurrence and umbrella policy of not less than \$5,000,000. Said insurance policy shall be endorsed to include LICENSOR as an additional insured and shall provide that LICENSOR will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy. LICENSEE shall furnish to LICENSOR a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Such policy shall contain a waiver of subrogation against LICENSOR.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

12. ASSIGNMENT

LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber its interest in the property on which the tower is located and/or its interest in the Agreement. LICENSEE agrees upon demand to execute and deliver to LICENSOR such further instruments subordinating this Agreement in connection with any debt of LICENSOR as may be required by LICENSOR, in connection with LICENSOR's contemplated transaction. LICENSEE further agrees to execute and deliver to any Lender of LICENSOR an Estoppel Certificate containing such information as

may be reasonably requested by such Lender. LICENSEE may not assign, sublease or sublicense or otherwise transfer all or any interest under this Agreement (including, without limitation, diplexing of signals, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of LICENSOR. Notwithstanding the foregoing and so long as LICENSEE is not then in default, LICENSEE may assign this Agreement with LICENSOR's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, to any of the following: (i) Any corporation, partnership or other entity which controls, is controlled by or under common control with LICENSEE, provided that LICENSEE shall continue to remain liable to LICENSOR hereunder; (ii) Any corporation or other entity resulting from the merger or consolidation of LICENSEE; (iii) Any corporation, partnership, or other entity, or person which acquires all or substantially all of the assets of or fifty percent (50%) or more of the stock or interest in LICENSEE, provided that such assignee assumes in full the obligations of LICENSEE under the License.

13. REGULATIONS

This Agreement is made subject to all local, state and federal laws and regulations now or hereafter in force, and shall not be modified, extended or terminated except by an instrument duly signed by LICENSOR and LICENSEE. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement. This Agreement or any rights hereunder may not be assigned, transferred or otherwise encumbered by LICENSEE without prior written consent of LICENSOR, which shall not be unreasonably withheld.

14. BROKERAGE FEES

LICENSOR and LICENSEE represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

15. AGREEMENT

This Agreement contains the entire agreement of the parties hereto, and there are no oral representations or agreements by either party hereto which conflict with, modify or otherwise change or affect any provisions herein contained. This Agreement shall be governed by the laws of the State of Texas.

16. RF EXPOSURE

LICENSOR and LICENSEE hereby agree to comply with their respective obligations pursuant to the Federal Communications Commission ("FCC") radio frequency ("RF") exposure and the Occupational Safety and Health Administration ("OSHA") rules and requirements for RF exposure to humans. LICENSOR will cooperate with and permit LICENSEE to implement reasonable measures at the Tower, including restricting public access and posting signs and markings, in order for LICENSEE to fulfill its RF exposure obligations.

17. PARTIES; SIGNATORIES

The parties acknowledge that this Agreement shall be signed by the LICENSOR or by an affiliate of the LICENSOR and that in the event that LICENSOR or such affiliate does not hold the real property or leasehold interest in this facility, the execution of this Agreement shall be deemed to have been properly executed by the LICENSOR or LICENSOR's affiliate which properly holds such interest in this tower facility.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

LICENSOR: Sam Rayburn G&T Electric Cooperative, Inc.

BY: _____

TITLE: _____

DATE: _____

LICENSEE: Polk County Sheriff's Dept.

BY:  _____

TITLE: Polk County Judge

DATE: 10/15/01
(approved by Commissioners Court on 8/10/01)

Exhibit A

C.E.T. , Inc

Page 1

FCC Database Search Results Mon Oct 08, 2001 10:03

1 Licenses found

License Copy Printout

Call Sgn : KUZ818	License 1 of 1
Lic Name : POLK, COUNTY OF	Issue Date : 03/31/99
Attn : LEWIS MILNER	Expiration Date : 03/28/04
Address : 1733 N WASHINGTON	Changed Date : 03/31/99
City : LIVINGSTON St : TX	
Zip Code : 77351-0000	
Phone # : (409) 327-3145	FAC # : 3101051095
Service : PP - POLICE	Vehicle : 110 Air : 0
Elig Rule :	Port : 0 Mar : 0
FCC Id : 9903R378463	Pager : 0

SC	TX	FREQ	CLASS	COUNTY	PWR	ERP	BLV	ANT	UNIT	LATITUDE	LONGITUDE
	458.32500		FXO	POLK	10	30	400	151	1	31-00-03	094-47-5
	155.52000		FX1	POLK	35	158	226	49	1	30-59-50	094-49-4
	154.78500		FB2	POLK	100	120	361	394	1	30-43-26	094-54-3
	155.37000		FB	POLK	100	120	361	394	1	30-43-26	094-54-3
	453.32500		FXO	LIBERTY	10	30	121	200	1	30-27-15	094-46-0
	155.52000		FX1		35	169			1	00-00-00	000-00-0
	154.95000		MO		65	100			110	00-00-00	000-00-0
	155.52000		MO		65	100			110	00-00-00	000-00-0
	155.62500		MO		65	100			110	00-00-00	000-00-0

COPY

LICENSE AGREEMENT

This License Agreement (hereafter referred to as the "Agreement") is made effective as of the 10th day of August, 2001, by and between SAM HOUSTON ELECTRIC COOPERATIVE, INC. ("Licensor"), a not-for-profit corporation organized under the laws of the State of Texas, and the COUNTY OF POLK ("Licensee"), a political subdivision of the State of Texas.

RECITALS

1. Licensor is the owner of (a) the 0.563 of an acre tract of land that was conveyed to Licensor by Champion International Corporation pursuant to that certain deed, dated April 5, 1983, and recorded in Volume 433, Page 306 et seq of the Deed Records of Polk County, Texas, and (b) that certain 0.913 of an acre tract of land that was conveyed to Licensor by the United States of America pursuant to that certain deed, dated August 2, 1971, and recorded in Volume 259, Page 141 et seq of the Deed Records of Polk County, Texas (said 0.563 of an acre tract and 0.913 of an acre tract being collectively referred to in this Agreement as the "Property").
2. SAM RAYBURN G & T ELECTRIC COOPERATIVE, INC. ("Sam Rayburn G & T") owns and operates a tower (the "Tower") on a part of the Property designated in this Agreement as the "Tower Site".
3. Licensor is currently utilizing the Property as a substation site.
4. Licensee and Sam Rayburn G & T have executed a "License Agreement" dated with an effective date of August 10, 2001, referred to in this Agreement as the "Tower Use Agreement", whereby Licensee is given the right and license to utilize a portion of the Tower to install and operate certain radio communication equipment (such equipment utilized by Licensee on the Tower pursuant to the Tower Use Agreement is referred to in this Agreement as the "Equipment"), the terms of the Tower Use Agreement being made a part of this Agreement by reference for all intents and purposes.
5. Licensee desires to obtain from Licensor the right to exercise certain rights and privileges of access across a portion of the Property so as to allow Licensee to install, operate, maintain, repair and remove the Equipment in accordance with the Tower Use Agreement.
6. Licensor has agreed to grant unto Licensee a license upon a portion of the Property provided that certain conditions and obligations are acceptable to Licensor.
7. As a result of negotiations between the parties, Licensor and Licensee have reached a mutual agreement as to the rights and obligations of each such party in connection with each party's use of the Property and desire to reduce such agreements to writing.

AGREEMENTS

NOW, THEREFORE, it is agreed by and between Licensor and Licensee as follows:

Grant of License.

1. For a good and valuable consideration, and subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive license to utilize certain areas of the Property designated by Licensor and described in other provisions of this Agreement for rights of ingress and egress to and from the Tower Site and U. S. Highway 287. The Tower, the Tower Site and the access area described in Paragraph 5 of this Agreement are sometimes referred to in this Agreement as the "Premises".

Licensee acknowledges that, of the date of this Agreement, Licensee has conducted, or has had the opportunity to conduct, a comprehensive investigation of the Premises and all other matters which in Licensee's judgment may affect the suitability of the Premises for Licensee's intended use.

Exercise of the license rights granted above shall at all times be subject to Licensor's standard security, safety and operational policies and procedures. Accordingly, Licensee agrees not to take, nor allow any party acting by or through Licensee to take, any actions that would materially endanger or interfere with the personnel, property, systems or operations of Licensor on the Property.

The licensing of a portion of the Property by Licensor to Licensee shall not create or vest in Licensee any leasehold estate, easement, ownership interest or other property right in the Property. Notwithstanding the foregoing sentence, this license may not be withdrawn or revoked except in strict compliance with the provisions of this Agreement.

Licensee acknowledges that other parties (including other licensees) may or will be using the Property, and agrees to cooperate with any other party or parties using the Property so as to maintain a harmonious atmosphere at the Property.

Licensee shall also cooperate in keeping the gates to the access areas locked and to restrict access to the Property to Licensee's employees, contractors and other persons who need access thereto in order to install, operate, maintain, repair and/or remove the Equipment.

Term and Termination.

2. This Agreement is executed effective as of the date set forth in the preamble on page one of this Agreement. Neither party can terminate this Agreement after the effective date set forth on page one except in strict compliance with the provisions of this Agreement.

Subject to the right of either Licensor or Licensee to terminate the license and this Agreement in accordance with other provisions hereof, the initial term of this Agreement shall expire simultaneously with the termination of the Tower Use Agreement (irregardless of how such termination comes about).

Furthermore, prior to the termination of the Tower Use Agreement, the license granted by the terms of this Agreement is revocable by Licensor in Licensor's sole discretion upon the happening of any of the following events:

- (i) any default by Licensee under the terms of this Agreement which is not cured within ten (10) days after delivery of written notice from Licensor to Licensee; or,
- (ii) any casualty occurs which destroys the Tower or renders it substantially unusable; or,
- (iii) Licensor gives Licensee six (6) months written notice of Licensor's decision to terminate this Agreement (which decision can be for any reason or purpose and shall be solely in the discretion of Licensor).

Licensor shall retain such rights of revocation notwithstanding any expenditure of money relating to the Premises or other actual or alleged reliance by Licensee.

Licensee shall likewise have the right to terminate this Agreement upon the happening of any of the following events:

- (i) any default by Licensor under the terms of this Agreement which is not cured within thirty (30) days after delivery of written notice from Licensee to Licensor; or,
- (ii) any casualty occurs which destroys the Tower or renders it substantially unusable; or,
- (iii) Licensee gives Licensor ten (10) days written notice of Licensee's decision to terminate this Agreement (which decision can be for any reason or purpose and shall be solely in the discretion of Licensee).

Remuneration.

3. The granting of this license by Licensor to Licensee is done in the spirit of public service and no fee or remuneration is required of Licensee to induce Licensor to execute this license. However, nothing

contained in the preceding sentence shall be construed as a limitation or waiver of Licensee's obligation to pay any money pursuant to other provisions of this Agreement.

Operation.

4. Licensee shall operate the Equipment during the term hereof in strict compliance with all rules and regulations imposed by any local, state or federal authority having jurisdiction over the operation of the Equipment.

Access to Tower Site.

5. Licensee (as well as anyone else acting by, through or under Licensee and who is entitled to access to the Premises pursuant to the terms of Tower Use Agreement) shall have access to the Tower Site over and across the access area described upon Exhibit "A" attached hereto and made a part hereof by reference for all intents and purposes. The access area may, at any time and from time to time, at the sole option and election of Licensor, be relocated over other portions of the Property by Licensor giving Licensee written or verbal notice of any relocation of the access area. Any area of the Property being used as access to and from the Tower Site to U. S. Highway 287 is referred to in this Agreement as the "Access Route". In connection with any such Access Route, Licensor and Licensee agree as follows:

(A) Licensor reserves the following rights to be exercised in combination with ownership of all or a part of the Property that is subject to the Access Route:

- (1) Reserved Rights. For Licensor, and Licensor's successors and assigns, the right to continue to use the Access Route for all purposes which do not interfere with or interrupt the use of the Access Route by Licensee and/or those persons acting by, through or under Licensee and who are entitled to access to the Premises pursuant to the terms hereof.
- (2) Nonexclusive Rights. For Licensor, and Licensor's successors and assigns, the right to convey the same or other rights to others for substantially the same purpose, so long as any further conveyance is subject to the rights of Licensee under this Agreement.
- (3) Establishment of Procedures. For Licensor, and Licensor's successors and assigns, the right to establish from time to time certain rules, policies, procedures, and/or safety standards relating to Licensee's use of the Access Route. In this regard, Licensor shall deliver to Licensee the written documentation necessary to evidence any such rules, policies, procedures or safety standards.

(B) Licensor agrees not to:

Unreasonably interfere with or interrupt the use of the Access Route by Licensee and/or those persons acting by, through or under Licensee and who are entitled to access to the Premises pursuant to the terms hereof.

- (C) Licensee acknowledges that Licensor shall be under no obligation to construct any road relating to this Agreement, and acknowledges that the obligation to improve, repair and/or maintain any road on the access area will be maintained by the parties utilizing same.
- (D) Each party is responsible for loss or liability caused by such party, or by those using the Property on the basis of such party's invitation or consent.
- (E) Except as otherwise specifically set forth in this Agreement, Licensee shall have no right to go or travel upon, over or across any other lands of Licensor except for the Access Route. Nothing contained herein shall grant or be construed to grant to Licensee the right (i) to use the Access Route for any purpose other than for the limited purpose set forth herein or (ii) to change the dimensions or location of the Access Route.

Licensee's Additional Agreements.

6. In addition to, and not in limitation of, any other covenants and agreements of Licensee pursuant to the terms of this Agreement, Licensee agrees to:

- (a) accept the Property in its present condition and "AS IS", the Property being currently suitable for Licensee's intended use.
- (b) obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and operation of Licensee's permitted use of the Property.
- (c) repair any damage to the Property caused by Licensee and/or anyone acting by or through Licensee.
- (d) vacate the Property upon termination of this Agreement.
- (e) never use the Property for any purpose other than that stated in this Agreement.
- (f) cooperate with Licensor and/or any other party using the Property in connection with the maintenance and operation of the Property.

Liability of Licensor for Acts of Licensee.

7. Licensor is not to be liable for any loss, damage, or injury of any kind to any person or property arising from any use of the Premises (or any part of the Premises) by Licensee.

Liability of Licensee for Acts of Licensor.

8. Licensee is not to be liable for any loss, damage or injury of any kind to any person or property arising from any use of the Property (or any part of the Property) by Licensor.

Assignment Rights.

9. This Agreement and the license rights granted hereunder may not be assigned or transferred by Licensee to any other party. Licensor may assign this Agreement without Licensee's consent to any party of Licensor's choosing. However, any assignee of Licensor shall accept such assignment subject to the rights of Licensee under the terms of this Agreement.

Removal of Equipment and Related Facilities.

10. Licensee agrees that, upon the expiration or termination of this Agreement, Licensee shall promptly remove, at Licensee's sole cost and expense, all equipment or other property installed or placed by or

for Licensee in or about the Property and restore those portions of the Property damaged by such removal to its condition immediately prior to the removal of such items from the Property.

Attorney's Fees.

11. If either party retains an attorney to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

Venue.

12. Venue is in Polk County, Texas.

Entire Agreement.

13. This Agreement is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Agreement that are not incorporated in writing in this Agreement.

Amendment of Agreement.

14. This Agreement may be amended only by an instrument in writing signed by Licensor and Licensee. Neither party is under any obligation to amend this Agreement.

Limitation of Warranties of Licensor.

15. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND MADE BY LICENSOR AND/OR ARISING OUT OF THIS AGREEMENT. THERE ARE NO WARRANTIES OF LICENSOR THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT.

Notices.

16. Unless oral notice is expressly allowed by any provision of this Agreement, any other notices required or permitted under this Agreement must be in writing. Any such notice required by this Agreement will be deemed to be delivered (whether actually received or not) one (1) day after it is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission ("FAX") with electronic confirmation of receipt thereof and with concurrent notice given by another method permitted hereunder, a reputable overnight delivery service that provides a receipt (such as Federal Express or UPS), or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Acknowledgment of Status of Agreement.

17. Recognizing that the parties hereto may find it necessary from time to time to establish to lenders, mortgagees, purchasers, or other parties of the then current status of the terms of this Agreement, each party bound or benefitted by this Agreement agrees, upon written request, that it will, from time to time, with reasonable promptness, furnish a written statement in recordable form on the status of any matter relating to this Agreement.

Multiple Originals.

18. This Agreement may be executed in multiple originals, all of which taken together shall constitute a single agreement.

Interpretation of Agreement.

19. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any paragraph hereof are for convenience only, do not constitute any part of such paragraphs, and shall be disregarded in construing the language contained in such paragraphs. The use of the words "herein", "hereof", "hereunder" and other similar compounds of the word "here" shall, unless the context dictates otherwise, refer to this entire Agreement and not to any paragraph or provision. The term "person" or "party" and words importing persons as used in this Agreement shall include firms, associations, partnerships (whether general, limited or other types of partnerships), limited liability companies, joint ventures, trusts, corporations, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

POLK COUNTY, TEXAS

SAM HOUSTON ELECTRIC COOPERATIVE,
INC.

BY: 
JOHN P. THOMPSON, County Judge

BY: _____
H. E. STRIEDEL, Chief Executive Officer

BY: 
ROBERT C. WILLIS, Commissioner

BY: 
BOBBY SMITH, Commissioner

BY: 
JAMES J. ("BUDDY") PURVIS, Commissioner

BY: R.R. "Dick" Hubert
R. R. ("DICK") HUBERT, Commissioner

"Licensee"

"Licensor"

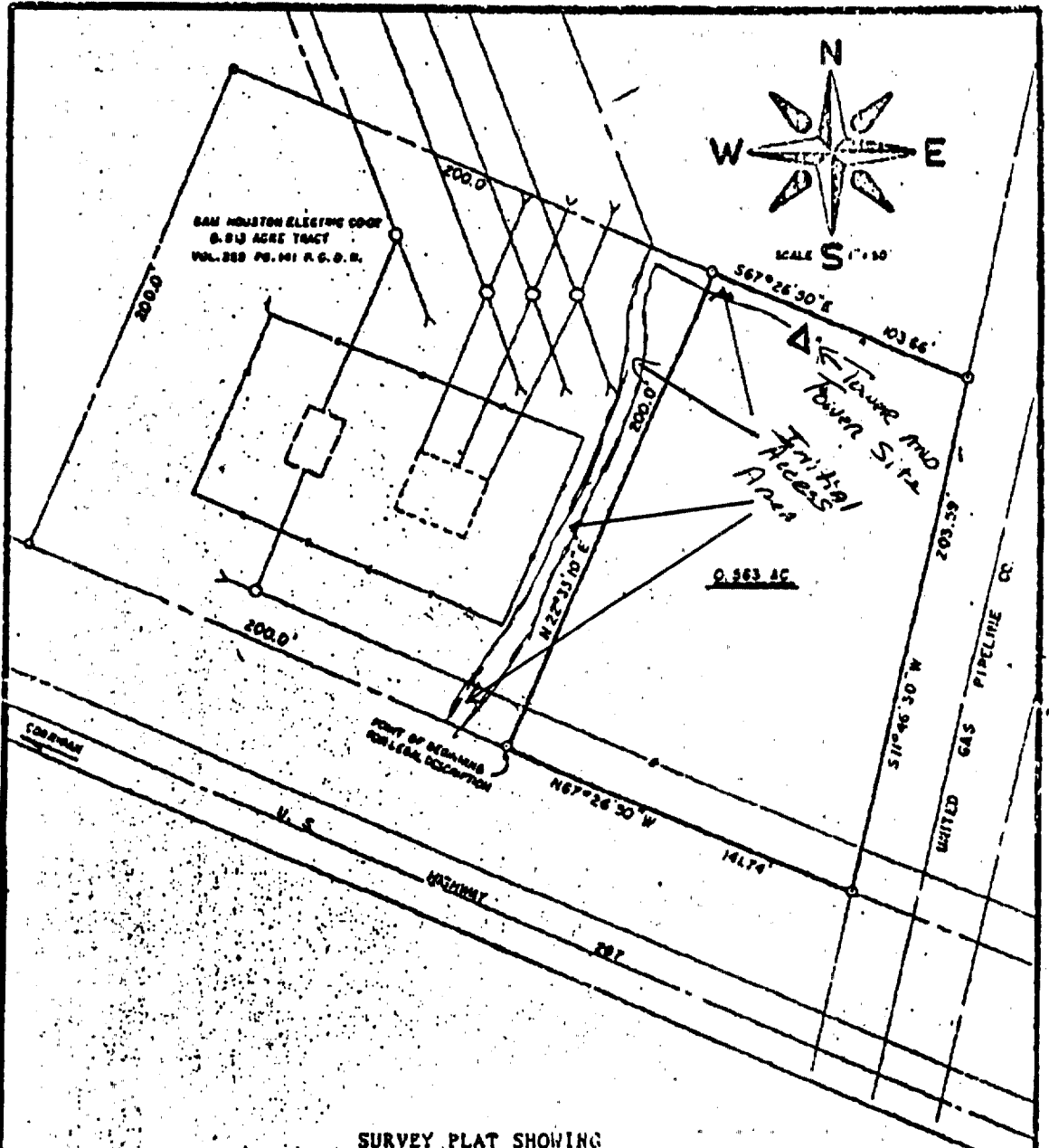
MAILING ADDRESS FOR NOTICE PURPOSES:

COUNTY OF POLK
Attention: John P. Thompson, County Judge
101 West Church Street
Livingston, Texas 77351

MAILING ADDRESS FOR NOTICE PURPOSES:

SAM HOUSTON ELECTRIC COOPERATIVE,
INC.
P. O. Box 1121
Livingston, Texas 77351

VOL. 433 PAGE 308



SURVEY PLAT SHOWING
 0.563 ACRE OF LAND AS SITUATED IN THE JOHN MACINNIS SURVEY, A-47, POLK COUNTY, TEXAS, AND BEING OUT OF THE CHAMPION PAPERS, INC. 389.58 ACRE TRACT AS DESCRIBED IN VOLUME 161, PAGE 251 OF THE DEED RECORDS OF SAID COUNTY.

• SURVEYOR'S CERTIFICATE •

I, JAMES K. JOHNSON, REGISTERED PUBLIC SURVEYOR NO. 1962, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY AND THAT SAME IS TRUE AND CORRECT.

SURVEYED: MARCH 21, 1983.

BY: *James K. Johnson*
 JAMES K. JOHNSON
 REGISTERED PUBLIC SURVEYOR
 NO. 1962 --- TEXAS



EXHIBIT "A"

