

IN THE MATTER OF
WORKER'S COMPENSATION

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields that the elected officials are covered under the workers compensation program. Motion carried unanimously.

IN THE MATTER OF
HOLIDAY PAY AND TIME OFF
FOR COUNTY EMPLOYEES

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving that if holidays fall on an employees' scheduled work day then the employees will take a day off later or receive regular pay for the day. Motion carried unanimously.

IN THE MATTER OF
SIGNING PAY ORDERS AND PAYING BILLS

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving paying bills and signing pay orders. Motion carried unanimously.

IN THE MATTER OF
APPROVING OFFICIALS REPORTS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields approving the official's reports. Motion carried unanimously.

IN THE MATTER OF
TITUS COUNTY PARK BOARD SALARIES AND
DONATING LAWNMOWER TO VOCNET

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell approving the salaries for The Titus County Park Board employees to increase as follows:

Darlene Hill - \$1,600.00 monthly (\$19,200.00 Annually)
Della Roland - \$570.00 monthly (\$6,840.00 Annually)

Motion carried unanimously.

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner Mike Fields approving donating a lawnmower to VOCNET, a non-profit organization for the handicapped. Motion carried unanimously.

IN THE MATTER OF
ABOVE GROUND IRRIGATION SYSTEM

No action taken.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell to adjourn. Motion carried unanimously.

COMMISSIONERS' COURT
SPECIAL MEETING
DECEMBER 21, 1990

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Special Session on Friday, December 21st, 1990 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN	COUNTY JUDGE
MIKE PRICE	COMMISSIONER PRECINCT 1
MIKE FIELDS	COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.	COMMISSIONER PRECINCT 3
CARL R. FERRELL	COMMISSIONER PRECINCT 4
EUGENIA ROACH	COUNTY CLERK

ABSENT: NONE

and the following proceedings were had to wit:

IN THE MATTER OF
PUBLIC HEARING ON COMPLETED TDOC PROJECT

A Public Hearing was held on the completed TDOC Project (elevator project). No comments were made by the public. The Public Hearing was closed.

IN THE MATTER OF
DEPOSITING COUNTY FUNDS IN THE TEXAS
TREASURER SAFE KEEPING TRUST COMPANY

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving depositing county funds in the Texas Treasurer Safe Keeping Trust Company (Tex Pool). Motion carried unanimously.

IN THE MATTER OF
PAYROLL DEDUCTIONS FOR PERSONAL SAVINGS ACCOUNTS

Tabled until later.

IN THE MATTER OF
HIRING CONSTRUCTION MANAGER
FOR COURTHOUSE RENOVATION

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to bid project for general contractor for the courthouse renovation. Motion carried unanimously.

IN THE MATTER OF
RENTING OFFICE SPACE DURING
COURTHOUSE RENOVATION

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields appointing the county judge to locate rental space for county offices in the courthouse with the approval of the county officials. Motion carried unanimously.

EXECUTIVE SESSION

The Commissioners' Court went into Executive Session to consider the sale of County Property, with the following action taken:

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner J. W. Terrell, Jr. to sell the maintenance building and six acres to Texas Utilities Mining Company. Motion carried unanimously.

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields approving the county judge signing the deed from the county to Texas Utilities Mining Company. Motion carried unanimously.

ORDER OF COMMISSIONERS' COURT
TITUS COUNTY, TEXAS

On the 21st day of December, 1990, the Commissioners Court of Titus County met in regular session at the Courthouse of Titus County, in the City of Mt. Pleasant, Texas, at 9:00 A m., with the following commissioners being present:

Alford L. Flanagan, County Judge
Mike Price: Commissioner, Precinct 1
Mike Fields: Commissioner, Precinct 2
J. W. Terrell: Commissioner, Precinct 3
Carl Ferrell: Commissioner, Precinct 4

When and where the following proceedings were had:

Upon a motion made by Commissioner Carl Ferrell, duly seconded by Commissioner J. W. Terrell, the following Order was passed by unanimous vote:

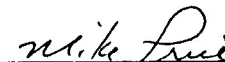
BE IT ORDERED that the County of Titus convey to Texas Utilities Mining Company that certain six (6) acre tract described as follows:

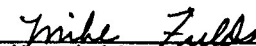
All that certain tract of land, containing 6.0 acres, situated in the H. Northcutt Survey, A-416, Titus County, Texas, and being the same land described in that certain Warranty Deed from Blackstone Equipment Company to Titus County, dated August 7, 1986, and recorded in Volume 502, Page 301 of the Titus County Deed Records, and being further described on Exhibit "A" attached hereto,


for the sum of Four Hundred Nineteen Thousand Seven Hundred Sixty-four and No/100 dollars (\$419,764.00), in accordance with the terms of that certain Option executed by the Commissioners of Titus County on even date hereof, which is attached hereto as Exhibit "B";

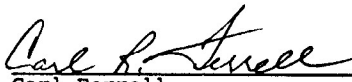
BE IT FURTHER ORDERED that ALFORD L. FLANAGAN, County Judge, is hereby empowered to execute a Warranty Deed to Texas Utilities Mining Company, on behalf of Titus County, in the form of that Warranty Deed attached to this Order as Exhibit "C", conveying the above-described property to Texas Utilities Mining Company.


Alford L. Flanagan
County Judge


Mike Price
Commissioner, Precinct 1


Mike Fields
Commissioner, Precinct 2


J. W. Terrell
Commissioner, Precinct 3


Carl Ferrell
Commissioner, Precinct 4

Tract 1122

CASH WARRANTY DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TITUS §

That the COUNTY OF TITUS, acting through Alford L. Flanagan, County Judge, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other valuable consideration to it in hand paid by TEXAS UTILITIES MINING COMPANY, as follows:

CASH, the receipt and sufficiency of which is hereby acknowledged and confessed;

has Granted, Sold, and Conveyed, and by these presents does Grant, Sell, and Convey unto the said TEXAS UTILITIES MINING COMPANY, whose address is 400 North Olive Street, L.B. 85, Dallas, Texas 75201, of the County of Dallas, State of Texas, the following described tract of land in Titus County, Texas, together with all improvements situated thereon, to-wit:

All that certain tract of land, containing 6.0 acres, situated in the H. Northcutt Survey, A-416, Titus County, Texas, and being the same land described in that certain Warranty Deed from Blackstone Equipment Company to Titus County, dated August 7, 1986, and recorded in Volume 502, Page 301 of the Titus County Deed Records, and being more fully described on Exhibit "A" attached hereto and made a part hereof for all descriptive purposes.

Grantor excepts from this conveyance and reserves unto itself and the present record owners, their heirs and assigns, all of the oil, gas and liquid hydrocarbons produced therewith in and under the above described lands, together with the right of ingress and egress for the recovery and production of same. However, no operations for the recovery of such oil, gas and liquid hydrocarbons produced therewith shall interfere with Grantee's use of the subject property. Grantor specifically conveys to Grantee all of the coal and lignite lying in, on, and under the subject land.

This conveyance is subject to all easements of record in the Deed Records of Titus County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in

anywise belonging unto the said TEXAS UTILITIES MINING COMPANY, its successors and assigns forever and Titus County does hereby bind itself to warrant and forever defend, all and singular the said premises unto the said TEXAS UTILITIES MINING COMPANY, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS MY HAND this the ____ day of _____, 1990.

ALFORD L. FLANAGAN
County Judge

STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the ____ day of _____, 1990, by ALFORD L. FLANAGAN, County Judge of Titus County.

Notary Public, State of Texas

NL1356

IN THE MATTER OF
APPROVING OFFICIALS' REPORTS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price approving the officials' reports. Motion carried unanimously.

IN THE MATTER OF
SIGNING PAY ORDERS
AND PAYING BILLS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Carl R. Ferrell approving signing pay orders and paying bills. Motion carried unanimously.

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields approving Precinct 4 paying \$37.50 to the maintenance shop for work on a dozer-trailer owned by Precincts 3 & 4. Motion carried unanimously.

IN THE MATTER OF
APPROVING OPTION AGREEMENT FOR
THE SALE OF COUNTY PROPERTY

Motion was made by Commissioner Carl R. Ferrell and seconded by Commissioner J. W. Terrell, Jr. approving the Option Agreement for the sale of county property. Motion carried unanimously.

CONFIDENTIAL

Area 421 B-2
Tract 1122

OPTION

THE STATE OF TEXAS §
 §
COUNTY OF TITUS §

KNOW ALL MEN BY THESE PRESENTS:

That Titus County, by the undersigned, herein called Seller for and in consideration of the sum of TEN THOUSAND DOLLARS (\$10,000.00) cash in hand paid by TEXAS UTILITIES MINING COMPANY hereinafter called Buyer, receipt of which is hereby acknowledged, have Granted, and do hereby Grant, unto Buyer the option to purchase within ONE HUNDRED EIGHTY (180) DAYS from this date, for the purchase price hereinafter stated, all those certain lands situated in Titus County, Texas and described as follows:

All that certain tract of land, containing 6.0 acres, situated in the H. Northcutt Survey, A-416, Titus County, Texas, and being the same land described in that certain Warranty Deed from Blackstone Equipment Company to Titus County, dated August 7, 1986, and recorded in Volume 502, Page 301 of the Deed Records of Titus County, Texas.

The undersigned shall be paid FOUR HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SIXTY-FOUR AND NO/100 DOLLARS (\$419,764.00) for the property. The above lands shall be surveyed at Buyer's expense and the surveyor's field notes shall be used in preparing the Warranty Deed when the transaction is finally closed.

Buyer shall, at his expense, make such examination of title as he may desire, and on or before the end of the option period shall advise the Seller as to whether or not he intends to exercise the option. It is contemplated that the Buyer will complete title examination and satisfy himself as to the condition of the title on or before the end of the option period; but Buyer may have additional time, up to FORTY-FIVE (45) DAYS, if necessary, by reason of title problems.

The deed conveying said lands shall be prepared at Buyer's expense; but the Seller on closing, shall pay all delinquent taxes and encumbrances.

The lands will be conveyed subject to any prior mineral and/or royalty reservations and easements of record in the office of the County Clerk of Titus County, Texas. Seller will reserve all oil, gas, and liquid

hydrocarbons produced therewith which it may own in and under such lands, it being understood, however, that no operations for the recovery of such oil, gas, and liquid hydrocarbons shall interfere with Buyer's use of the Property. Seller makes no reservation of coal and lignite. Buyer herein shall receive full fee simple title to all lignite or coal in, on, or under the above described property.

Seller may remain in possession of the property for a period of TWELVE (12) MONTHS following closing. In the event Seller elects to vacate the property prior to the termination of said twelve-month period, however, Seller shall be deemed to have waived the right of possession herein granted and shall have no right to re-enter the premises. Such right of possession is personal to Seller and shall not be transferred or assigned in any manner. At all times while in possession of the property, Seller shall be solely responsible for maintenance, repair and upkeep of the property and all improvements thereto. Seller covenants and warrants unto Buyer that it will deliver the property in substantially its present condition, normal wear and tear excepted.

Seller retains the right to rent the property for additional time at the rate of FOUR HUNDRED DOLLARS (\$400.00) per month on a month-to-month basis under Texas Utilities Mining Company's Commercial Property Lease Agreement. Seller retains the right to negotiate for the purchase of the improvements situated on the described tract prior to their vacation of the property.

Buyer shall have access to and shall be privileged to enter upon the property for the purpose of doing exploratory work for its mining operations, including, but not limited to, surveying, core drilling, and obtaining soil and water samples. Buyer shall have access to and shall be privileged to enter upon the property for the purpose of constructing roads, pipelines, electrical transmission lines, drainage improvements, or such other temporary or permanent structures, improvements or usages as shall be reasonably necessary in connection with its operations in the vicinity of the property.

The undersigned covenant, warrant, represent and agree that neither the undersigned nor any members of the undersigned's family or other persons who own any interest in the Property or are otherwise entitled to

receive any of the consideration referenced herein, shall (directly or indirectly) purchase or otherwise acquire any legal or beneficial interest (including but not limited to any sole, joint, community or partnership interest, any interest as the beneficiary of a trust or shareholder of a corporation, cooperative or other association, any executory, leasehold or fee simple estate, joint tenancy, tenancy in common or any other interest of whatever nature or description) in real property, located in the area more particularly described below, hereinafter called the Restricted Zone, for a period of seven (7) years following the execution of this Option. This covenant shall survive Seller's delivery of a deed to the Property. The Restricted Zone consists of the following described area:

The northwest corner of the area shall be the northwest corner of the Wm. Eakin Survey (A-203); thence along a line extending south along and concurrent with the western boundary of the Wm. Eakin Survey until such line intersects the southern boundary of the Jno. Sherril Survey (A-516); thence on a line extending east along and concurrent with the southern boundary of such Jno. Sherril Survey until such line intersects the centerline of FM 2152; thence in a northerly direction along and concurrent with the centerline of FM 2152 until such centerline intersects a line extending east from the northwest corner of the Wm. Eakin Survey along and concurrent with the northern boundary of the Wm. Eakin Survey until such line intersects with the centerline of FM 2152.

The TEN THOUSAND DOLLARS (\$10,000.00) paid with this option is a part of the purchase price; and upon tender of the purchase money in full, Seller agrees to execute and deliver a General Warranty Deed conveying title to said lands above described free and clear of all encumbrances.

Seller makes no reservation of buildings or other structures, fences, or fixtures attached to any building, except Seller shall reserve the right to negotiate for the purchase of said improvements prior to Seller's vacation of the described property.

It is understood and agreed that the terms of this Option, and all negotiations relating thereto, are considered confidential by Buyer, and Seller agrees that it will not disclose the same, except as may be required in connection with the filing of Federal income tax returns as a result of this transaction, without the prior written consent of Buyer. It is further understood and agreed that if Buyer shall deem any such

disclosure necessary, such disclosure shall not constitute a waiver of Buyer's right to have Seller maintain its confidentiality and silence with respect to the terms of this Option. This provision shall survive the Exercising of this Option.

This option shall inure to the benefit of and bind the successors and assigns of the Seller.

WITNESS OUR HANDS this the 21 day of December, 1990.

Alford L. Flanagan
ALFORD L. FLANAGAN,
Titus County Judge

Mike Price
MIKE PRICE, Titus County
Commissioner, Precinct 1

J.W. Terrell
J.W. TERRELL, Titus County
Commissioner, Precinct 3

Mike Fields
MIKE FIELDS, Titus County
Commissioner, Precinct 2

Carl R. Terrell
CARL FERRELL, Titus County
Commissioner, Precinct 4

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the 21 day of December, 1990, by ALFORD L. FLANAGAN as JUDGE OF TITUS COUNTY, TEXAS.



Donna Kay Spearman
Notary Public, THE STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the 21 day of December, 1990, by MIKE PRICE as COMMISSIONER, PRECINCT 1, OF TITUS COUNTY, TEXAS.



Donna Kay Spearman
Notary Public, THE STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the 21 day
of December, 1990, by MIKE FIELDS as COMMISSIONER, PRECINCT 2,
OF TITUS COUNTY, TEXAS.



Donna Kay Spearman
Notary Public, THE STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the 21 day
of December, 1990, by J. W. TERRELL as COMMISSIONER,
PRECINCT 3, OF TITUS COUNTY, TEXAS.



Donna Kay Spearman
Notary Public, THE STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the 21 day
of December, 1990, by CARL FERRELL as COMMISSIONER,
PRECINCT 4, OF TITUS COUNTY, TEXAS.



Donna Kay Spearman
Notary Public, THE STATE OF TEXAS

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner
Mike Fields to adjourn. Motion carried unanimously.

The above and foregoing minutes for the month of December, 1990 were read and approved this 15th day of January, 1991.

Alford L. Flanagan
ALFORD L. FLANAGAN, COUNTY JUDGE

Mike Price
MIKE PRICE
COMMISSIONER PRECINCT #1

Mike Fields
MIKE FIELDS
COMMISSIONER PRECINCT #2

J. W. Terrell, Jr.
J. W. TERRELL, JR.
COMMISSIONER PRECINCT #3

Thomas E. Hockaday
THOMAS E. HOCKADAY
COMMISSIONER PRECINCT #4

Eugenia Roach
EUGENIA ROACH, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR DECEMBER, 1990 A.D.
RECORDED ON THE 15th DAY OF JANUARY, 1991 A.D.

EUGENIA ROACH
COUNTY CLERK, TITUS COUNTY, TEXAS

BY Jean Crowe
DEPUTY COUNTY CLERK

COMMISSIONERS' COURT

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in Regular Session on Monday, January 14th, 1991 in the Titus County Courtroom with the following members present:

ALFORD L. FLANAGAN
MIKE PRICE
MIKE FIELDS
J. W. TERRELL, JR.
THOMAS E. HOCKADAY
EUGENIA ROACH

COUNTY JUDGE
COMMISSIONER PRECINCT 1
COMMISSIONER PRECINCT 2
COMMISSIONER PRECINCT 3
COMMISSIONER PRECINCT 4
COUNTY CLERK

ABSENT: NONE

and the following proceedings were had to wit:

IN THE MATTER OF
OPENING BIDS FOR TWO NEW
AUTOS FOR THE SHERIFF

Motion was made by Commissioner Mike Price and seconded by Commissioner Mike Fields to accept the low bid of Donnie Keck Ford, Inc. for \$13,844.00 for a car and \$15,828.00 for a pick-up truck. (One other bid was received from Sandlin Motors, Inc. for \$16,034.17 for a car and \$16,182.00 for a truck.) Motion carried unanimously.



DONNIE KECK FORD, Inc.

203 Ferguson Road P.O. Box 972
Telephone 572-3486
MT. PLEASANT, TEXAS 75455

JANUARY 10, 1991

TO: COUNTY AUDITOR'S OFFICE
MR. PAUL E. BOGGS

REGARDING: BIDS FOR TWO NEW AUTOS FOR THE SHERIFF'S DEPARTMENT.

GENTLEMEN;

WE WOULD APPRECIATE YOUR CONSIDERATION ON THE TWO FOLLOWING BIDS.