

**COMMISSIONERS' COURT
REGULAR MEETING
DECEMBER 12, 1994**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Regular Session* on Monday, December 12, 1994, 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
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4
JEAN CROVER.....DEPUTY COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CARL JOHNSON, COUNTY AUDITOR

MIKE BOLES	JOHNNY CONROY
GAIL NORRIS	MAX NATION
DANNY CROOKS	JOHN McNUTT
ROBERT M. BAKER	SHAREE HOOPER
HILL ENOCHS	RON FISCHER
HUELLA CAMPBELL	RICHARD (DICK) McCRAVER
ART SCHARLACH	

**IN THE MATTER OF
CONSIDERING BIDS FOR
NEW TRACTOR BACK HOE LOADER**

Conroy Ford Tractor, East Texas Machine, Inc. and Case submitted bids for the Courts consideration.

The bids having been opened the consensus of the Court was to be able to study the bids.

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to table this matter until the December 27 meeting. Motion carried unanimously.

IN THE MATTER OF
DISCUSSING AND CONSIDERING
"FREEPORT" EXEMPTION ON TAXES
FOR METAL INDUSTRIES, INC.

Mr. Art Scharlach of Guaranty Bank spoke on behalf of Metal Industries, Inc. of Pennsylvania. Mr. Scharlach asked; the Court to consider granting the Freeport Tax Exemption to Metal Industries, Incorporation. Titus County needs to stay competitive with surrounding counties. Attracting new industries Mr. Scharlach went on to say was important to its growth. He said, "New industries look for good hospital, schools, colleges, airport with 500 foot runway, and a good distribution area for their products." Mr. Scharlach stated, "We have a good job market here. Titus County employers benefit from a good job market. Metal Industries, Inc. has just recently acquired Kwik-Way Corporation. Kwik-Way Corporation employees future looks bright with the new owners."

Commissioners' stated they would like to discuss this in their Executive Session before making a decision.

IN THE MATTER OF
RE-WORK OF COLONIAL CAFETERIA

Sharee Hooper and Ron Fischer will be visiting with employees of Titus County for renewal and new applicants for the cafeteria plan. They have 50% enrollment. The Court felt no action was necessary for Colonial's representatives to do their job.

IN THE MATTER OF
APPROVING ACORDIA BENEFITS
FOR 1995 HEALTH INSURANCE

Gail Norris presented to the Court new rates, and a new wellness clause allowing up to \$200.00 per person and dependents covered.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve the new decreased rate from Acordia Benefits for 1995. Motion carried unanimously. *SEE ATTACHMENT "A"*

IN THE MATTER OF
DISCUSSING DENTAL INSURANCE
FOR COUNTY EMPLOYEES

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Price to table until December 27 meeting. Motion carried unanimously.

IN THE MATTER OF
TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION

City of Mt. Pleasant representative, Mike Boles told the Court that the City was checking into the Grant. The grant would pay 50% of fees for an officer to investigate illegal dump sites and other illegal waste.

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to look into the Grant before a decision is made. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF
APPROVING PAYMENT OF
PAUPER'S FUNERAL FOR BILLY GLEN WISE

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to approve paying Bates-Cooper-Weems-Robison Funeral Home for the pauper's funeral of Billy Glen Wise in the sum of Nine

Hundred and Fifty Dollars. Motion carried unanimously. *SEE ATTACHMENT "C"*

IN THE MATTER OF
APPROVING NOVEMBER 1994
MINUTES

Motion was made by Commissioner Mike Price and seconded by Commissioner Mike Fields to approve the November 1994 minutes. Motion carried unanimously.

IN THE MATTER OF
APPROVING PRECINCT 1 AND
TELZIE McCOO LEASE AGREEMENT

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve the lease agreement with Precinct 1 and Telzie McCoo. Motion carried unanimously. *SEE ATTACHMENT "D"*

IN THE MATTER OF
APPROVING PRECINCT 2 AND
MUARY A. AND DANA BUFORD

Motion was made by Commissioner Mike Fields and Commissioner Thomas E. Hockaday to approve the lease agreement with Precinct 2 and Muary A. and Dana Buford. Motion carried unanimously. *SEE ATTACHMENT "E"*

IN THE MATTER OF
APPROVING GREENBRIAR LANE AND
GOLDLEAF LANE IN PRECINCT 2

Motion was made by Commissioner Mike Fields and seconded by Commissioner J. W. Terrell, Jr. to approve the Greenbriar Lane and Goldleaf Lane in Precinct 2 once the cul de sac meets specifications agreed upon by Commissioner Fields and developers. Motion carried unanimously.

IN THE MATTER OF
DISCUSSING PUBLIC WASTE FACILITY
AT TITUS COUNTY MAINTENANCE CENTER

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to have Waste Management to present a total cost package for a public waste facility at the Titus County Maintenance Center for the December 27 meeting.

IN THE MATTER OF
BUDGET AMENDMENTS

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve line item budget amendments. Motion carried unanimously.

Court went into executive session. The Court proceeded after Commissioners and County Judge returned to the courtroom.

IN THE MATTER OF
COUNTY OFFICIALS REPORTS

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Mike Fields to approve county 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 Thomas E. Hockaday to approve signing pay orders and paying bills. Motion carried unanimously.

**IN THE MATTER OF
APPROVING CITY OF MT. PLEASANT AND
TITUS COUNTY JAIL CONTRACT**

Titus County Sheriff's Department would house and feed City inmates. The City would provide medical expenses, transportation for their inmates.

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve the Jail Contract between the City of Mt. Pleasant and Titus County. Motion carried unanimously.

**IN THE MATTER OF
ADJOURNMENT**

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

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Acordia Benefits
of Texas, Inc.
P.O. Box 130187
Tyler, TX 75713-0187
Telephone: (903) 581-2600
(800) 477-2287
Fax: (903) 504-5725

ATTACHMENT "A"

Acordia.

November 28, 1994

The Honorable Judge Alford Flanagan
Titus County
100 West First, Suite 200
Mt. Pleasant, Texas 75455

RE: TITUS COUNTY RENEWAL OF EXCESS HEALTH/LIFE

Dear Judge Flanagan:

We are pleased to advise that we have been successful in negotiating with National Underwriting Services concerning the renewal of the Excess Health and Life coverage and Term Life and AD&D. National Underwriting has agreed to decrease your rates for stop loss coverage effective January 1, 1995.

We feel fortunate to have negotiated with the stop loss carrier to add a Wellness Benefit to your contract effective 1/1/95. Attached to this letter is a summary of the additional benefits which we feel will be most beneficial to the employees of Titus County.

	CURRENT RATES	RENEWAL RATES
CONTRACT BASIS	PAID	PAID
SPECIFIC LEVEL	\$12,500	\$12,500
SPECIFIC RATES		
EMPLOYEE/ONLY	\$ 58.68	\$ 52.81
EMPLOYEE/FAMILY	\$144.02	\$129.62
AGGREGATE/EE/MO	\$ 5.68	\$ 5.68
OPTIONAL ADVANCE FUNDING/EE/MO	N/A	\$.75
AGGREGATE FACTORS		
EMPLOYEE/ONLY	\$144.04	\$123.16
EMPLOYEE/FAMILY	\$340.40	\$291.04
TERM/AD&D		
TERM/\$1,000	\$.33	\$.33
AD&D/\$1,000	\$.05	\$.05
DEPENDENT LIFE/UNIT	\$ 2.65	\$ 2.65

Judge Flanagan - Page 2

Judge, we put your group out to bid before we received the renewal information. We have prepared a spreadsheet showing a comparison of your present coverage with bids received.

Your business is appreciated and if I can be of any further assistance, please let me know.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gail", with a long horizontal flourish extending to the left.

Gail Norris

GN/sab
Enc.

TITUS COUNTY

WELLNESS BENEFIT

Effective 1/1/95

100% - no deductible

Covers mammogram, pap smear, prostate exam, physical exam (including eye and hearing), immunizations

Maximum benefit - \$200 per participant per year

ABOVE IS FOR ILLUSTRATION PURPOSES ONLY AND DOES NOT FORM A PART OF ANY GROUP CONTRACT. THE PLAN DOCUMENT ALONE DETERMINES BENEFITS PAYABLE. ALL PROPOSALS ARE SUBJECT TO HOME OFFICE APPROVAL.

11/28/94 CARRIER:		TITUS COUNTY	
SPECIFIC DEDUCTIBLE		AMERICAN CONTINENTAL CURRENT \$12,500	
PREMIUM		AMERICAN CONTINENTAL RENEWAL \$12,500	
EMPLOYEE EMP/DEPENDENT		SOUTHLAND LIFE INSURANCE \$12,500	
TOTAL MONTHLY		CONTINENTAL INSURANCE COMPANY \$12,500	
TOTAL ANNUAL		COMMERCIAL UNION LIFE \$12,500	
SPECIFIC CONTRACT BASIS		SEABOARD LIFE INSURANCE \$12,500	
AGGREGATE STOP LOSS PREMIUM		LAMAR LIFE INSURANCE \$12,500	
PER EMP. PER MONTH		LIFE OF GEORGIA \$12,500	
TOTAL MONTHLY		STATE MUTUAL LIFE \$12,500	
TOTAL ANNUAL			
LIFE PLAN			
VOLUME: \$960,000			
TERM: 1,000			
ADSD/1,000			
TOTAL MONTHLY			
TOTAL ANNUAL			
ADMINISTRATION			
PER EMP. PER MONTH			
TOTAL MONTHLY			
TOTAL ANNUAL			
UTILIZATION REVIEW			
PER EMP. PER MONTH			
TOTAL MONTHLY			
TOTAL ANNUAL			

SYNERGY + \$1.20 \$1,382.40

11/28/94

TITUS COUNTY

CARRIER

SPECIFIC DEDUCTIBLE

TOTAL FIXED COSTS

SPECIFIC STOP LOSS

AGGREGATE STOP LOSS

LIFE

ADMINISTRATION

UTILIZATION REVIEW

TOTAL ANNUAL

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PAGE 265

MAX AGGREGATE CLAIMS

FACTORS

EMPLOYEE

EMPLOYEE

TOTAL ANNUAL

AGGREGATE CONTRACT BASIS

RUN-IN LIMIT

COMBINED FIXED COSTS & WORST CASE LIABILITY

AMERICAN CONTINENTAL CURRENT	AMERICAN CONTINENTAL RENEWAL	SOUTHLAND LIFE INSURANCE	CONTINENTAL INSURANCE COMPANY	COMMERCIAL UNION LIFE	SEABOARD LIFE INSURANCE	LAMAR LIFE INSURANCE	LIFE OF GEORGIA	STATE MUTUAL LIFE
\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
\$96,273.60	\$86,645.28	\$68,044.32	\$67,674.72	\$77,000.64	\$98,573.28	\$96,298.56	\$78,075.36	\$82,243.20
\$6,543.36	\$6,543.36	\$5,817.60	\$7,683.94	\$5,598.72	\$4,734.72	\$8,789.76	\$6,624.00	\$6,209.28
\$4,377.60	\$4,377.60	\$4,282.40	\$4,282.40	\$4,282.40	\$4,953.60	\$5,184.00	\$4,282.40	\$4,282.40
\$9,504.00	\$10,080.00	\$10,080.00	\$10,080.00	\$10,080.00	\$10,080.00	\$10,080.00	\$10,080.00	\$10,080.00
\$1,670.40	\$1,670.40	\$1,670.40	\$1,670.40	\$1,670.40	\$1,670.40	\$1,670.40	\$1,670.40	\$1,382.40
\$118,368.96	\$109,316.64	\$89,874.72	\$91,371.36	\$98,612.16	\$120,012.00	\$122,022.72	\$100,712.16	\$104,177.28
\$144.04	\$123.16	\$113.19	\$195.62	\$118.49	\$116.16	\$128.28	\$85.65	\$116.95
\$340.40	\$291.04	\$327.08	\$195.62	\$301.94	\$331.55	\$328.00	\$212.84	\$300.75
\$231,911.04	\$198,288.00	\$202,261.92	\$225,354.24	\$198,139.68	\$206,187.36	\$215,700.48	\$141,404.64	\$196,483.20
PAID	PAID	15/12	15/12	15/12	PAID	15/12	15/12	15/12
\$350,287.00	\$307,624.64	\$232,136.64	\$316,725.60	\$296,751.84	\$326,139.36	\$337,729.20	\$242,116.80	\$300,660.48
		\$34,667	\$27,000	\$30,471			\$31,772	

ABOVE IS FOR ILLUSTRATION PURPOSES ONLY AND DOES NOT FORM A PART OF ANY GROUP CONTRACT. THE PLAN DOCUMENT ALONE DETERMINES BENEFITS PAYABLE. ALL PROPOSALS ARE SUBJECT TO HOME OFFICE APPROVAL.

John Hall, Chairman
Pam Reed, Commissioner
Peggy Garner, Commissioner
Anthony Grigsby, Executive Director



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

NOTIFICATION OF AVAILABILITY OF GRANTS TO LOCAL GOVERNMENTS FOR ASSISTANCE IN ENFORCING PROHIBITIONS ON SOLID WASTE DUMPING AND LITTERING

The Texas Natural Resource Conservation Commission (TNRCC) announces the availability of \$700,000 in assistance grants for the purpose of supporting local government efforts to: (1) minimize initial response and case resolution times with respect to solid waste related citizen complaints, including complaints alleging violations of solid waste laws by solid waste transporters; (2) develop or strengthen investigative and enforcement capabilities; (3) reduce occurrences of illegal dumping including, but not limited to, the illegal disposal of used automotive oil and/or oil filters, batteries, scrap tires, sludge, septage, and regulated medical waste; and (4) discourage littering. Routine surveillance or inspection of TNRCC permitted or registered sites as well as cleanup of illegal sites is not intended to be a part of enforcement support programs funded under this Request for Proposals (RFP). The deadline for applying for a grant under this RFP is 5:00 p.m., Monday, January 9, 1995.

In order to be considered for funding, applications must be prepared and submitted in accordance with the RFP and other printed guidelines available from TNRCC as part of Grant Application Packet No. 95ENF. Please note that a sample contract will be included in the Grant Application Packet in an effort to expedite the negotiation of contracts. This contract represents the conditions under which the TNRCC is willing to grant funds to local governments, for this solid waste enforcement assistance program; substantial variation from the sample contract should not be expected. Local government representatives desiring to receive this particular packet are encouraged to call or write Mr. Tim Haase of the TNRCC Municipal Solid Waste Division, Compliance and Enforcement Section at (512) 239-6660 or P.O. Box 13087, Austin, Texas 78711-3087 and request Grant Application Packet No. 95ENF.

Applicants eligible to receive funding include Texas cities and counties, city and/or county health departments, local law enforcement agencies, and other public agencies having authority to conduct solid waste related enforcement activities. Eligible applicants must have authority to carry out activities described in either §361.225 "Suit By County or Political Subdivision", or §361.226 "Suit By Municipality" in the Solid Waste Disposal Act, TEX. HEALTH AND SAFETY CODE ANN. Chapter 361 (Vernon 1992); or to initiate and complete the various enforcement item provisions contained in §365.013 and §365.033 of the Texas Litter Abatement Act, TEX. HEALTH AND SAFETY CODE ANN. Chapter 365 (Vernon 1992).

The TNRCC intends that applicants must be able and willing to carry out investigation and prosecution functions that are related to the overall program objectives in enforcing prohibitions on solid waste dumping and littering. Financial assistance provided by TNRCC shall be matched, at least equally, by funds and/or designated in-kind services to be provided by the grant recipient. The TNRCC will not consider applications that request more than \$100,000 in grant funds. The source of funds for these announced grants is the Municipal Solid Waste Disposal Fee, which is collected by the State of Texas for municipal solid waste disposed of in the State. The TNRCC has authority to provide enforcement assistance grants to local governments pursuant to §§361.014, 361.031 of the Texas Solid Waste Disposal Act (Vernon 1992).

P.O. Box 13087 • Austin, Texas 78711-3087 • 512/239-1000

11-17-94

printed on recycled paper using soy based ink



ATTACHMENT "C"

VOL 18 PAGE 267

Titus County Commissioners' Court
Mt. Pleasant, Texas

APPLICATION FOR PAYMENT OF PAUPER'S FUNERAL

DATE Nov 25, 1974

I, the undersigned, hereby state that I was related to the deceased

Billy Glen Wise as Brother
(Name of Deceased) (Relationship)

I further state that neither the deceased nor any person responsible for the deceased had any assets such as money, bank accounts, investments, insurance, property or any such assets other than those listed below which are applied to cost of the pauper's funeral.

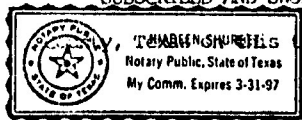
List of assets owned by deceased or person responsible for deceased:

MONEY	\$ <u>0</u>
PROPERTY	\$ <u>0</u>
INSURANCE	\$ <u>0</u>
OTHER ASSETS	\$ <u>0</u>
TOTAL ASSETS	\$ <u>0</u>

I hereby make application to the Commissioners' Court of Titus County that payment be made for the funeral, less any assets as listed above.

X E. W. P. Allen

SUBSCRIBED AND SWORN TO BEFORE ME a Notary Public in and for Titus

on 29 day of November, 1974.Judson - Shredet

Bates-Cooper-Weems-Robison FUNERAL HOME L.L.P.**Bates-Cooper-Weems INSURANCE COMPANY**

P.O. Box 1123
1123 North Jefferson
Mt. Pleasant, Texas 75456-1123
(903) 572-3621

Ellis Allen
Harts Bluff Traller Park
Mount Pleasant, TX 75456-1123

ID#: WIS

For The Funeral Service of:
Billy Glen Wise

INTEREST OF % ANNUAL PERCENTAGE RATE CHARGE ON BALANCE AFTER 30 DAYS

DATE	DESCRIPTION	CHARGES	PAYMENTS	TOTALS
11/25/94	Professional Services	255.00		
	Facilities & Equipment	90.00		
	Automotive Equipment	90.00		
	ClothCover	320.00		
	TOTAL SERVICES AND MERCHANDISE			755.00
	CASH ADVANCES			
	Open & Close Grave	195.00		
				195.00
	TOTAL AMOUNT DUE			950.00
11/25/94	General Sales Contract	950.00		950.00
	BALANCE DUE		\$	950.00

Mr. Wise did not receive W2 form or file income
tax return.

ATTACHMENT "D"
AGREEMENT OF LEASE

COUNTY OF TITUS 1

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT OF LEASE, effective January 1, 1995 by and between Telzie McCoo, hereinafter called "Lessor", and MIKE PRICE, County Commissioner of Titus County, Texas, hereinafter called "Lessee."

W I T N E S S E T H :

1. Lessor hereby leases to Lessee and his successors in office all that certain tract of land described as follows: SEE ATTACHED EXHIBIT "A".
2. This lease shall be for a term of 12 months, or as long thereafter as the property is utilized in the following described manner by Lessee and the following conditions and provisions are complied with. This lease may be terminated by either party by submitting notice of intent to cancel said lease to the other party in writing sixty (60) days prior to such termination.
3. The consideration of this lease is \$2,100.00 payable in one (1) payment. This lease shall be for a term of twelve (12) months beginning January 1, 1995 and ending December 31, 1995.
4. Lessee agrees that said premises shall be used for the purpose of storing and mixing road materials, or any other purpose agreed upon by the parties. In the use of said premises, Lessee shall comply with all laws, governmental rules and regulations enacted or promulgated by any governmental authority. No building of any kind shall be erected by Lessee upon the leased premises without prior written approval of the Lessor.
5. Lessee covenants and agrees that he will not assign this lease nor sublet the whole or any part of said premises without first securing the written approval of Lessor.
6. Lessee accepts the premises as suitable for his purposes and waives any defects therein; and Lessor shall not be liable to Lessee, his employees, patrons, or visitors, for any injury or damage to person or property arising out of the condition of the premises.

EXECUTED IN DUPLICATE this 15th day of December, 1994.

Telzie McCoo
TELZIE MCCOO, Lessor

Mike Price
MIKE PRICE, County Commissioner of
Precinct 1, Titus County, Texas,
Lessee

EXHIBIT A

Being eight (8) acres out of the middle of the following tract of land; All that certain lot or parcel of land out of the Ben T. Porter Survey in Titus County, Texas, and BEGINNING at a stake on the NBL of said survey at the NEC of a certain tract out of said survey formerly owned by August Hoffmann, and which is the NWC of lands described in a partition deed recorded in Vol. 220, Page 1 of the Deed Records of Titus County;

THENCE in a Southerly direction with Hoffmann's EBL as follows: South 1036 feet, South 0-22 West 594 feet, South 2-40 West 1685 feet to a stake in the NBL of a 5 acre tract being set apart to Minnie McCoo in said partition deed;

THENCE East 135 feet to Minnie McCoo's NEC;

THENCE WITH Minnie McCoo's EBL, South 31-0 East 450 feet and South 32-10 East 50 feet to a stake in said line;

THENCE North 3743 feet to a stake in the NBL of said survey;

THENCE South 89-33 West with said line, 310 feet to the place of Beginning, and containing 26.6 acres of land, and being the same land described in paragraph 7 and being set apart to Callie Baker in a partition deed between the heirs of George Baker, dated May 19, 1955, recorded in Vol. 220, Page 1 of the Deed Records of Titus County, Texas LESS a certain 3.76 acre tract out of the south part heretofore sold by Callie Baker to Telzie McCoo and wife, Minnie McCoo.

ATTACHMENT "K"
AGREEMENT OF LEASE

MOI 18 PAGE 271

THE STATE OF TEXAS

I

COUNTY OF TITUS

I

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT OF LEASE, effective this 1st day of January, 1995, by and between MAURY A. BUFORD and DANA BUFORD, hereinafter called "lessor", and MIKE FIELDS, County Commissioner of Titus County, Texas, hereinafter called "LESSEE."

WITNESSETH:

1. Lessor hereby leases to Lessee and his successors in office all that certain tract of land described as follows: SEE ATTACHED EXHIBIT "A".

2. This lease shall be for a term of twelve (12) months beginning January 1, 1995, and ending December 31, 1995, and as long thereafter as the property is utilized in the following described manner by Lessee and the following conditions and provisions are complied with. This lease may be terminated by either party by submitting notice of intent to cancel said lease to the other party in writing sixty (60) days prior to such termination.

3. The consideration of this lease is \$500.00 payable in one (1) payment.

4. Lessee agrees that said premises shall be used for the purpose of storing and mixing road materials, or any other purpose agreed upon by the parties. In the use of said premises, Lessee shall comply with all laws, governmental rules and regulations enacted or promulgated by any governmental authority. No building of any kind shall be erected upon the leased premises without prior written approval of the Lessor.

5. Lessee covenants and agrees that he will not assign this lease nor sublet the whole or any part of said premises without first securing the written approval of Lessor.

6. Lessee accepts the premises as suitable for his purposes and waives any defects therein; and Lessor shall not be liable to Lessee, his employees, patrons, or visitors, for any injury or damage to person or property arising out of the condition of the premises.

7. Lessor reserves hunting and fishing rights to the property.

EXECUTED IN DUPLICATE this the 12th day of December, 1994

Maury A. Buford
MAURY A. BUFORD, LESSOR

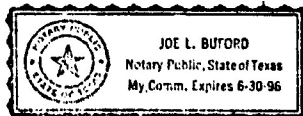
Dana Buford
DANA BUFORD, LESSOR

Mike Fields
MIKE FIELDS, COMMISSIONER PRECINCT 2
TITUS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TITUS

Before me, the undersigned authority, on this day personally appeared Maury A. Buford, Dana Buford and Mike Fields, known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 12 day of Dec., 1994



Joe L. Buford
NOTARY PUBLIC

167.166 Acre Tract: All that certain tract or parcel of land situated in Titus County, State of Texas, a part of the L. S. Suggs Survey, A-518, a part of the W. P. Sinclair Survey, A-526, and a part of the Oelia Coots Survey, A-115, and being all of a Third Tract, all of a Fourth Tract, and a part of a First Tract conveyed by Thomas Earl Allen et ux to Joe L. Buford as recorded in Vol. 318, p. 235 of the Deed Records of said County and bounded as follows:

BEGINNING at an iron rod for corner, the north corner of the aforementioned Fourth Tract, said beginning corner lies in the west right-of-way line of Farm Road No. 21;

THENCE in a southeasterly direction around a curve to the left in the Road right-of-way line (Long Chord bears S 20° 54' 50" E, 530.89 ft.; Radius = 1472.40 ft.) through a Central Angle of 20° 46' 19", for a total distance of 533.80 ft. to an iron rod at the end of the curve;

THENCE S 31° 18' E, continuing along the right-of-way line, 858.12 ft. to an iron rod set at the beginning of a curve to the right;

THENCE in a southeasterly direction around the curve in the Road right-of-way line (Long Chord bears S 26° 11' 30" E, 673.16 ft.; Radius = 3779.72 ft.) through a Central Angle of 10° 13', for a total distance of 673.98 ft. to an iron rod set at the end of the curve;

THENCE S 21° 05' E, continuing along the Road right-of-way line, 113.88 ft. to an iron rod set for corner in the east boundary line of the Sinclair Survey, being also the east boundary line of the aforementioned First Tract;

THENCE S 1° 43' E along the common east boundary line, 689.95 ft. to an iron rod set for corner, the southeast corner of the Sinclair Survey, being also the southeast corner of the First Tract;

THENCE N 89° 53' W along the south boundary line of the Sinclair Survey and the south boundary line of the First Tract, 810.00 ft. to a point for corner in the centerline of Spring Branch, said corner being also the northeast corner of the aforementioned Third Tract;

THENCE generally in a southerly direction along the centerline of Spring Branch, the following courses and distances: S 31° 30' E, 270.0 ft.; S 27° 30' W, 70.0 ft.; S 53° 30' E, 80.0 ft.; N 64° 30' E, 175.0 ft.; S 33° 30' W, 360.0 ft.; S 14° 57' E, 125.0 ft.; S 22° 30' W, 420.0 ft.; S 40° 00' W, 350.0 ft.; N 54° 30' W, 65.0 ft.; West 230.0 ft.; S 43° 00' W, 270.0 ft.; S 72° 00' W, 524.23 ft.; S 27° 00' W, 591.75 ft.; S 24° 13' E, 222.54 ft.; S 33° 53' E, 472.27 ft.; S 3° 30' E, 20.31 ft. to an iron rod set for corner in the north boundary line of Lake Bob Sandlin, said corner being the northeast corner of a 1.29 acre tract conveyed to Titus County Fresh Water Supply District No. 1;

THENCE generally in a westerly direction along the north boundary line of the 1.29 acre tract, being also the shoreline of Lake Bob Sandlin, the following courses and distances: S 83° 41' W, 305.35 ft.; N 36° 15' W, 137.0 ft.; S 66° 57' W, 300.0 ft.; N 36° 58' W, 115.39 ft.; S 88° 41' W, 117.33 ft.; S 77° 08' W, 203.71 ft.; N 66° 12' W, 174.12 ft.; N 32° 37' W, 199.62 ft.; S 24° 42' E, 219.21 ft.; S 66° 27' E, 103.11 ft. to an iron rod for corner in the south boundary line of the Oelia Coots Survey, being also the south boundary line of the Third Tract;

THENCE S 88° 40' W along the common south boundary line, 370.92 ft. to an iron rod set for corner, the southwest corner of the Third Tract;

THENCE N 1° 20' W generally along a fence for the West boundary line of the Third Tract, 1803.13 ft. to an angle point;

THENCE N 1° 15' W, continuing along the fence for the west boundary line, 899.14 ft. to a concrete monument found for corner in the north boundary line of the Oelia Coots Survey, said corner being the northwest corner of the Third Tract;

THENCE N 87° 29' E along a fence for the common north boundary line, 2426.18 ft. to an iron rod set for corner, the southwest corner of the First Tract;

THENCE N 0° 59' W along a fence for the west boundary line of the First Tract, 1819.44 ft. to an iron rod set for corner in the north boundary line of the Sinclair Survey, said corner being the northwest corner of the First Tract;

THENCE S 89° 28' E along the common north boundary line, 106.58 ft. to an iron rod set for corner, the southeast corner of the Fourth Tract;

THENCE N 1° 44' W along a fence for the west boundary line of the Fourth Tract, 814.46 ft. to the place of beginning and containing 167.166 acres of land.

LESS AND EXCEPT: Lessor hereby reserves the right to hunt on the above described tract of land.

The above and foregoing minutes for the month of November 1994 were read and approve this 12th day of December, 1994.

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

Sherry Mars
SHERRY MARS, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR NOVEMBER, 1994 A.D.
RECORDED ON THE 13th. DAY OF DECEMBER, 1994 A.D.

SHERRY MARS, COUNTY CLERK,
TITUS COUNTY, TEXAS

By Jean Craver DEPUTY COUNTY CLERK
