

**COMMISSIONERS' COURT  
REGULAR MEETING  
DECEMBER 14, 1998**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Regular Session* on Monday, December 14, 1998, in the Titus County Courtroom with the following members present.:

DANNY P. CROOKS.....COUNTY JUDGE  
MIKE PRICE.....COMMISSIONER PRECINCT 1  
MIKE FIELDS.....COMMISSIONER PRECINCT 2  
BILLY J. THOMPSON.....COMMISSIONER PRECINCT 3  
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4  
SHERRY MARS.....COUNTY CLERK

ABSENT: NONE

**PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:**

CARL JOHNSON, AUDITOR  
CHRISTIE ROBERTSON, ASSISTANT AUDITOR  
AMBER NEWMAN, ASSISTANT AUDITOR  
RICKY POOLE, SHERIFF  
KENNETH SCHINDLEY, CHIEF DEPUTY SHERIFF

MIKE HALL	DR. CLINT DAVIS
MARK ALEXANDER	LARRY McRAE
ANN RUNDLE	TOM GRIFFITH
STEVE MATUS	BRONSON GUNN
RON JOHNSON	NEAL RONEY
TYLER BANISTER	NATALIE KOOPEUAN
SAMMY WEAVER	

IN THE MATTER OF  
CONSIDER REQUEST FOR A FULL-TIME INTERDICTION  
OFFICER POSITION FOR THE SHERIFF'S DEPARTMENT

In the last month several vehicles have been seized. Several drug arrests have been made. Several pounds of marihuana and over \$40,000.00 in cash have been seized .

The interdiction officer will have to be replaced by another officer to keep up with regular patrol duty.

The job will be considered every year, due to the figures at the end of the year.

The money seized can be used for various purposes such as video equipment, salary, patrol cars, computers and other equipment, as needed.

The Sheriff will come before the Court every year to present this to the Court to continue the Interdiction Officer's position.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve creating an Interdiction Officer's Position on a year to year basis at the Titus County Sheriff's Office.

VOTING YES

Commissioner Precinct 1 Mike Price  
Commissioner Precinct 2 Mike Fields  
Commissioner Precinct 4 Thomas E. Hockaday

VOTING NO

Commissioner Precinct 3 Billy J. Thompson

Motion carried .

IN THE MATTER OF  
APPROVING BUDGET AMENDMENTS

None were presented.

IN THE MATTER OF  
APPROVING COUNTY OFFICIAL REPORTS

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve reports from County Auditor, County Tax Assessor-Collector, County Treasurer, District Clerk, County Clerk, Justice of the Peace Precinct 1, Justice of the Peace Precinct 2, Nortex Volunteer Fire Department, Cookville Volunteer Fire Department, and City of Talco Fire Department. Motion carried unanimously.

IN THE MATTER OF  
SIGNING PAY ORDERS AND PAYING BILLS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF  
CONSIDERING APPROVAL OF PROPOSED CHANGES  
IN INSURANCE BENEFITS AND RATES

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to approve the following changes in insurance benefits and rates:

**MEDICAL INSURANCE**

Employee with Spouse from \$115.00 to \$120.00  
Employee, Spouse & Family from \$152.00 to \$160.00

**PRESCRIPTION**

(All Fees are shown per prescription)

Generic Prescriptions to remain at \$2.00  
Brand Name Prescriptions from \$5.00 to \$10.00

**CORBA INSURANCE CHANGES**

(Insurance after retirement)

Employee from \$336.10 to \$370.00  
Employee & Spouse from \$386.31 to \$425.00  
Employee, Spouse & Family from \$419.78 to \$460.00  
Dependent Child from \$336.11 to \$370.00  
Dependent Spouse from \$336.11 to \$370.00  
Dependent Employee & Child from \$369.57 to \$405.00

**NEW INSURANCE COVERAGE**

R K Surgery will be included.

Motion carried unanimously.

**IN THE MATTER OF  
CONSIDERING AND POSSIBLY APPROVING  
PROPOSED CITY/COUNTY FIRE AGREEMENT**

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to approve proposed City of Mt. Pleasant and Titus County Fire Agreement.

**VOTING YES**

Commissioner Precinct 1 Mike Price  
Commissioner Precinct 2 Mike Fields  
Commissioner Precinct 4 Thomas E. Hockaday

**VOTING NO**

Commissioner Precinct 3 Billy J. Thompson  
Motion carried. *SEE ATTACHMENT "E"*

IN THE MATTER OF  
EXECUTIVE SESSION

The Court went into Executive Session at 10:10 a.m.. The Court returned at 10:40 a.m. and no action was taken.

IN THE MATTER OF  
ADJOURNMENT

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Mike Price to adjourn. Motion carried unanimously.

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The above and foregoing minutes for the month of November, were read and approved this 14th day of December, 1998.

Danny R. Crooks  
DANNY R. CROOKS, COUNTY JUDGE

Mike Price  
MIKE PRICE, COMMISSIONER PRECINCT #1

Mike Fields  
MIKE FIELDS, COMMISSIONER PRECINCT #2

Billy J. Thompson  
BILLY J. THOMPSON, COMMISSIONER PRECINCT #3

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

Sherry Mars  
SHERRY MARS, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR NOVEMBER, 1998 A.D.  
RECORDED ON THE 15th DAY OF DECEMBER, 1998, A.D.

SHERRY MARS, COUNTY CLERK  
TITUS COUNTY, TEXAS

By Jean Craver DEPUTY COUNTY CLERK

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Titus County Commissioners' Court

Mt. Pleasant, Texas

RESOLUTION

WHEREAS, The Titus County Commissioners Court finds it in the best interest of the citizens of Titus County, that the Tactical Narcotics Team Task Force be operated for the 1999/2000 year; and

WHEREAS, Titus County Commissioners Court has considered the proposed application for State and Federal Assistance for said project, in the amount of \$726,533.00 to be submitted to the Office of the Governor, Criminal Justice Division, TNCP Program, and

WHEREAS, Titus County Commissioners Court has agreed to provide matching moneys for the said project in the amount of \$20,972.50, as required by the grant application; and

WHEREAS, Titus County Commissioners Court has agreed that in the event of loss or misuse of the Criminal Justice Division funds, Titus County Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full,

NOW THEREFORE, BE IT RESOLVED that the Titus County Commissioners Court approves submission of the grant application for the Tactical Narcotics Team Task Force to the Office of the Governor, Criminal Justice Division, TNCP Program in the amount of \$726,533.00.

Passed and Approved this 14th day of December, 1998.

*Randy Parks*

TITUS COUNTY JUDGE  
SHERRY MARS, TITUS COUNTY CLERK

*Sherry Mars*

By *Jean Crowe*  
Deputy TITUS COUNTY CLERK

WHEREAS, Commissioners Court of Titus County, Texas has become the owner of certain real property (see attached Exhibit 'A') by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No.24,425.

**Titus County Appraisal District vs. Fred Jolly**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

**NOW THEREFORE BE IT RESOLVED BY THE**

**Commissioners Court of the county of Titus, Titus County, Texas**

That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to

Johnnie Kidd  
P. O. Box 73  
Talco, Texas 75487

for and in consideration of the cash sum of \$650.00, said \$650.00 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 14 day of December, 1998

Attest: Sherry Marie Little Co. Clerk

[Signature]  
County Judge

Buy Jean Crowe, Deputy  
Secretary  
(seal)

Those Voting Aye Were:  
Commissioner Precinct 1 Mike Price

Those Voting Nay Were:  
\_\_\_\_\_

Commissioner Precinct 2 Mike Fields

\_\_\_\_\_

Commissioner Precinct 3 Billy J. Thompson

\_\_\_\_\_

Commissioner Precinct 4 Thomas E. Hockaday

\_\_\_\_\_

**EXHIBIT A**

<b>Cause No.</b>	24,425 Titus County Appraisal District, et al vs. Fred Jolly, et al
<b>Judgment Amount</b>	\$387.45-City of Talco \$33.97-Talco-Bogata CISD \$103.03-Northeast Texas Community College Dist.
<b>Present Bid</b>	\$650.00
<b>Bidder</b>	Johnnie Kidd P. O. Box 73 Talco, Texas 75487

**PROPERTY DESCRIPTION**

Lot 4C, Block 26, Original Townsite of Talco more particularly described in Volume 512, Page 22, Deed Records of Titus County, Texas (Acct. # 0004000-00260-00043-City of Talco)



These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District County, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that is any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, of the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the year the tax lien(s) arose.

VOL 25 PAGE 306

IN TESTIMONY WHEREOF Titus County has caused these presents to be executed this 14 day of December, 1998.

Titus County

BY: *Darryl Cook*

County Judge

STATE OF TEXAS  
COUNTY OF TITUS

X  
X

This instrument was acknowledged before me on this 14 day of December, 1998, by *Darryl Cook* County Judge, of Titus County.



*Tina Driskell*

Notary Public, State of Texas  
Commission Expires: 3-1-99

After recording return to:

Johnnie Kidd  
P. O. Box 73  
Talco, Texas 75787  
afid:\my documents\evale doc\24425.doc 10/30/98 3:40 PM

AGREEMENT OF LEASE

THE STATE OF TEXAS

COUNTY OF TITUS

KNOW ALL MEN BY THESE PRESENTS;

THIS AGREEMENT OF LEASE, effective this 1st day of January, 1999 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, 1999 and ending December 31, 1999, 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 \$600.00 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 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 28th day of Nov. 1998.

Maury A. Buford  
MAURY A. BUFORD, LESSOR

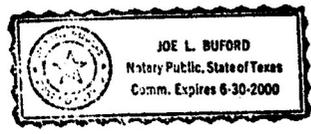
Dana Buford  
DANA BUFORD, LESSOR

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

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 28th day of Nov., 1998.



*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.F. Sinclair Survey, A-526, and a part of the Celia 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 Celia 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 Celia 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 southwest 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.

EXHIBIT "A"

AGREEMENT OF LEASE

COUNTY OF TITUS

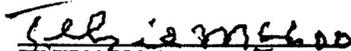
KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT OF LEASE, is effective January 1, 1999 by and between TELZIE McCOO, hereinafter called "Lessor", and MIKE PRICE, 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 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, 1999 and ending December 31, 1999.
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 17th day of December, 1998.

  
TELZIE McCOO, Lessor

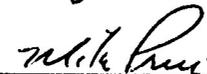
  
MIKE PRICE, County Commissioner of  
Precinct 1, Titus County, Texas  
Lessee

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 50 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.



November 17, 1998

Mike Fields  
Titus County Commissioner, Pct. #2  
Rt. 3, Box 9380  
Mt. Pleasant, Texas 75455

**Re: Area 421 B-2 - Tract 1387 - 62.89 acres - License Agreement**

Dear Mike:

Enclosed in duplicate is the annual License Agreement covering the above captioned property known as the Day property. Please sign both copies and return one to our office along with a check in the amount of \$1.00 payable to TUMCO.

If you have any question, please call our office. A stamped, pre-addressed envelope is enclosed for your convenience.

Sincerely,

  
Kevin Kent  
Monticello SES Land Manager

KK/sh  
enclosure



**6. DEFAULTS:**

**A. Default by Licensee.** If Licensee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Licensor, or should any other person than Licensee secure possession of the premises or any part thereof, by reason of any operation of law, in any manner whatsoever, Licensor may, at his option, without notice to Licensee, terminate this lease, or in the alternative, Licensor may re-enter and take possession of the premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass. In addition, Licensee shall be in default if it does not maintain the premises in accordance with the regulation os those agencies listed in Section 5 of this agreement.

**B. Default by Licensor.** If Licensor defaults in the performance of any term, covenant, or condition required to be performed by him under this agreement, then Licensee may elect either one of the following:

(1) After not less than ten (10) days notice to Licensor, Licensee may remedy such default by any necessary action, and in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by licensee in connection therewith, shall be paid by Licensor to Licensee on demand, and on failure of such reimbursement, Licensee may, in addition to any other right or remedy that Licensee may have, deduct the costs and expenses thereof rom rent subsequently becoming due hereunder; or,

(2) Elect to terminate this agreement on giving at least ten (10) days notice to Licensor of such intention, thereby terminating this agreement on the date designated in such notice, unless Licensor shall have cured such default prior to the expiration of the ten (10) day period.

**7. ASSIGNMENT AND SUBLEASE:** Licensee shall not assign this license, nor sublet all or any portion of the licensed premises without the prior written consent of the Licensor.

**8. MISCELLANEOUS:**

**A. Notices and Addresses.** All notices to be given hereunder shall be given by certified or registered mail, addresses to the proper party at the addresses shown with the signatures hereto.

**B. Parties Bound.** This agreement shall be binding upon and inure to the benefit of the parties hereof and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this agreement.

**C. Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in the County where the property is located.

**D. Prior Agreements Superseded.** This agreement constitutes the sole and only agreement of the parties hereto and supercedes any prior understanding, or written or oral agreements between the parties respecting the within subject matter.

**E. Attorney's Fees.** In the event Licensor or Licensee breaches any of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay reasonable attorneys fees incurred by the prevailing party.

EXECUTED in duplicate as of the 17th day of November, 19 98.

LICENSOR:

TEXAS UTILITIES MINING COMPANY

BY: \_\_\_\_\_

*KK*

Kevin Kent

Monticello SES Land Manager

LICENSEE:

TITUS COUNTY

By: \_\_\_\_\_

*Mike Fields*

Mike Fields

Titus County Commissioner, Precinct #2

Rt. 3, Box 9380

Mt. Pleasant, TX 75455

(903) 572-7172

4615432

Plat #1

APPLICATION FOR PERMIT

RECEIVED

DEC 02 1998

TITUS COUNTY JUDGE

TO: COMMISSIONERS COURT  
Mt. Pleasant, Texas 75455

Application is hereby made by Southwestern Bell Telephone Company  
for permission to lay buried line along/under that certain segment of the  
county road in Precinct # One (1) at the following location(s):

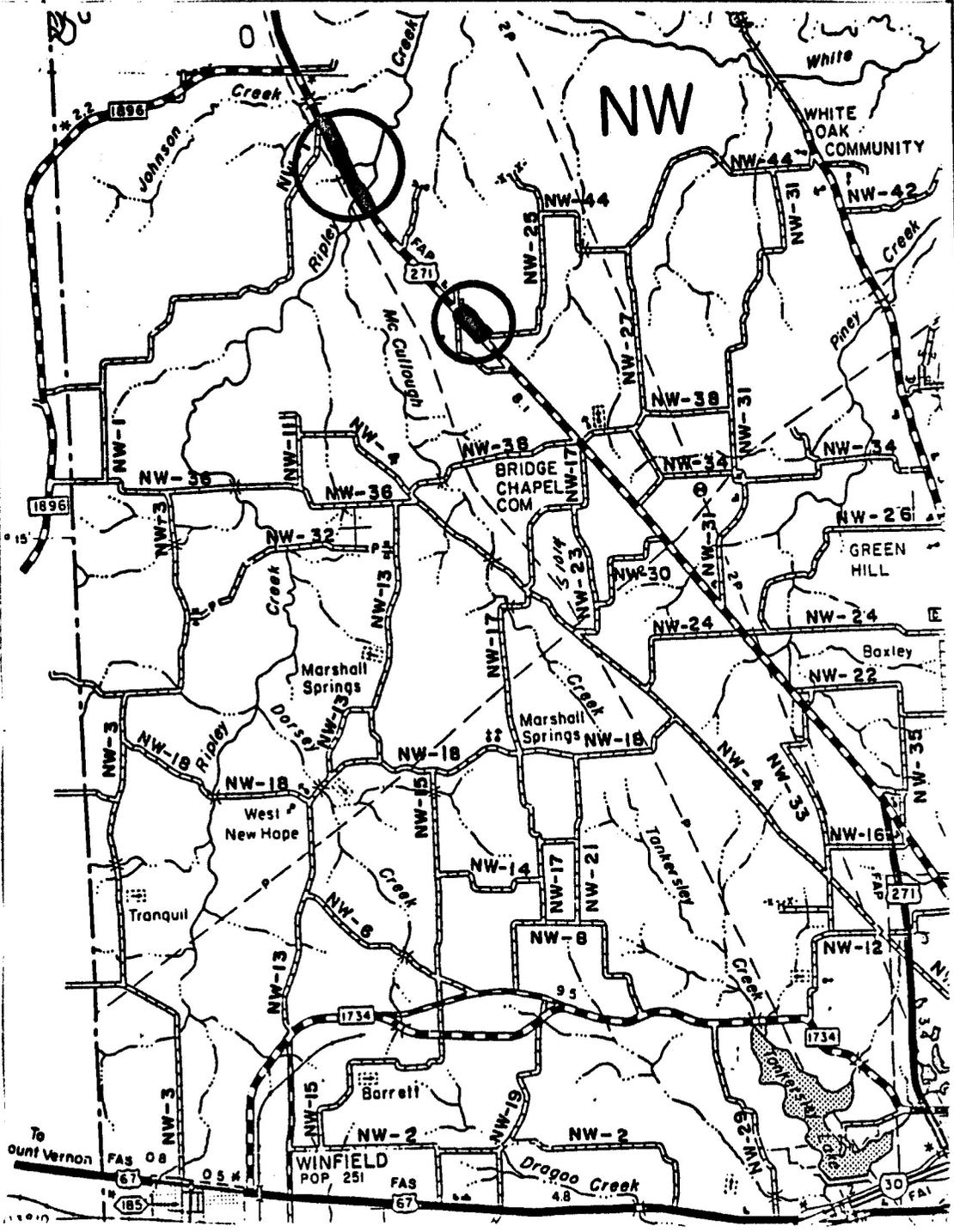
*Place + hole across NW CR 25  
as shown on attached drawing.*

Respectfully submitted,

C. D. Prince 11-20-98  
Manager-Engineer Design Date  
307 N. Van Buren  
Mt. Pleasant, Texas 75455  
(903)572-3495

APPROVED DENIED

Danny L. Cook 12/18/98  
COUNTY JUDGE Date





4611696

APPLICATION FOR PERMIT

RECE

NOV 2

TITUS CO

TO: COMMISSIONERS COURT  
Mt. Pleasant, Texas 75455

Application is hereby made by Southwestern Bell Telephone Company  
for permission to lay buried line along/under that certain segment of the  
county road in Precinct # Dist (1) at the following location(s):

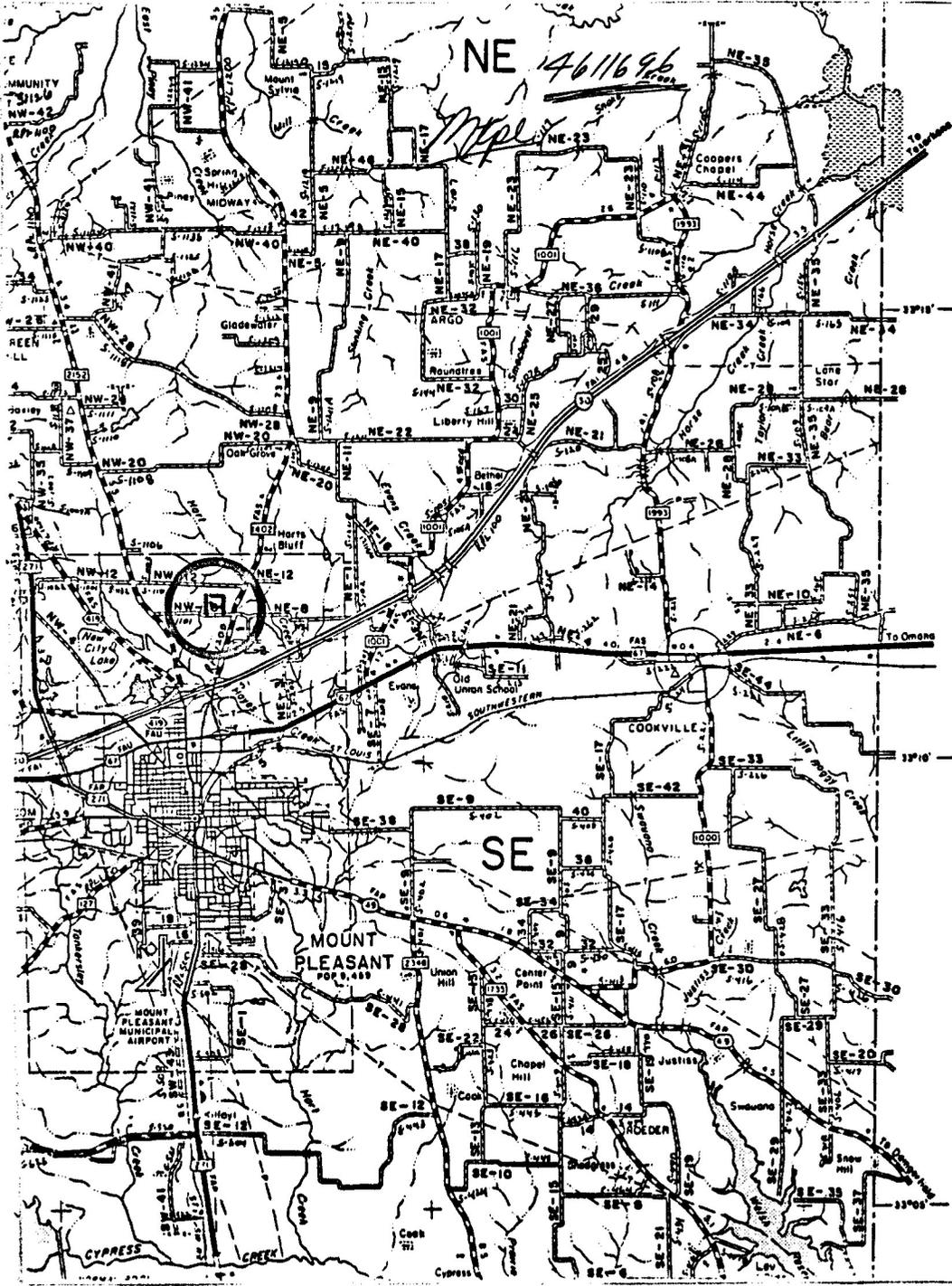
*Place cable as shown on attached  
drawings NW C.R. 10.*

Respectfully submitted,

*C. D. Prince* 11-11-98  
Manager-Engineer Design Date  
307 N. Van Buren  
Mt. Pleasant, Texas 75455  
(903)572-3495

APPROVED - DENIED

*Dennis P. Cook* 12-14-98  
COUNTY JUDGE Date



C O O K V I L L E  
M O R R I S



NORTH ARROW

SPRINK  
CIRCLES  
SOLD  
FORWARDED  
PERMIT  
REQUIRED

OPERATING RANGE OF JOB STEPS

LINE 1 TO 6

SPACE 1 TO 6

NOTE SEE

IMPROVEMENT ZONE

RZ 15 CZ IMPROV CODE 131002

CAUTION HIGH VOLTAGE

BY 72 ACORN II BUNDLED II

POLE CIRCLES (+) (-)

FILE NO

NOTES

ORDER NO. 4611656

PROJECT NO. 2

DATE: 10/27/92

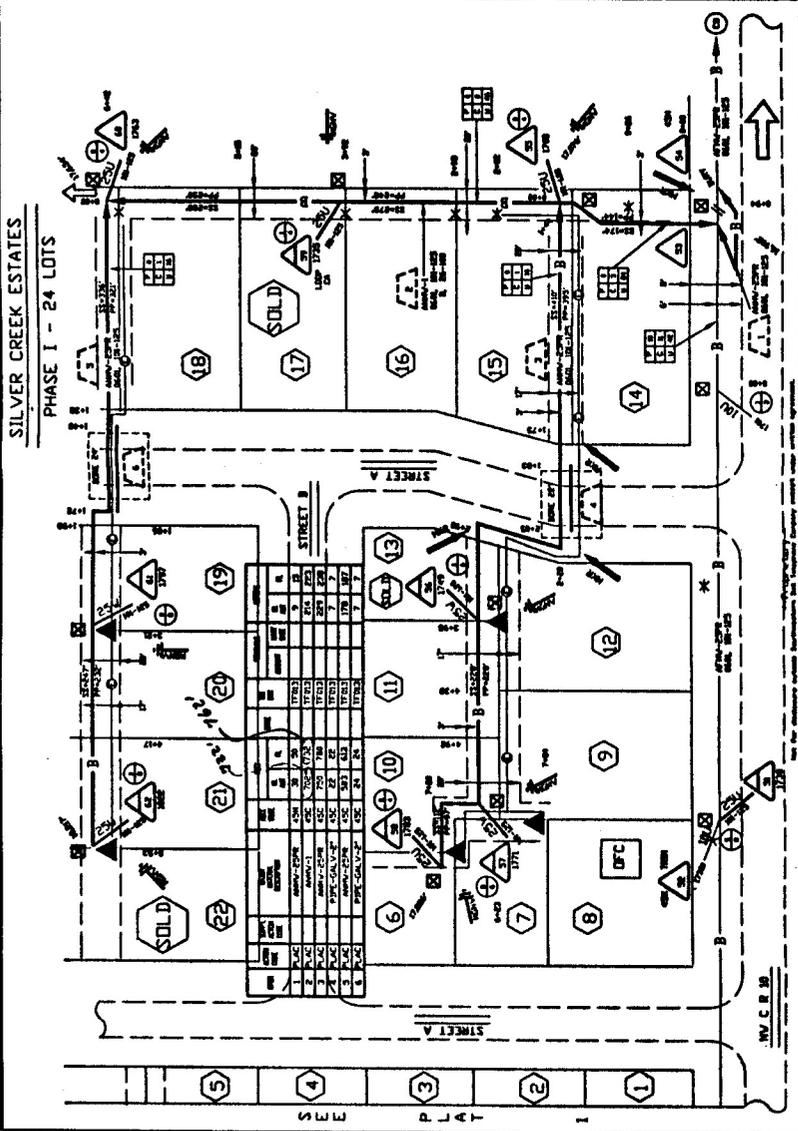
BY: J. W. BROWN

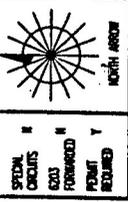
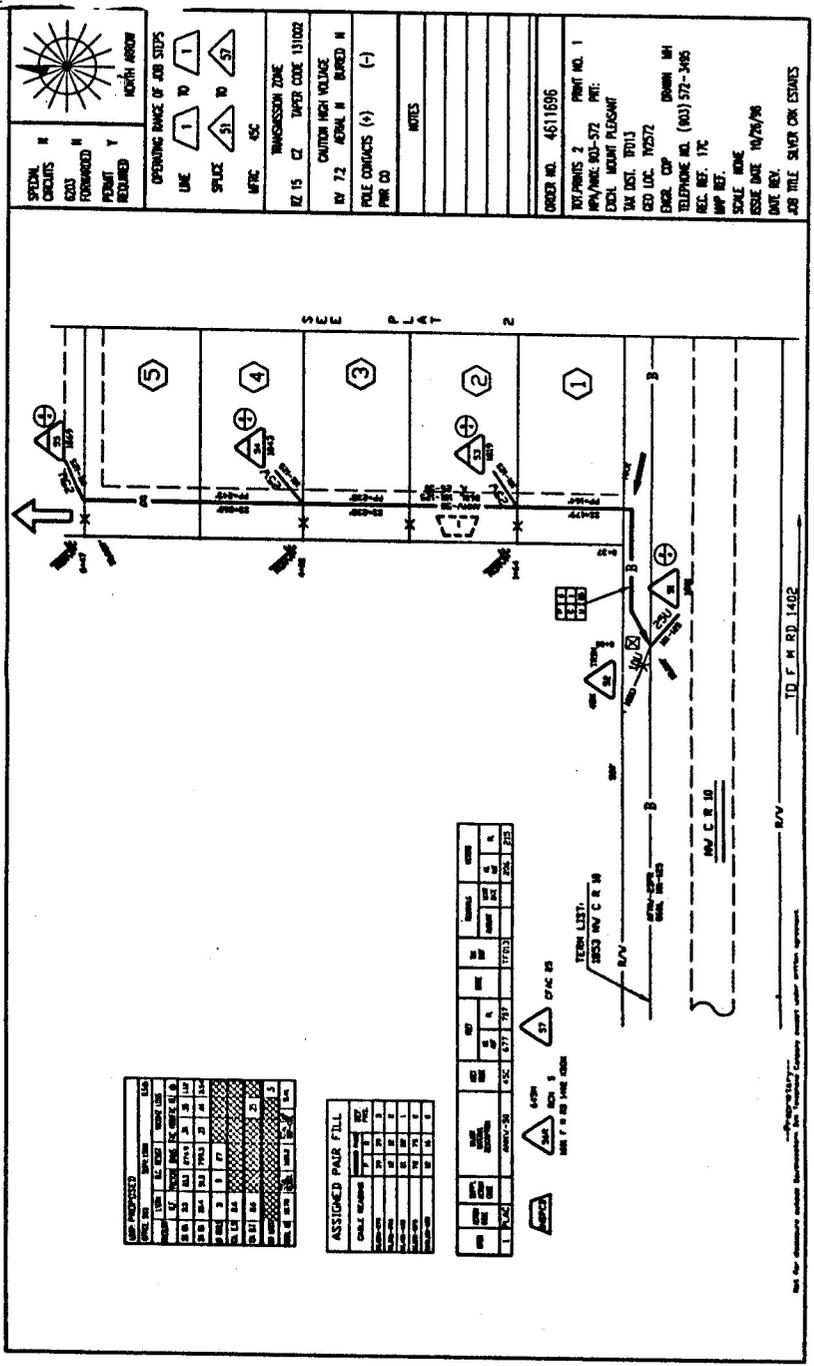
FOR: J. W. BROWN

SCALE: 1" = 40'

DATE: 10/27/92

JOB TITLE: SILVER CREEK ESTATES





OPERATING RANGE OF JOB STEPS

LINE 1 TO 1

SPLICE 51 TO 57

WTRC 45C

TRANSMISSION ZONE

EL 15 12 SUPER CODE 111022

CAUTION HIGH VOLTAGE

RY 72 AERIAL N BARED N

PALE CONTACTS (+) (-)

PWR CO

NOTES

ORDER NO. 4611696

PRINT NO. 1

NO. POINTS 2

HW/MHC 803-572 PFC

EXPL. MOUNT PLEASANT

HW DIST. 7013

ECO LOC. 102572

ENGR. COP

TELEPHONE NO. (603) 572-3495

REV. REF. 17C

MAP REF.

SCALE NONE

ISSUE DATE 10/26/98

DATE REV.

JOB TITLE SILVER CREEK ESTIMES

CONTRACT NO.	DATE	BY	CHKD	DATE
101 25	10/26/98			

NO.	DESCRIPTION	DATE	BY	CHKD
1	ASSIGNED PAIR FILL			

NO.	DESCRIPTION	DATE	BY	CHKD
1	ASSIGNED PAIR FILL			

10 F M 83 1402

See the following under Description: The "Product" Company name under certain operations.

STATE OF TEXAS §

COUNTY OF TITUS §

**FIRE PROTECTION SERVICES AGREEMENT**

This Agreement made and entered into this the 19th day of JANUARY, 1992, by and between THE CITY OF MOUNT PLEASANT, TEXAS, a municipal corporation of the State of Texas (hereinafter called "City") and the COUNTY OF TITUS, TEXAS (hereinafter called "County"), an agreement concerning fire protection services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and Titus County concerning fire protection. This Agreement is entered into by the authority of Chapter 791 "Interlocal Cooperation Contracts", Vernon's Annotated Civil Statutes, Government Code.

**SECTION 1: PAYMENTS**

In consideration of the equipment and services provided, as identified and set forth herein, County will pay City those amounts or payments as set forth. The County as the paying party, for performance of this governmental function shall make payments from current revenues, to the City.

Fiscal Year October '97 - September '98	\$275,000.00
Fiscal Year October '98 - September '99	\$300,000.00
Fiscal Year October '99 - September 2000	\$300,000.00
Fiscal Year October 2000 - September '01	Preceding fiscal year's base rate + annual adder (as defined below)
Fiscal Year October '01 - September '02	Preceding fiscal year's base rate + annual adder
Fiscal Year October '02 - September '03	Preceding fiscal year's base rate + annual adder
Fiscal Year October '03 - September '04	Preceding fiscal year's base rate + annual adder
Fiscal Year October '04 - September '05	Preceding fiscal year's base rate + annual adder
Fiscal Year October '05 - September '06	Preceding fiscal year's base rate + annual adder
Fiscal Year October '06 - September '07	Preceding fiscal year's base rate + annual adder
Fiscal Year October '07 - September '08	Preceding fiscal year's base rate + annual adder
Fiscal Year October '08 - September '09	Preceding fiscal year's base rate + annual adder
Fiscal Year October '09 - September '10	Preceding fiscal year's base rate + annual adder

Payments shall be made in 12 equal monthly installments each fiscal year, on or before the 15th day of each month, after execution of this Agreement. Beginning October 1, 2000 and each October 1 thereafter the base rate shall be subject to increase, the amount of which shall be calculated by adding to the base rate for the preceding fiscal year (12 months), an annual adder calculated in accordance with the following formula:

$$\text{Annual Adder} = .75 (\text{CPI}) \times \text{Base Rate for preceding fiscal year (12 months).}$$

The CPI shall be based on the index entitled "Dallas-Fort Worth" from the U.S. Department of Labor, Bureau of Labor Statistics publication entitled "Southwest Statistical Summary, Consumer Price Index - for all Urban Consumers (CPI-U), U. S. City Average, Dallas-Fort Worth and Houston, 1982-1984=100."

**SECTION 2: PERSONNEL AS AGENTS OF COUNTY**

The acts of any person or persons while fighting fires, performing rescues, traveling to or from fires or rescues outside the city limits of the City of Mount Pleasant, Texas, or in any manner furnishing fire protection or rescue services to the citizens of County outside the city limits of the City of Mount Pleasant, Texas, shall be considered as the acts of agents of County in all respects, notwithstanding such person or persons may be regular employees of the City, City Paid Firefighters and/or City Volunteer Firefighters, pursuant to Article 2351(a)-1 of the Revised Civil Statutes of the State of Texas.

**SECTION 3: LIMITATIONS**

The City Fire Chief or his designee shall use his or her discretion and best judgment as to the type and amount of equipment and personnel dispatched to calls pursuant to this agreement, except as provided in Section 8 of this Agreement. The City Fire Chief retains, and is given authority, by the City, to act at all times, using his full discretion to protect and preserve equipment and personnel under his authority.

**SECTION 4: RESPONSIBILITY AND COMMAND**

The City Fire Chief or his designate shall be responsible for and have command of all incidents to which the Mount Pleasant Fire Department responds, with the exceptions of incidents which occur within the City of Winfield, City of Talco, and the Talco Fire District.

**SECTION 5: INDEMNITY AND HOLD HARMLESS**

It is specifically understood between the parties that County hereby now agrees, and by these presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance or attempted performance of this contract, except workers' compensation claims.

**SECTION 6: PUBLIC LIABILITY AND WORKERS' COMPENSATION COVERAGE**

The City shall provide satisfactory evidence to County that it presently has in force sufficient public liability insurance and Workers' Compensation coverage for its paid and volunteer firemen.

**SECTION 7: EFFECTIVE DATE**

The effective date of this agreement shall be the 19th day of January, 1999 and shall be renewed annually as to all provisions of this Agreement until the 30th day of September, 2010.

**SECTION 8: TERMINATION/DEFAULT**

As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this agreement which continues for a period of sixty (60) days after written notice thereof by City or County, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this agreement by giving ten (10) days written notice to the other party and the terminating party shall have no further obligations under this Agreement.

**SECTION 9: PROVISIONS RELATING TO THE CITY**

The City hereby agrees to:

1. Respond to all structure fires within Titus County, providing a minimum of two (2) trucks and two (2) men, except for the City of Winfield, City of Talco, and the Talco Fire District;
2. Respond to all emergency situations in the unincorporated areas of Titus County, (with the exception of Talco Fire District, unless requested) including, but not limited to, missing persons (when requested by the Titus County Sheriff's Office), hazardous chemicals, drownings, and search and rescue operations. Respond to all emergency situations in the unincorporated areas of Titus County involving vehicle accidents requiring extrication;
3. Assist County fire departments with emergency incidents within their districts, upon request. If the corresponding county fire department is unable to respond within three minutes of notification of incident, Mount Pleasant will respond as deemed necessary;
4. Assume responsibility for all emergency situations within the Mount Pleasant Fire District, (see attached map);
5. Dispatch and terminate responses of County fire departments with the exception of the City of Talco. Calls received through 911 or the MPFD, relating to incidents within the City of Talco, or the Talco Fire District, shall be transferred to the Talco Fire Department; and

6. Provide for all fuel, repairs, maintenance and individual expenses for all city or county fire equipment owned by or used by the City of Mount Pleasant, relating to performance of this agreement. The use and operation of county equipment shall be at the sole discretion of the Mount Pleasant Fire Chief. Actions that are deemed inappropriate use of equipment as determined by the county shall be placed in writing to the Mount Pleasant City Manager for review, comment or correction.

**SECTION 10. PROVISIONS RELATING TO THE COUNTY**

The County agrees to:

1. Grant use of herein stated county owned fire equipment to the City of Mount Pleasant.
  - a) Engine 8 - 1987 Ford Pumper - 1FDYD80U4HVA07813
  - b) Tanker 1 - 1992 Ford F700 - 1FDNK74P8NVA31924
  - c) Truck 13-1981 Chevrolet - 1634HK34MOB8117942 (This vehicle is used as back-up only and will not be replaced. Truck 17 below is the county grass truck.)
  - d) Truck 17-1999 Ford 1 Ton (Cab, Chassis, Platform Bed)  
- FDWF37S2XEB89020

2. The county shall retain title to the above referred equipment and provide insurance coverage for all equipment noted. Insurance coverage shall adhere to current practices used by the county with regards to insurance requirements stipulated for other county owned equipment.
3. Equipment that is depreciated to a condition, due to age or mechanical suitability, that renders that particular piece of equipment as unsafe, mechanically unrepairable, or economically unfeasible to repair (expense to repair exceeds fair market value), or when a particular piece of equipment is damaged by accident beyond its fair market value the county shall be obligated to replace said equipment at its expense. Replacement of equipment shall be accomplished in the most expeditious manner possible by county.
4. The Nortex, Cookville, 5 Star, Tri-Lakes, and Winfield Fire Districts (see attached map) shall be responsible for grass and vehicle fires within their respective districts. The Talco Fire Department shall be responsible for all emergency incidents in their district, except for vehicular accidents involving extrication.
5. Ensure that County fire departments (except Talco) provide incident information to the MPFD as soon as possible following an incident.

6. The County shall negotiate with the Titus County Volunteer Fire Departments concerning emergency incidents and/or responses within their respective districts. Any changes, deletions, or alterations to this Agreement, shall be submitted in writing to the City for approval.



ATTEST:

Blenda Reynolds  
Blenda Reynolds, City Secretary

CITY OF MOUNT PLEASANT, TEXAS

Jerry Boatner  
Jerry Boatner, Mayor

COUNTY OF TITUS, TEXAS

Danny Paul Crooks  
Danny Paul Crooks, County Judge

ATTEST:

Sherry Mars  
Sherry Mars, County Clerk



Big Jean Crocker Deputy

