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COMMISSIONERS' COURT
SPECIAL MEETING
JUNE 25, 2001

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Special Session* on Monday, June 25, 2001, in the Titus County Courtroom with the following members present:

DANNY P. CROOKS.....COUNTY JUDGE
BOB FITCHCOMMISSIONER PRECINCT 1
MIKE FIELDS.....COMMISSIONER PRECINCT 2
BILLY J. THOMPSON.....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
JUDY COOK, TAX ASSESSOR-COLLECTOR
CYNTHIA AGAN, COUNTY TREASURER

FLOYD KENNINGTON	JERRY DANIEL
RALPH COLEMAN	BOB GRAY
ANN RUNDLE	CYNTHIA SKIEF

IN THE MATTER OF
CONSIDERING BIDS FOR SALE OF ONE USED
1998 CATERPILLAR MOTOR GRADER 140H, S/N 2ZKOE430
(LESS THAN 600 HOURS) IN PRECINCT 4

Two bids were received from Darr Equipment Company for \$135,064.00 and Reese Construction Equipment Corporation for \$140,250.00.

Motion was made by Commissioner, Thomas E. Hockaday and seconded by Commissioner, Billy J. Thompson to approve the highest bid from Reese Equipment Corporation for \$140,250.00. Motion carried unanimously. *SEE ATTACHMENT "A"*

IN THE MATTER OF
CONSIDERING AND AWARDING BIDS

AIR CONDITIONING AND HEATING MAINTENANCE

Only one bid was received from Roberts Air Conditioning.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to approve the bid from Roberts Air Conditioning for air conditioning and heating maintenance. Motion carried unanimously. *SEE ATTACHMENT "B"*

ASPHALT SAND BY THE TON

Two bids were received from Cookville Excavating for \$27.50 per ton delivered and \$25.50 if picked up, and APAC Texas, Inc. for \$31.00 per ton delivered and \$28.00 if picked up.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to approve the lowest bid from Cookville Excavating for \$27.50 per ton delivered or \$25.50 if picked up. Motion carried unanimously. *SEE ATTACHMENT "C"*

**HOT MIX BY THE TON
DELIVERED AND LAID DOWN**

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve the bid from APAC-Texas, Inc. for hot mix at \$36.00 per ton delivered, \$33.00 per ton picked up and \$49.00 delivered and laid down. Motion carried unanimously. *SEE ATTACHMENT "D"*

CRUSHED IRON ORE BIDS

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Bob Fitch to approve the bid from Seaton Construction at \$7.65 per cubic yard. Motion carried unanimously. *SEE ATTACHMENT "E"*

TYPE A FLEXBASE ASPHALT

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Mike Fields to approve the bid from ISG Resources, Inc. for \$7.15 per ton delivered. Motion carried unanimously. *SEE ATTACHMENT "F"*

WASH GRAVEL

One bid was received from H. E. Spann & Co. Inc.

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to reject the bid and to go back out for new bids. Motion carried unanimously. *SEE ATTACHMENT "G"*

STEEL CULVERTS

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve the bid from Contech Products, Inc. for different sizes and grades of steel culverts. Motion carried unanimously. *SEE ATTACHMENT "H"*

CONCRETE CULVERTS

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve the bid from Cox Concrete Pipe Co. for different sizes of reinforced concrete pipes. Motion carried unanimously. *SEE ATTACHMENT "I"*

**IN THE MATTER OF
CONSIDERING AND APPROVING BUDGET AMENDMENTS**

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Billy J. Thompson to approve the budget amendments number 46 and 47. These amendments can be seen at the County Auditors Office. Motion carried unanimously.

IN THE MATTER OF
SIGNING PAY ORDERS AND PAYING BILLS

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

IN THE MATTER OF
APPROVING COUNTY OFFICIAL REPORT

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Thomas E. Hockaday to approve the reports from County Auditor, Justice of the Peace, Precinct 1, Justice of the Peace, Precinct 2, City of Talco Volunteer Fire Department, Cookville Volunteer Fire Department, and Titus County Environmental Inspection Service. Motion carried unanimously.

IN THE MATTER OF
CONSIDERING AND APPOINTING
SHIRLEY PARKER AS DEPUTY TAX ASSESSOR - COLLECTOR

Motion was made by Commissioner Mike Fields and seconded by Commissioner Bob Fitch to approve the deputation of Shirley Parker as Deputy Tax Assessor - Collector. Motion carried unanimously.

IN THE MATTER OF
SOUTHWESTERN BELL TELEPHONE COMPANY
BURYING CABLE ALONG AND UNDER COUNTY ROADS

CR 1200 AND CR 1345 IN PRECINCT 1

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Billy J. Thompson to approve Southwestern Bell Telephone Company burying cable along and under County Road 1200 and County Road 1345 with the exception of boring all driveways and roads. Motion carried unanimously. *SEE ATTACHMENT "J"*

CR 3010 AND CR 3008 PRECINCT 3

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve Southwestern Bell Telephone Company to bury cable along and under County Road 3010 and County Road 3008 with the exception of boring under all driveways and roads. Motion carried unanimously. *SEE ATTACHMENT "K"*

IN THE MATTER OF
HEARING CYNTHIA SKIEF
TEXAS NATURAL RESOURCE CONSERVATION COMMISSIONER
REGARDING "OUTDOOR BURNING IN TEXAS RULES"

Cynthia Skief, Texas Natural Resource Conservation Commissioner spoke to the Court regarding Outdoor Burning In Texas Rules. Cynthia Skief left a booklet to be placed on file in the Commissioner's Court Minutes. The booklet can be seen in the file records of Commissioner's Court Minutes for the month of June 2001. No other action was taken.

IN THE MATTER OF
DISCUSS AND APPROVING TAX RESOLUTIONS
AND TAX RESALE

CAUSE NO. 27,764

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve the Tax Resolution and Tax Resale Deed for Cause No. 27,764. Motion carried unanimously. *SEE ATTACHMENT "L"*

CAUSE NO. 24,420

Motion was made by Commissioner Billy J. Thompson and seconded by Commissioner Thomas E. Hockaday to approve the Tax Resolution and Tax Resale Deed for Cause No. 24,420. Motion carried unanimously. *SEE ATTACHMENT "M"*

IN THE MATTER OF
FIRE AND CASUALTY INSURANCE

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to continue this matter and to go out for bids. Motion carried unanimously.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Thomas E. Hockaday and seconded by Commissioner Billy J. Thompson to adjourn. Motion carried unanimously.

ATTACHMENT "A"

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REESE

EQUIPMENT, INC.

P.O. Box 159 • Brashear, Texas 75420

19-Jun-01

TITUS COUNTY COURTHOUSE
100 WEST 1ST SUITE 202
MT. PLEASANT, TX 75455

BID FOR 140H MOTOR GRADER, SERIAL # 2 ZK03430

\$140,250.00



MEL DOUGHTY

Office: 903-439-4861 • Fax: 903-439-0832



P.O. Box 540788 • Dallas, TX • 75354-0788 • 214/721-2000 • METRO 445-0080

QUOTATION

DATE - April 8, 1998

Titus County Commissioner's Court
 Titus County Courthouse
 Mount Pleasant, TX

F.O.B. Pct. #4 County Barn
 TERMS: To Be Agreed On-Up To 60 Months
 Financing At 6% Simple Interest

Prices Quoted Are Firm For a Period Of 30 Days.

DESCRIPTION	REF. #	AMOUNT
ONE-NEW CATERPILLAR 140H V.H.P. Motor Grader With All Standard Equipment as Well As: 50 AMP Alternator, Cab Mounted Lights, Air Conditioner/Heater, Rear Defroster Fan, V.H.P. Engine, Speedometer/Tachometer, H.D. Batteries, Hydraulics, 14' Blade, Rear Ripper/Scarifier With 3 Ripper Shanks and 9 Scarifier Shanks and Teeth, 14:00 - 24 12 Ply Tires and Dual Inside Mirrors.		
Delivered Price with Standard Caterpillar 6 Month Factory Warranty.		\$152,172 Each
For Optional 3 Year 5000 Hour Extended Power Train Warranty add:		\$ 3,150 Each
DELIVERY: Approximately <u>70 to 100</u> Days 1 Machine Approx. 1Jul98 1 Machine Approx. 1Aug98		
Guaranteed Repurchase at End of 3 Years 5000 Hours Whichever Comes First: <u>\$135,064 each.</u>		
Trade-In Allowance on Used Caterpillar 140G <u>\$132,000</u> Serial # 72V17618		
Trade-In Allowance on Used Caterpillar 12G <u>\$ 40,000</u> Serial # 61M11643		
This Quotation is good for 1 (one) or more machines.		
* MEET ALL SPECIFICATIONS *		



TITLE - JOHN BAKER, Sales Representative

For: J.C. Smith

Office - (903)758-6175

Mobile - (903)530-6238

PAGE 1

**AIR CONDITIONING AND HEATING
MAINTENANCE BID**Company Name: ROBERTS AIR CONDITIONINGMailing Address: RC. 7 Box 825MT. PLEASANT, TEXAS 75455Texas Air Conditioning License #: TACLA 003706CMain Telephone #: 903-572-1857Fax #: 903-572-8972Pager #: 903-856-4488

Technicians:

Name	Telephone #	Refrigeration Certification #	Years of Experience
<u>LEARN A. ROBERTS</u>	<u>572-8913</u>	<u>467666199</u>	<u>35</u>
<u>SHAWN ROBERTS</u>	<u>577-9250</u>	<u>465717724</u>	<u>11</u>
<u>TONY MARSHALL</u>	<u>856-2598</u>	<u>467665111</u>	<u>32</u>
<u>MIKE AMERSON</u>	<u>575-9162</u>	<u>461-79-7179</u>	<u>8</u>

How many reclaimers do you own: 5Service Call Rate: 36.00 includes first 15 minutes at jobsiteHourly Rate: 42.00 per hour billed in 15 minute increments at 10.00 per incrementOur Servicemen are: Radio Dispatched: ☒ Yes ☐ No
Pager Dispatched: ☒ Yes ☐ No

In the event extra help is needed:

On the job we charge 42⁰⁰ per hour for mechanics and 24⁰⁰ per hour for laborer

Normal (non-overtime) working hours are:

7:00 AM until 7:00 Monday - Friday
7:00 AM until 5:00 Saturday
_____ AM until _____ Sunday

Overtime (after hours) rates are:

Service Call: 48⁰⁰ includes 15 minutes at jobsite and 48⁰⁰ per hour after the first 15 minutes

If your mechanic is at the jobsite before overtime rates are in effect but works overtime to finish the job at his discretion, overtime rates do/do not apply. If we request him to stay over and finish the job, overtime rates do/do not apply.

After hour call outs: Available or not available? AVAILABLE

If you do provide after hour service, 24 hours per day, 7 days per week

Holidays included or not included? INCLUDED

In the event that parts need to be ordered that are not in stock, when the parts come in, will there be (1) another service call charge? Yes No (2) straight time? Yes/No

Guarantees: Labor 30 days
Freon 30 days
Parts 90 days
Compressors 365 days

Would you please explain how you will handle a call that is in your guarantee period.

NO CHARGES WILL BE MADE BUT THE NO CHARGE AMOUNT WILL BE SUBJECT TO THE AMOUNT OF LABOR OR PARTS CHARGED ON THE ORIGINAL INVOICE. I.E. IF THE ORIGINAL INVOICE WAS FOR A SERVICE CALL BUT IT TOOK 1 1/2 HOURS TO PROPERLY CORRECT THE INITIAL PROBLEM, THEN THE SERVICE CALL WOULD BE "NO CHARGE" BUT A CHARGE WOULD BE MADE FOR THE EXTRA LABOR.

Does your company do duct cleaning? Yes/No

What type of cleaning machine? Brand ROTABRUSH Model 1001SCS

How much per duct opening to clean 4.20⁰⁰

Do you have an air balance hood and are capable of balancing air? Yes/No

What type of air balance hood? Brand TSI Model 7473

Last time certified 2/01

Please check the parts you carry in stock as standard stock on your trucks and we should not be billed for extra labor in the event the part is not on your truck.

- | | |
|---|--|
| <input checked="" type="checkbox"/> 30 AMP Contactor | <input checked="" type="checkbox"/> Thermostats |
| <input checked="" type="checkbox"/> 40 AMP - 2P Contactors | <input checked="" type="checkbox"/> Run Capacitors |
| <input checked="" type="checkbox"/> 40 AMP - 3P Contactors | <input checked="" type="checkbox"/> Universal Motor Brackets |
| <input checked="" type="checkbox"/> 50 AMP - 3P Contactors | <input checked="" type="checkbox"/> Start Capacitors |
| <input checked="" type="checkbox"/> Step Down Transformers | <input checked="" type="checkbox"/> PVC and Fittings |
| <input checked="" type="checkbox"/> Generic Condenser Fan Motors | <input checked="" type="checkbox"/> Double Pole Breakers |
| <input checked="" type="checkbox"/> Generic Evaporator Fan Motors | <input checked="" type="checkbox"/> Expansion Valves |
| <input checked="" type="checkbox"/> # Freon 22 | <input checked="" type="checkbox"/> Heat Sequencers |
| <input checked="" type="checkbox"/> # Freon 12 <i>REPLACEMENTS</i> | <input checked="" type="checkbox"/> Thermostat Wire |
| <input checked="" type="checkbox"/> # Freon 502 <i>REPLACEMENTS</i> | <input checked="" type="checkbox"/> Copper Pipe and Fittings |
| <input checked="" type="checkbox"/> Suction Line Filters | <input checked="" type="checkbox"/> Coil Cleaner |
| <input checked="" type="checkbox"/> Liquid Line Filters | <input checked="" type="checkbox"/> Acidizer |
| <input checked="" type="checkbox"/> Low Voltage Relays | <input checked="" type="checkbox"/> Electrical Connections |
| <input checked="" type="checkbox"/> Fan/Limit Switches | <input checked="" type="checkbox"/> Copper |
| <input checked="" type="checkbox"/> Gas Valves | <input checked="" type="checkbox"/> Thermocouples |

Please check all tools stocked on your truck.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Hand Tools | <input checked="" type="checkbox"/> Oxygen/Acetylene Torch |
| <input checked="" type="checkbox"/> Gauges | <input checked="" type="checkbox"/> Vacuum Pump |
| <input checked="" type="checkbox"/> Reclaimer | <input checked="" type="checkbox"/> Reclaimer Bottle |
| <input checked="" type="checkbox"/> Electric Drills/Battery Drills | <input checked="" type="checkbox"/> Voltmeter/Ampmeter |
| <input checked="" type="checkbox"/> Sling Psychrometer | <input checked="" type="checkbox"/> Electronic Thermometer |
| <input checked="" type="checkbox"/> Capacitor - Capacitance Tester | <input checked="" type="checkbox"/> Fan Blade Puller |
| <input checked="" type="checkbox"/> Electronic Leak Detector | <input checked="" type="checkbox"/> Halide Leak Detector |
| <input checked="" type="checkbox"/> Water Hose | <input checked="" type="checkbox"/> Extension Cords |
| <input checked="" type="checkbox"/> Pressure Cleaner | <input checked="" type="checkbox"/> Shovel |
| <input checked="" type="checkbox"/> Ladders | <input checked="" type="checkbox"/> CO Detector |
| <input checked="" type="checkbox"/> Vacuum Meter | <input checked="" type="checkbox"/> Air Balance Hood |

Is there a charge for reclaiming refrigerant? Yes ☒ No ☐

If Yes, How Much. _____

Explain how you charge for reclaiming refrigerant:

REFRIGERANT RECLAMATION IS DONE AT NORMAL HOURLY RATES, WE DO NOT CHARGE FOR USE OF THE MACHINE OR DISPOSAL OF THE USED REFRIGERANT.

Freon Pricing: Freon 22 7.00 per pound
 Freon 12 20.00 per pound *REPLACEMENT*
 Freon 502 20.00 per pound *REPLACEMENT*

Generic Parts Pricing: (List Sample Prices)

1/3 HP - 230V Condenser Fan Motor 78.00
 1/2 HP - 230V Condenser Fan Motor 82.00
 1/3 HP - 115V and 230V 3 Speed Fan Motors 82.00
 1/2 HP - 115V and 230V 3 Speed Fan Motors 87.00
 30 AMP 2 Pole - 24V Coil - Contactor 17.50
 40 AMP 2 Pole - 24V Coil - Contactor 32.50
 40 AMP 3 Pole - 24V Coil - Contactor 49.50
 40 AMP GE Double Pole Breaker 19.50
 3/4" Suction Line Filter 85.00
 7/8" Suction Line Filter 39.00
 3/8" Liquid Line Filter 15.00
 230 V/115V/24V Transformers 13.50
 Thermostats - 1 Stage Heat/1 Stage Cool 34.00

All other parts: Cost + 100 % \$.01 to \$10.00
 Cost + 60 % \$10.00 to \$25.00
 Cost + 60 % \$25.01 to \$100.00
 Cost + 50 % Over \$100.00

SPECIFICATIONS FOR ASPHALT SAND AND HOT MIX COLD LAY FOR TITUS COUNTY

Ralph Coleman
Sub-bid

QUOTED PRICES EFFECTIVE:

ASPHALT SAND DESIGN

AC-3 3.7%
MC-30 1.5%
TOTAL ASPHALT 5.2%

Delivered.....\$27.50 per ton.....

Type D Rock 10%
Field Sand 90%

Picked Up.....\$25.50 per ton.....

TYPE D HOT MIX COLD LAY

AC-3 4.5%
MC-30 1.5%
TOTAL ASPHALT 6.0%

Delivered.....

Type D Rock 65%
Screenings 15%
Field Sand 20%

Picked Up.....

BID PRICE AS IF DELIVERED TO TITUS COUNTY AND ALSO AS IF PICKED UP,
FROM BIDDER'S LOCATION, BY TITUS COUNTY.

ALSO BID HOT MIX DELIVERED AND LAID DOWN

CT RD SE 17
RT 1 Box 1709, Cookville Texas 75558

BIDDER'S LOCATION ADDRESS

903- 575-9909 Office
903- 577-7401 Fax
373-3716 Mobile
903-572-2439 Home

Cookville Excavating, INC.....
COMPANY NAME

Ralph Coleman
.....
SIGNATURE DATE

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SPECIFICATIONS FOR ASPHALT SAND AND HOT MIX COLD LAY FOR TITUS COUNTY

QUOTED PRICES EFFECTIVE:

ASPHALT SAND DESIGN *W/AC 1.5*

AC-3 3.7%
AC-30 1.5%
TOTAL ASPHALT 5.2%

Delivered... *HOT* \$ *31.00*/TON *COLD* \$ *31.25*/TON

Type D Rock 10%
Field Sand 90%

Picked Up... *HOT* \$ *28.00*/TON *COLD* \$ *28.00*/TON

NE3 TITUS COUNTY.....

BIDDER'S LOCATION ADDRESS

OFFICE : P.O. BOX 278

BRASHEAR, TX

75420

902/885-0006

APAC-TEXAS, INC.....
COMPANY NAME

Scott Samuel 6-21-01
SIGNATURE DATE

Buster Concrete

QUOTED PRICES EFFECTIVE:

TYPE D HOT MIX COLD LAY

AC-3 4.5%
MC-30 1.5%
TOTAL ASPHALT 6.0%

Delivered. # 30.00/TON

Type D Rock 65%
Screenings 15%
Field Sand 20%

Picked Up. # 39.00/TON

BID PRICE AS IF DELIVERED TO TITUS COUNTY AND ALSO AS IF PICKED UP,
FROM BIDDER'S LOCATION, BY TITUS COUNTY.

ALSO BID HOT MIX DELIVERED AND LAID DOWN # 49.00/TON
(500 TON MINIMUM QUANTITY)

Box 278
NE3 TITUS COUNTY
BIDDER'S LOCATION ADDRESS
OFFICE : P.O. Box 278
BRASHEAR, TX
75420
902/885-0006

APAC-TEXAS, INC
COMPANY NAME
Scott Sams 6-21-01
SIGNATURE DATE

Buster Concrete

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~~Seaton Construction~~

ATTACHMENT "E"

P.O. Box 116
Hwy. 67 West
Cookville, Texas 75558-0116

But Bid
Phone 903-577-9077
Fax 903-577-1663

To: The Commissioner's Court
Titus County Courthouse
100 West First Street- Room 202
Mt. Pleasant, Tx. 75455

June 15, 2001

RE: Bid for CRUSHED IRON ORE GRAVEL

DESCRIPTION OF MATERIAL : Crushed Iron Ore (max. 1 inch screen size)
ESTIMATED REQ. : 5790 cubic yards
PRICE : \$ 7.65 per cubic yard (loaded in pit)

AUTHORIZED REP. : C.L. "Buddy" Seaton
TITLE : Owner

SIGNATURE

C.L. Seaton

DATE

06-15-01

THANK YOU.



RESOURCES, INC.

ATTACHMENT "P"

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June 20 2001

But Cont

Project Bid For Titus County

To: Mr. William White
Purchasing Agent
Titus County, Texas

From: Ronnie Morrison

For your various projects using ISG Type A Flex Base, our bid to you is \$7.15 per ton FOB Cason Plant. There will be no FOB destination bid at this time.

Thanks,

A handwritten signature in dark ink, appearing to read "Ronnie Morrison", is written over the typed name.

Ronnie Morrison
Plant Manager
Cason TX-Plant

cc: Terry H.
Jerry Smith

An INDUSTRIAL SERVICES GROUP Company

Ash Products
PM 1735, P.O. Box 278, Cason, TX 75343

ATTACHMENT "C"
PUBLIC NOTICE

THE COMMISSIONER'S COURT OF TITUS COUNTY, TEXAS IS SOLICITING BIDS FOR WASHED GRAVEL (3/8" TO NUMBER 10). QUOTED PRICES WILL REMAIN IN EFFECT FROM JULY 1, 2001 THROUGH JUNE 30, 2002. PLEASE SUBMIT PRICE DELIVERED TO TITUS COUNTY AND PRICE PICKED UP FROM BIDDER'S LOCATION.

BIDS WILL BE OPENED IN THE TITUS COUNTY COMMISSIONER'S COURTROOM IN THE TITUS COUNTY COURTHOUSE AT 9:00 A.M., MONDAY, JUNE 25, 2001. BIDS MUST BE RECEIVED IN THE AUDITOR'S OFFICE, ROOM 202, IN THE TITUS COUNTY COURTHOUSE NO LATER THAN 4:00 P.M., FRIDAY, JUNE 22, 2001.

TITUS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

WILLIAM WHITE

BUSINESS MANAGER

WASH GRAVEL BID

3/8
Hold up
Transporting up material at Hanson plant Little River, Ark.
with material charged to Titus County would be \$7.86 per ton
delivered to Titus County in 18 wheel truck loads

delivered to Titus County with material + transportation
furnished would be \$14.48 per ton in 18 wheel truck
loads

material picked up in our yard would be \$16.31 per ton
loaded on your trucks

H.E. SPANN + CO INC

PO Box 1111

At Pleasant TX 75456-1111

903 572 8515

Temp

6.21.2001



ATTACHMENT "B"

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QUOTATION

Quotation No:

Sheet 1 of 1

CONTECH CONSTRUCTION PRODUCTS INC.

Middletown, Ohio 45044

17896 CR 2195

Reply to: Whitehouse, TX 75791

Effective:

7/1/01

Letting

Date
Time
Place

Wm White
Titus County, Texas
ATTN: William White

Seller has based its quoted prices upon all of the (estimated, not guaranteed) quantities listed in this quotation. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller shall have the right to adjust its prices to reflect the impact of all resulting cost.

Annual Culvert Bid:

2 2/3" x 1/2", 16 gage, Corrugated Metal Pipe

Diameter	Galvanized -\$/ft	Aluminized Type 2 -\$/ft	Polymer Coated -\$/ft
12"	3.28	4.09	5.41
15"	4.07	5.10	6.75
18"	4.92	6.10	8.07
24"	6.74	8.13	10.76
30"	8.51	10.17	13.46
36"	9.97	12.20	16.15
42"	11.82	14.24	18.85
48"	14.25	16.27	21.53
48" 14 gage	17.69	20.43	23.97

TERMS OF SALE • PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO JOBSITE WITH UNLOADING BY OTHERS. • PAYMENTS TERMS ARE 1/2" - 10, NET 30 DAYS FROM DATE OF INVOICE. SUBJECT TO CREDIT APPROVAL. • SALES TAX IS NOT INCLUDED. ADD WHEN APPLICABLE. • PRICES QUOTED APPLY ONLY TO THE PROJECT SPECIFIED HEREIN. • THE PRICES QUOTED HEREIN SHALL REMAIN IN EFFECT FOR 30 DAYS FROM THE DATE OF THIS QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST THE PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION. BUT ANY SUCH ADJUSTMENT SHALL HAVE NO EFFECT ON THE APPLICABILITY OF THE CONDITIONS OF THE SALE SET FORTH ON THE REVERSE SIDE OF THIS QUOTATION. • PRICES QUOTED FOR CMP AND PLASTIC PIPE ARE BASED ON NESTING DIAMETERS WHENEVER POSSIBLE. IF UNNESTED LOADS ARE REQUIRED, ADDITIONAL FREIGHT CHARGES WILL BE ADDED. • FOR SHIPMENTS OF LESS THAN ONE TRUCKLOAD, PRICING IS BASED ON ONE DELIVERY. LTL ORDERS CARRY A \$29.50 PROCESSING FEE. • OUR STANDARD LEAD-TIME ON FABRICATED CMP ITEMS IS TWO TO FOUR WEEKS. RUSH ORDERS CARRY A 20% ADDITIONAL CHARGE FOR OVERTIME. • ALL ORDERS MUST BE SHIPPED WITHIN FOUR WEEKS OF MANUFACTURE. BEYOND FOUR WEEKS, A STORAGE CHARGE WILL BE ADDED TO YOUR ORDER.

THIS QUOTATION CONTAINS THE PARTIES' ENTIRE AGREEMENT WITH RESPECT TO THE PURCHASE AND SALE OF THE PRODUCTS DESCRIBED ABOVE, AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. CONTECH'S OFFER TO SELL THE PRODUCTS DESCRIBED ABOVE IS EXPRESSLY CONDITIONAL UPON BUYER'S ASSENT TO THE CONDITIONS OF SALE (INCLUDING THOSE RELATING TO "WARRANTIES" AND "BUYER'S REMEDIES AND SELLER'S LIABILITY") THAT APPEAR ON THE REVERSE SIDE OF THIS FORM. BUYER'S SIGNATURE BELOW, OR ACCEPTANCE OF DELIVERY OF THE GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THOSE CONDITIONS OF SALE. SELLER EXPRESSLY REJECTS ANY TERMS AND CONDITIONS THAT ARE DIFFERENT FROM OR IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH ON THE FRONT SIDE AND REVERSE SIDE OF THIS QUOTATION.

ACCEPTANCE

SUBJECT TO BEING AWARDED THIS CONTRACT, WE HEREBY ORDER THE MATERIAL DESCRIBED ABOVE, AT THE PRICE SPECIFIED, SUBJECT TO ALL TERMS AND CONDITIONS APPEARING ON THE FRONT AND REVERSE SIDE OF THIS QUOTATION.

Company _____

By _____

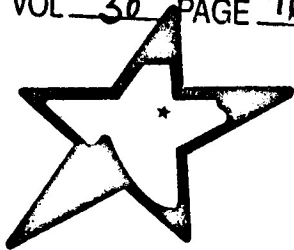
Title _____ Date _____

CCP-10278 REV 11/99

CONTECH CONSTRUCTION PRODUCTS, INC.

Bryan Morrison
Sales Representative
(903) 871-8408 - office
(903) 871-8198 - fax

By _____
Title _____

**Texas Steel Culvert Co. Inc.**

P.O. Box 727 Arlington, Texas 76004 817-265-2255 1-800-772-6666

ANNUAL BID FOR CORRUGATED STEEL PIPE
JULY 1, 2001 - JUNE 31, 20022-2/3" x 1/2" Corrugation

<u>Diameter</u>	<u>Gauge</u>	<u>Price/Ft.</u>
12"	16	\$ 3.44 *
15"	16	4.28 *
18"	16	5.19 *
24"	16	6.90 *
30"	16	8.67 *
36"	16	10.39 *
42"	16	13.86 *

3" x 1" Corrugation

48"	16	16.47 *
60"	16	20.46 *
72"	16	24.45 *

All pipe ends will be ground smooth and regalvanized with cold galvanizing compound. Recorrugated ends available upon request.

Delivery will be made within five (5) working days after receipt of order. Emergency deliveries will be made on a same or next day basis upon request.

Deliveries to site or county barns as directed.

By: Don E. SmithDate: 6/21/01

1904773

APPLICATION FOR PERMIT

TO: COMMISSIONERS COURT
Mt. Pleasant, Texas 75455

May 1, 2001

Application is hereby made by Southwestern Bell Telephone company for permission to lay buried line and bore along that certain segment of the county road in Precinct # (1) one at the following location:

C R 1200 and C R 1345 as shown on the attached drawings.

Respectfully submitted,

R. J. Jones
Manager-Engineer Design
307 N. Van Buren
Mt. Pleasant, Tx. 75455
572-3495

05-01-01

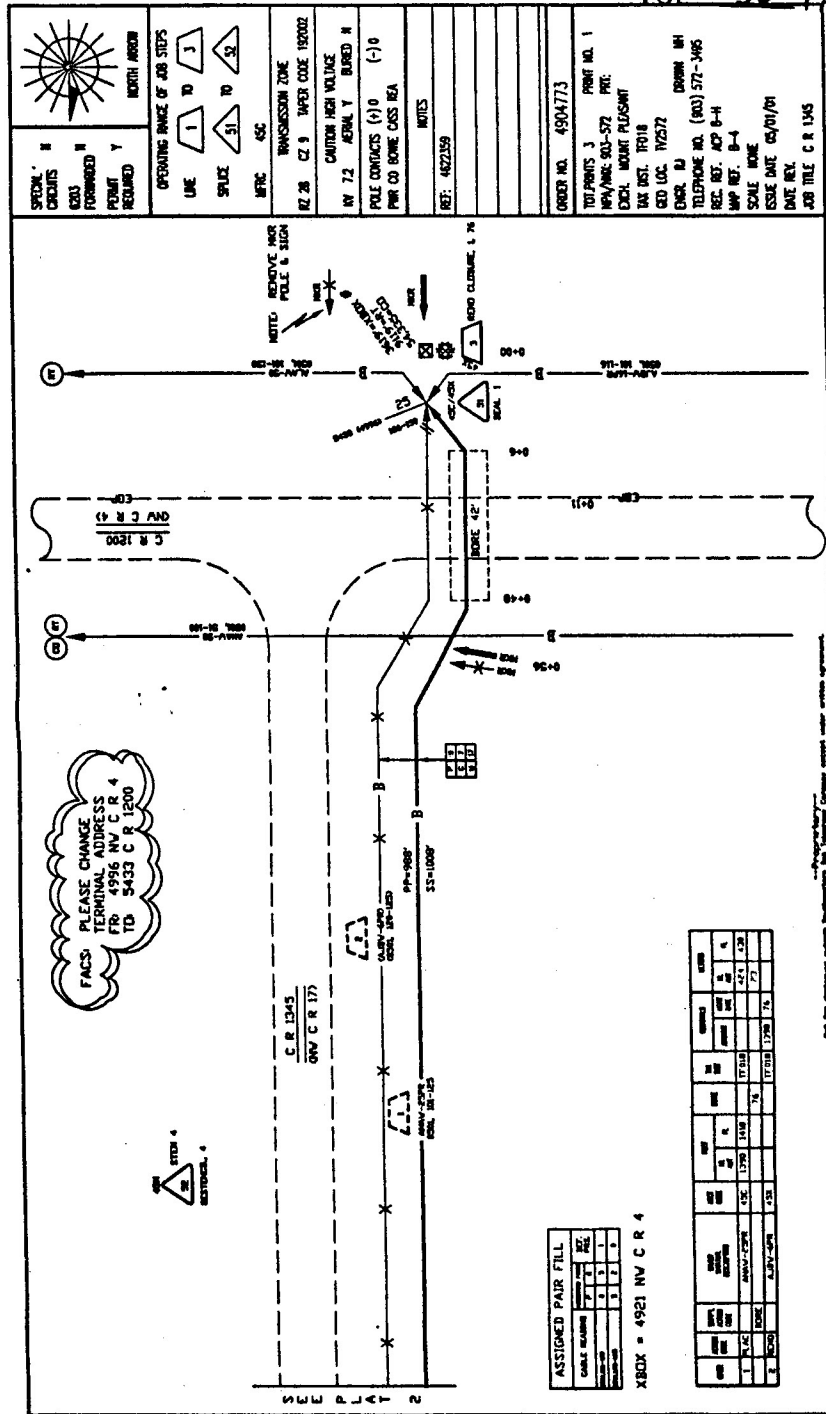
Date

APPROVED - DENIED

Denny P. C. K.
County Judge

6.25.2001

Date



SPECIAL CIRCUITS FORMED Y POINT REQUIRED

OPERATING RANGE OF JOBS STEPS

LINE 1 TO 3

SPACE 51 TO 52

NOTE: REMOVE HOLE PULL & SIGN

TRANSMISSION ZONE

RE 28 C 2 9 WAVE CODE 192002

CAUTION HIGH VOLTAGE

NY 72 AERIAL Y BURIED N

POLE CONTACTS (+) 0 (-) 0

FOR CO BONE CROSS REA

NOTES

REF: 462259

ORDER NO. 4904773

TOTAL POINTS 3

NYA/MSC 903-572 PREL

ENCL. MOUNT PLUGS/MNT

WAS INST. TO 18

QTD LOC. 102572

ENCL. 61

TELEPHONE NO. (803) 572-3465

REC. REF. ACT 6-4

WAP REF. B-4

SCALE NONE

ISSUE DATE 05/01/71

DATE REC.

JOB TITLE C R 1345

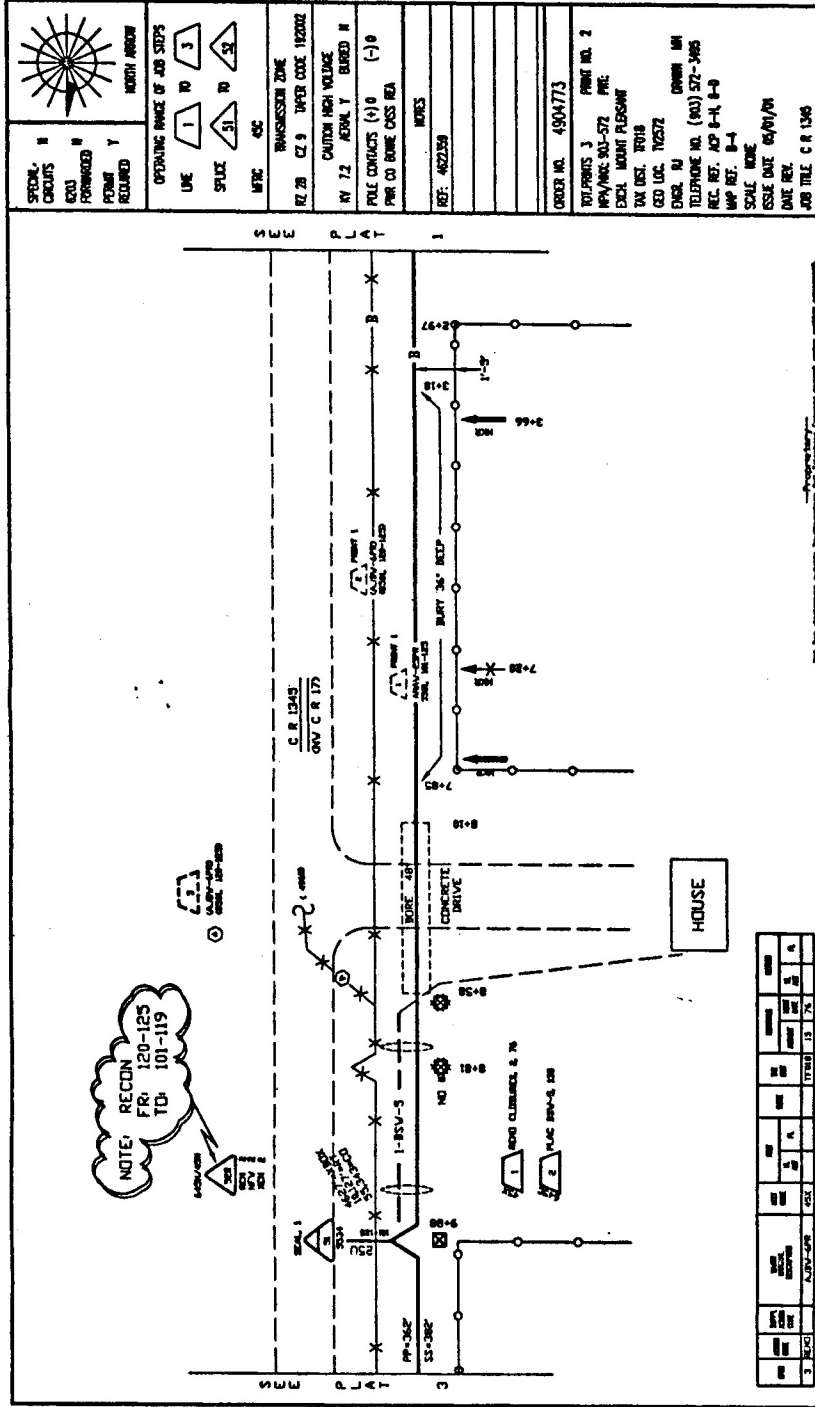
FACS: PLEASE CHANGE
TERMINAL ADDRESS
FR 4996 NV C R 4
TO 5433 C R 1200

ASSIGNED PAIR FILL

CABLE NUMBER	PAIR	REMARKS
1	1	
2	2	
3	3	

XBOX = 4921 NV C R 4

NO.	DATE	BY	REMARKS
1	1/1/71	1378	148
2	1/1/71	1378	148
3	1/1/71	1378	148



MID PROGRESS DATA TABLE									
OFFICE	YR	NO	NO	NO	NO	NO	NO	NO	NO
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

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4905344-Plot 5

APPLICATION FOR PERMIT

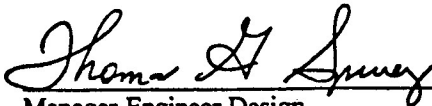
TO: COMMISSIONERS COURT
Mt. Pleasant, Texas 75455

May 7, 2001

Application is hereby made by Southwestern Bell Telephone company for permission to lay buried line and bore along that certain segment of the county road in Precinct # (3) Three at the following location:

C R 3010nd C R 3008 as shown on the attached drawings.

Respectfully submitted,



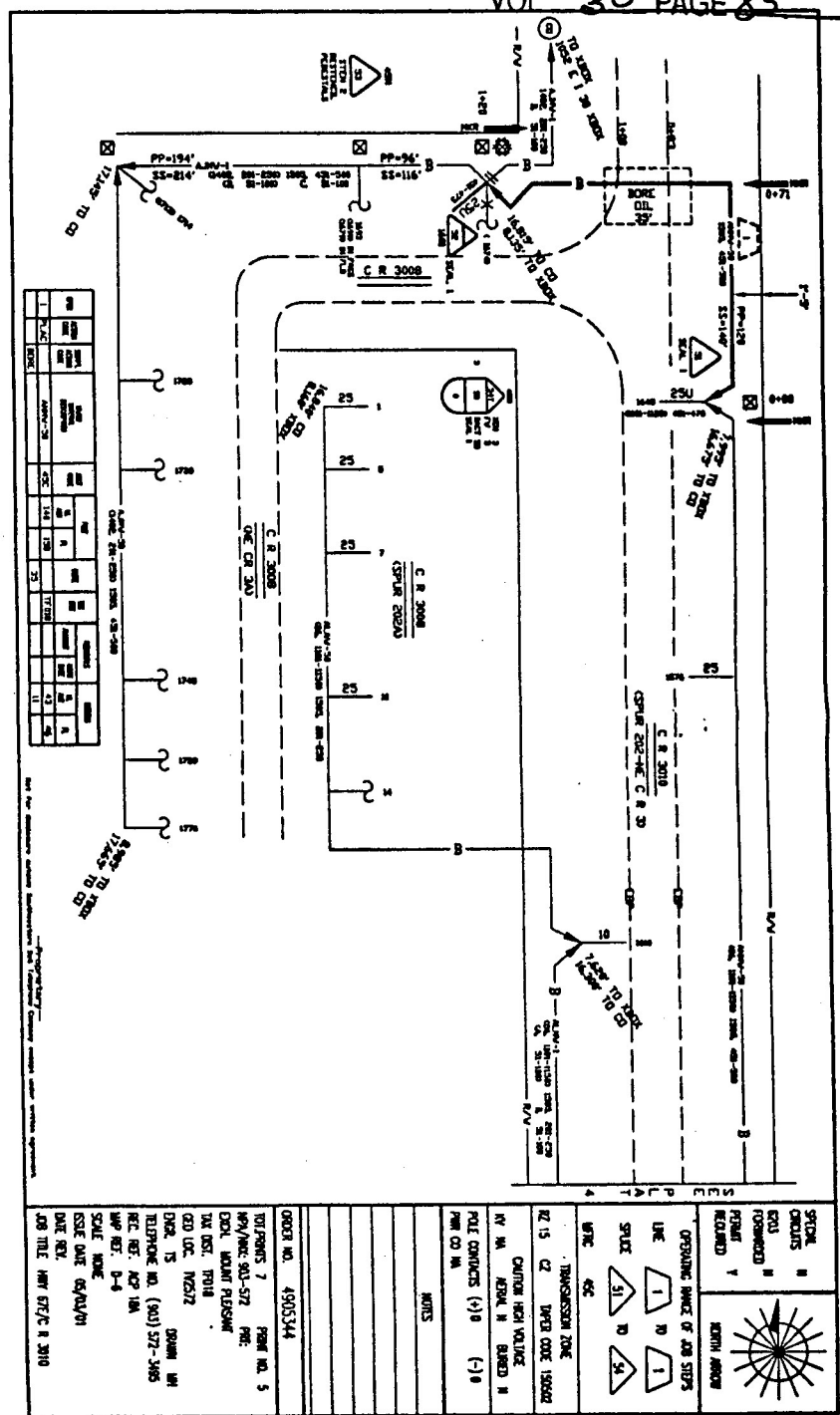
Manager-Engineer Design
307 N. Van Buren
Mt. Pleasant, Tx. 75455
572-3495

Date

APPROVED - DENIED

County Judge

Date



WHEREAS, Titus County 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. 27,764 (see attached Exhibit "A")

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 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 (see attached Exhibit "A")

for and in consideration of the cash sum of (see attached Exhibit "A"), said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 25 day of JUNE, 2001.

Attest:

Sherry Mae Co. Clark

By Jean Crever

Deputy County Clerk
(seal)

Henry P. Clark
County Judge
Titus County, Texas

Those Voting Aye Were:

Bob Fitch, Commissioner Prec. 1

Mike Fields, Commissioner Prec. 2

Billy J. Thompson, Commissioner Prec. 3

Thomas E. Hockaday, Commissioner Prec. 4

Those Voting Nay Were:

EXHIBIT "A"

Cause No. 27,764, Talco-Bogata Independent School District, et al vs.
Sammy Ellis, et al

Judgment Date **January 31, 2000**

Judgment amount	\$953.52	(City of Talco)
	\$1,308.61	(Rivercrest ISD)
	\$167.75	(NE Texas Community College)
	\$561.45	(Titus County)

Account No. #27120-05500-0010 - 040000-00550-00010

Adjudged Value **\$12,940.00**

Present Bid **\$2,000.00**

Bidder Shirley Caruthers
P. O. Box 121
Talco, TX 75487

PROPERTY DESCRIPTION

Tract 3:

THE WEST 100 FEET OF LOT 1, BLOCK 55, ORIGINAL TOWN OF TALCO

TAX RESALE DEED

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TITUS

X

That the City of Talco, Trustee, Rivercrest Independent School District, formerly known as Talco-Bogata Consolidated Independent School District, Northeast Texas Community College and Titus County, acting through the presiding officer of their governing bodies, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$2,000.00 cash in hand paid by

SHIRLEY CARUTHERS
P. O. BOX 121
TALCO, TX 75487

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 27,764, Talco-Bogata Consolidated Independent School District, et al vs. Sammie Ellis, et al, in the district court of said county, said property being located in Titus County, Texas, and described as follows:

TRACT 3
WEST 100 FEET OF LOT 1, BLOCK 55, ORIGINAL TOWN OF TALCO, AS DESCRIBED
IN VOLUME 409, PAGE 304, REAL PROPERTY RECORDS OF TITUS COUNTY, TEXAS
(ACCT # 27120-05500-0010 RIVERCREST ISD, # 040000-00550-00010 NE TX COMM.
COLLEGE)

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

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); rev'd en. 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.

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IN TESTIMONY WHEREOF Titus County has caused these presents to be executed this 25 day
of June, 2001.

Titus County

BY: Danny P. Crooks
County Judge

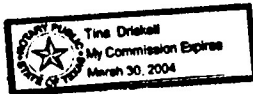
STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 25 day of June
2001, by Danny P. Crooks, County Judge of Titus County, Texas.



Tina Driskell
Notary Public, State of Texas
Commission Expires: 3-30-04

IN TESTIMONY WHEREOF Rivercrest Independent School District, formerly known as Talco-Bogata Consolidated Independent School District has caused these presents to be executed this 14th day of June, 2001.

Rivercrest Independent School District,
formerly known as Talco-Bogata
Consolidated Independent School District

BY Eddy Brown
President of the Board of Trustees

STATE OF TEXAS

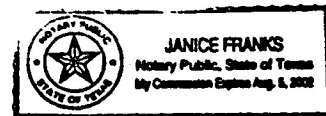
X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 14th day of June, 2001, by Eddy Brown, President of the Board of Trustees of Rivercrest Independent School District.

Janice Franks
Notary Public, State of Texas
Commission Expires: 08/05/2002



VOL 30 PAGE 90

IN TESTIMONY WHEREOF Northeast Texas Community College has caused these presents to be executed this 14 day of August, 2001.

Northeast Texas Community College

BY: Jay J. Mandy
President, Board of Trustees

STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 14 day of August, 2001, by Mr. Larry Massey, President of the Board of Trustees of Northeast Texas Community College.



Marie Skippers
Notary Public, State of Texas
Commission Expires: 5/13/2002

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IN TESTIMONY WHEREOF City of Talco, Trustee has caused these presents to be executed this 11 day of June, 2001.

City of Talco, Trustee

BY: R.M. Sloan

Mayor

STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 11 day of June, 2001, by R.M. Sloan, Mayor of City of Talco.

E. Jone Clemmons
Notary Public, State of Texas
Commission Expires: 6-4-2003



After recording return to:

Shirley Caruthers
P. O. Box 121
Talco, TX 75487

W:\Users\Public\Office\Notary\0707,764\Notary-03.Am0609-001 9:46 AM

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TITUS

X

That the City of Talco, Trustee, Rivercrest Independent School District, formerly known as Talco-Bogata Consolidated Independent School District, Northeast Texas Community College and Titus County, acting through the presiding officer of their governing bodies, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$300.00 cash in hand paid by

RALPH WILSON AND RUTH WILSON
RT. 1, BOX 35-C
TALCO, TX 75487

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax warrant foreclosure sale heretofore held under Cause No. 24,420, Talco-Bogata Consolidated Independent School District and Titus County Appraisal District (City of Talco) vs. Joe Brooks, in the district court of said county, said property being located in Titus County, Texas, and described as follows:

A LOT 50 FEET BY 150 FEET, PART OF LOT 2, BLOCK 64, TALCO TOWNSITE,
TITUS COUNTY, TEXAS, AS DESCRIBED IN VOLUME 1034, PAGE 290, REAL
PROPERTY RECORDS OF TITUS COUNTY, TEXAS (ACCT #R27028/0004000-
00640-00022 RIVERCREST ISD, CITY OF TALCO & NE TX COMM. COLLEGE)

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

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 if 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 30 PAGE 94

IN TESTIMONY WHEREOF Titus County has caused these presents to be executed this 25 day
of JUNE, 2001.

Titus County

BY: Danny P. Crooks
County Judge

STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 25 day of June
2001, by Danny P. Crooks, County Judge of Titus County, Texas.



Tina Driskell
Notary Public, State of Texas
Commission Expires: 3-20-04

IN TESTIMONY WHEREOF Rivercrest Independent School District, formerly known as Talco-Bogata Consolidated Independent School District has caused these presents to be executed this 14th day of June, 2001.

Rivercrest Independent School District,
formerly known as Talco-Bogata
Consolidated Independent School District

BY Eddy Brown
President of the Board of Trustees

STATE OF TEXAS

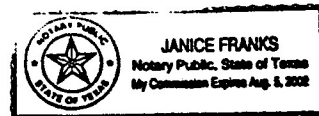
X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 14th day of June, 2001, by Eddy Brown, President of the Board of Trustees of Rivercrest Independent School District.

Janice Franks
Notary Public, State of Texas
Commission Expires: 08/05/2002.



VOL 30 PAGE 96

IN TESTIMONY WHEREOF Northeast Texas Community College has caused these presents to be executed this 14 day of August, 2001.

Northeast Texas Community College

BY: Jerry J Massey
President, Board of Trustees

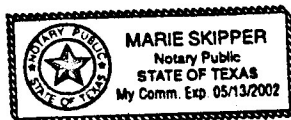
STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 14 day of August, 2001, by Mr. Jerry Massey, President of the Board of Trustees of Northeast Texas Community College.



Marie Skipper
Notary Public, State of Texas
Commission Expires: 5/13/2002

IN TESTIMONY WHEREOF City of Talco, Trustee has caused these presents to be executed this 11 day of June, 2001.

City of Talco, Trustee

BY: R.M. Sloan
Mayor

STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 11 day of June, 2001, by R.M. Sloan, Mayor of City of Talco.

E. Jone Clemmons
Notary Public, State of Texas
Commission Expires: 6-4-2003



After recording return to:

Shirley Caruthers
P. O. Box 121
Talco, TX 75487

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The above and foregoing minutes for the month of June, 2001 were read and approved this 27th day of August, 2001.

Danny P. Crooks
DANNY P. CROOKS, COUNTY JUDGE

R. L. "Bob" Fitch
BOB FITCH, 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 JUNE, 2001, A.D.
RECORDED ON THE 27th DAY OF AUGUST, 2001, A.D.

SHERRY MARS, COUNTY CLERK
TITUS COUNTY, TEXAS

By Juan Cervera DEPUTY COUNTY CLERK
