

COMMISSIONERS' COURT
REGULAR MEETING
DECEMBER 9, 2002

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *Regular Session* Monday, December 9, 2002, in the Titus County Courtroom with the following members present:

DANNY P. CROOKS.....COUNTY JUDGE
BOB FITCH.....COMMISSIONER PRECINCT 1
MIKE FIELDS.....COMMISSIONER PRECINCT 2
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4
THELMA SCULLIN.....DEPUTY COUNTY CLERK

BILLY JACK THOMPSON absent because of death in family.

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING;

CARL JOHNSON, COUNTY AUDITOR
TIM TAYLOR, COUNTY ATTORNEY
CHRIS DURANT, CONSTABLE PRECINCT 1
CLEVE JOHNSON, CONSTABLE PRECINCT 2

CLARISSA CUTRELL
NORMA NARRAMORE

JAKE NARRAMORE
GAIL NORRIS

Mike Fields gave the invocation.

IN THE MATTER OF
PUBLIC COMMENTS AND/OR REQUESTS FOR INFORMATION
ON NON-AGENDA ITEMS IN ACCORDANCE WITH
SECTION 551-042, TEXAS OPEN MEETINGS ACT

There were no requests.

IN THE MATTER OF
HEAR CHRIS DURANT ON THE HIRING OF
RESERVE DEPUTIES FOR CONSTABLES

Constable Chris Durant asked the Court for information on the liability insurance for Reserve Deputy Constables. Carl Johnson, Auditor, informed the Court that the reserves are already covered by the insurance. Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Bob Fitch to approve the Constables having two (2) Reserve Deputies each. Each time a deputy is added or leaves, the Court is to be notified. Motion carried unanimously.

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE DEPUTATION
OF ANGELA A. HOOD AS RESERVE
DEPUTY CONSTABLE, PRECINCT 2

The Court asked Constable Cleve Johnson if he had a reserve deputy at the present. The answer was yes, he had Darlene Burns. Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas Hockaday to approve Angela A. Hood as Reserve Deputy Constable. Motion carried unanimously.

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE RECOMMENDATIONS
BY GAIL NORRIS, HEALTHFIRST TPA, REGARDING
HEALTH AND DENTAL INSURANCE BENEFITS

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Bob Fitch to approve recommendations by Gail Norris, HealthFirst TPA, regarding health and dental insurance benefits. Motion carried unanimously.
SEE AUDITOR'S OFFICE FOR RECOMMENDATION

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE AN INCREASE IN
2003 COBRA RATES FOR COUNTY HEALTH INSURANCE
TO BE EFFECTIVE JANUARY 1, 2003

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Bob Fitch to approve increased Cobra Rates for County Health Insurance, effective January 1, 2003. Motion carried unanimously.
SEE EXHIBIT A

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE REIMBURSEMENT AGREEMENT
WITH EXXON MOBIL CSJ0919-30-032 EAST PINEY CREEK
CHANNEL IMPROVEMENT

We have an agreement with the State that they would pay for almost all work on eight (8) bridges. It was discovered that one bridge had gas or oil pipe lines that would cause extra work and it would have to be done by Exxon. The County will have to pay for this extra work and the amount will be \$39,996.68. If the County does not pay this amount it would still have to pay approximately \$32,000.00 for work already done. Motion was made by Commissioner Mike Fields and seconded by Commissioner Bob Fitch to approve reimbursement to Exxon Mobil. Motion carried unanimously.

IN THE MATTER OF
CONSIDERATION AND APPROVAL OF ORDER FOR THE
IMPLEMENTATION AND ADMINISTRATION OF THE
REGISTRATION OF DANGEROUS WILD ANIMALS IN
TITUS COUNTY

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Mike Fields to ratify the action of the court on November 13, 2001, allowing the keeping of dangerous wild animals in Titus County, and to Order the establishment of the registration program mandated by State Law (Health and Safety Code, Chapter 822E) by the adoption of the attached "ORDER REQUIRING THE REGISTRATION OF DANGEROUS WILD ANIMALS." The Sheriff is to be in charge of the registration. Motion carried unanimously. SEE EXHIBIT B

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE LEASE AGREEMENT
WITH MAURY AND DANA BUFORD FOR LAND
TO BE USED BY PRECINCT #2

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas Hockaday to renew lease agreement with Maury and Dana Buford for land to be used by Precinct #2. Motion carried unanimously. SEE EXHIBIT C

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE LEASING LAND
FROM TXU TRACT #421-N-0342 AND #421-S-0502 FOR
USE BY PRECINCT 2

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas Hockaday to renew lease from TXU on property precinct 2 uses to get dirt. It is leased for \$1 a year. Motion carried unanimously.

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE LEASE AGREEMENT WITH
PATRICIA S. GRIFFIN AND DENNIS . GRIFFIN FOR LAND
TO BE USED BY PRECINCT 3

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Bob Fitch to approve renewing lease agreement with Patricia S. Griffin and Dennis L. Griffin for land to be used by Precinct 3 as a mixing field. Motion carried unanimously. It is leased for \$1000.00 a year. Motion carried unanimously.
SEE EXHIBIT D

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE MOVING THE
COUNTY TREASURER'S OFFICE FROM THE
THIRD FLOOR TO THE FIRST FLOOR OF THE
COURTHOUSE

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas Hockaday to move the County Treasurer's Office from the third floor to the first floor of the Courthouse. It will be moved January 1, 2003. Motion carried unanimously.

IN THE MATTER OF
CONSIDER AND POSSIBLY APPROVE RESOLUTION AND
TAX RESALE DEED FOR PROPERTY: PROPERTY
DISCRIPTION: TRACT 3: PART OF LOT 1, BLOCK 47,
TALCO TOWNSITE.

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas Hockaday to approve Resolution and Tax Resale Deed for Property, Tract 3: Part of Lot 1, Block 47, Talco Townsite. Adjustment will be \$4700.00. Motion carried unimously. SEE EXHIBIT E

IN THE MATTER OF
CONSIDER APPROVAL OF BUDGET AMENDMENTS

There were no amendments. No action taken.

IN THE MATTER OF
SIGN PAY ORDERS AND APPROVE PAYMENT.

Motion was made by Commissioner Thomas Hockaday and seconded by Commissioner Bill Fitch to sign pay orders and approve payment. Motion carried unanimously.

IN THE MATTER OF
APPROVE ORAL AND WRITTEN REPORTS OF
COUNTY OFFICIALS

Motion was made by Commissioner Bob Fitch and seconded by Commissioner Thomas Hockaday to approve the Officials Reports of Tax Assessor/Collector, District Clerk, Five Star Volunteer Fire Department, County Clerk, Cookville Volunteer Fire Department, Sugar Hill Volunteer Department.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner Mike Fields and seconded by Commissioner Thomas Hockaday to adjourn the meeting. Motion carried unanimously.

TITUS COUNTY

Titus County Courthouse

Danny P. Crooks
County Judge

December 2, 2002

Ms. Gail Norris
HealthFirst TPA
P. O. Box 130187
Tyler, Texas

RE: Cobra Rate Change Effective January 1, 2003

Dear Ms. Norris:

Effective January 1, 2003 our Cobra rates will change. The new rates are as follows:

Former Employee	\$ 600.00
Former Employee & Spouse	\$ 675.00
Former Employee & Child	\$ 650.00
Former Employee & Family	\$ 725.00
Spouse only	\$ 600.00
Child only	\$ 600.00
Spouse & Child	\$ 650.00

Gail, we appreciate your capable assistance with insurance matters.

Sincerely,

A handwritten signature of Danny P. Crooks in dark ink.
Danny P. Crooks,
Titus County Judge

CC: Auditors 12/02/03

EXHIBIT B

STATE OF TEXAS §
§
COUNTY OF TITUS §

**ORDER REQUIRING THE REGISTRATION OF
DANGEROUS WILD ANIMALS**

WHEREAS, this Order is adopted under HEALTH AND SAFETY CODE, Chapter 822 E;

WHEREAS, the dangerous wild animal registration program is adopted to protect the health and safety of the residents of Titus County;

WHEREAS, the registration program applies in the unincorporated areas of Titus County;

IT IS HEREBY ORDERED by the Commissioners Court of Titus County that the following animals are required to be registered:

lions, tigers, ocelots, cougars, leopards, cheetah, jaguars, bobcats, lynx, servals, caracals, hyenas, bears, coyotes, jackals, baboons, chimpanzees, orangutans, gorillas, and hybrids of these animals.

The sheriff shall implement the registration program;

The sheriff shall administer and enforce the registration program in accordance with HEALTH AND SAFETY CODE, Chapter 822 E. The sheriff shall prescribe the application form and the registration certificate required by HEALTH AND SAFETY CODE CHAPTER, 822E.

IT IS FURTHER ORDERED that a person may not own, keep, or have custody of an animal to which this order applies unless the person obtains an annual registration certificate from the sheriff.

The sheriff shall collect a nonrefundable \$50 fee per animal with each application for issuance or annual renewal of a registration submitted under this Order. However, a person may not be charged more than a total of \$500 in fees regardless of the number of animals the person is registering.

A person commits an offense if the person violates the registration requirements imposed under this Order, fails to display a registration certificate in accordance with HEALTH AND SAFETY CODE CHAPTER, 822 E, or fails to notify the sheriff of the attack of a human by a dangerous wild animal or the escape of a dangerous wild animal as required by Chapter 822 E, HEALTH AND SAFETY CODE. Each animal with respect to which there is a violation and each day that a violation continues is a separate offense.

A person commits an offense if the person knowingly transfers or sells a dangerous wild animal to a person who does not have a certificate of registration for the animal. An offense under this Order is a Class C misdemeanor.

A person who fails to register a dangerous wild animal in accordance with this Order and Chapter 822 E, HEALTH AND SAFETY CODE is liable for a civil penalty of not less than \$200 or more than \$2,000 for each animal with respect to which there is a violation and for each day the violation continues.

ADOPTED this 9th day of December, 2002, by a vote of _____ ayes and _____ nays.


COUNTY JUDGE DANNY P. CROOKS

Attest:


County Clerk / SHERRY MARS


OFFICIAL TEXAS ADMINISTRATIVE CODE
TITLE 25. HEALTH SERVICES
PART I. TEXAS DEPARTMENT OF HEALTH
CHAPTER 169. ZONOSIS CONTROL
DANGEROUS WILD ANIMALS

§169.131. Caging Requirements and Standards for Dangerous Wild Animals.

(a) Definitions.

(1) Key components of facilities for confining dangerous wild animals and restricting public contact with the animals are the primary enclosure and the perimeter fence.

(A) Primary enclosure - Any structure used to immediately restrict an animal to a limited amount of space, including a cage, pen, run, room, compartment, or hutch.

(B) Perimeter fence - A barrier surrounding the area containing the primary enclosure(s) that restricts public access to the area.

(2) Where specified in this section, primary enclosures for dangerous wild animals shall be equipped to provide for the protection and welfare of the animals and the safety of handlers and the public. Such equipment includes, but is not limited to.

(A) Safety entrance - A protected, secure area that can be entered by a keeper that prevents animal escape and safeguards the keeper, or a device that can be activated by a keeper that prevents animal escape and safeguards entry.

(B) Shelter, nest box, or den - A structure that protects the animal from the elements (weather conditions). Such structures may vary in size depending on the security and biological needs of the species. The structures are particularly described as follows.

(i) Shelter - A structure that provides protection from the elements and from extremes in temperature that are detrimental to the health and welfare of the animal. When vegetation and landscaping is available to serve as protection from the elements, access to a shelter shall also be provided during inclement weather conditions. Such shelter shall be attached to or adjacent to the primary enclosure.

(ii) Nest box or den - An enclosed shelter that provides a retreat area within, attached to, or adjacent to a primary enclosure of specified size, which shall provide protection from the elements and from extremes in temperature that are detrimental to the health and welfare of the animal.

(C) Elevated platform or perching area - A surface or structure, either natural or manmade, positioned above the floor or above the grade level of the primary enclosure that will provide a resting area for the animal(s).

(D) Gnawing and chewing items - Natural or artificial materials that provide for the health of teeth, so as to keep teeth sharp, remove tartar, and promote general oral hygiene. Gnawing items include, but are not limited to, logs and trees. Chewing items include, but are not limited to, woody stems, knuckle bones, and rawhide objects. Suitability is dependent upon species of animal.

(b) General Requirements.

(1) Primary enclosures for housing dangerous wild animals shall be sufficiently strong to prevent escape and to protect the animal from injury and shall be equipped with structural safety barriers to prevent any public contact with the animal. Structural barriers may be constructed from materials such as fencing, landscaping, or close-mesh wire, provided that materials used are safe and effective in preventing public contact.

(2) All primary enclosures less than 1,000 square feet shall be covered at the top to prevent escape.

(3) A perimeter fence, sufficient to deter entry by the public, shall be a minimum of 8 feet in height and shall completely surround the premises where animals are housed or exercised outdoors. Perimeter fences constructed of materials, such as chain link or welded wire, that allow objects to be passed through them shall be at least 3 feet from the primary enclosure or exercise area.

(c) Structural Requirements for Primary Enclosures. In addition to the size and equipment requirements for primary enclosures, dangerous wild animals shall be caged in accordance with the following requirements.

(1) All primary enclosures shall be equipped with a safety entrance. Such entrances shall include a double-door mechanism, interconnecting cages, a lock-down area, or other comparable devices that will prevent escape and safeguard the keeper. Safety entrances shall be constructed of materials that are of equivalent strength as that prescribed for cage construction for that particular species. The area occupied by the safety entrance shall be in addition to the space requirements for the primary enclosure.

(2) All primary enclosures constructed of chain link or other approved materials shall be well braced and securely anchored at or below ground level to prevent escape by digging or erosion. Metal clamps, ties, or braces used in the construction of enclosures shall be of strength equivalent to the material required for primary enclosure construction for the particular species.

(3) Additional minimum requirements for specific species and hybrids of those species shall be as follows.

(A) Chimpanzees, gorillas, and orangutans.

(i) Outdoor facilities - Construction material shall consist of steel bars, 2-inch galvanized pipe, masonry block, or their strength equivalent.

(ii) Indoor facilities - Potential escape routes shall be equipped with steel bars, 2-inch galvanized pipe, or equivalent.

(B) Baboons, jaguars, tigers, lions, leopards, cougars, cheetahs, bears, and hyenas.

(i) Outdoor facilities - Construction material shall consist of not less than 9-gauge chain link or equivalent.

(ii) Indoor facilities - Potential escape routes shall be equipped with wire or grating of not less than 9-gauge or equivalent.

(C) Ocelots, servals, lynxes, bobcats, caracals, coyotes, and jackals.

(i) Outdoor facilities - Construction material shall consist of not less than 12-gauge chain link or equivalent.

(ii) Indoor facilities - Potential escape routes shall be equipped with wire or grating not less than 12-gauge or equivalent.

(d) Primary Enclosure Size and Equipment Requirements. No dangerous wild animal shall be confined in any primary enclosure that contains more individual animals than specified in this section, is smaller in dimension than specified in this section, or is not equipped as specified in this section. The area occupied by pools, ponds, or lakes shall be in addition to the space requirements for the primary enclosure.

(1) Primates.

(A) In addition to species-related requirements of this section, each primary enclosure shall have accessible devices to provide physical stimulation or manipulation compatible with the species. Each device shall be noninjurious and may include, but is not limited to, boxes, balls, mirrors, or foraging items.

(B) Each primary enclosure shall have perching area(s) and shelter(s) that will accommodate all animals in the enclosure simultaneously.

(C) Each primary enclosure shall have horizontal and vertical climbing structures appropriate for the species.

(D) Requirements for specific primate species are as follows:

(i) Baboons. For one animal the primary enclosure shall have a floor area of 100 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 100 square feet.

(ii) Chimpanzees. For one animal the primary enclosure shall have a floor area of 200 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 100 square feet.

(iii) Orangutans. For one animal the primary enclosure shall have a floor area of 200 square feet with a wall or fence 10 feet high. For each additional animal primary enclosure size shall be increased by 200 square feet.

(iv) Gorillas. For one animal the primary enclosure shall have a floor area of 300 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 200 square feet.

(2) Wild felines.

(A) In addition to requirements of this section, each primary enclosure shall be equipped with a shelter(s)/nest box(es) large enough to accommodate all the animals in the enclosure simultaneously.

(B) Each primary enclosure shall have an accessible device to provide physical stimulation or manipulation compatible with the species. Such device shall be noninjurious and may include, but is not limited to, boxes, balls, bones, barrels, drums, rawhide materials, or pools. The area occupied by a pool shall be in addition to the space requirements for the primary enclosure.

(C) Each primary enclosure shall have an elevated platform large enough to accommodate all animals in the enclosure simultaneously.

(D) Each primary enclosure shall have a claw log.

(E) Requirements for specific species of wild felines are as follows:

(i) Lions, tigers, and cheetahs.

(I) For one animal the primary enclosure shall have a floor area of 300 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 150 square feet.

(II) Outdoor primary enclosures over 1,000 square feet (uncovered) shall have vertical jump walls at least 10 feet high with a 45 degree inward angle overhang 2 feet wide or jump walls at least 12 feet high without an overhang. The inward angle fencing shall be made of the same material as the vertical fencing.

(ii) Jaguars, leopards, and cougars.

(I) For one animal the primary enclosure shall have a floor area of 200 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 100 square feet.

(II) Jaguars, leopards, and cougars shall not be kept in uncovered enclosures.

(iii) Bobcats, lynxes, ocelots, caracals, and servals. For one animal the primary enclosure shall have a floor area of 80 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 40 square feet.

(3) Bears.

(A) In addition to the requirements of this section, each primary enclosure shall be equipped with a shelter(s) that shall accommodate all animals in the enclosure simultaneously.

(B) Each primary enclosure shall have an accessible device to provide physical stimulation or manipulation compatible with the species. Such device shall be noninjurious and may include, but is not limited to, boxes, balls, bones, barrels, drums, climbing apparatus, or foraging items.

(C) Each primary enclosure shall have an elevated platform(s) for resting.

(D) Requirement for specific types of bears are as follows:

(i) Sun bears.

(I) For one animal the primary enclosure shall have a floor area of 200 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 100 square feet.

(II) Each primary enclosure shall have, as a minimum, a 3-foot by 4-foot pool of water, 2 feet deep. The area occupied by the pool shall be in addition to the space requirements for the primary enclosure.

(ii) Black bears and Asiatic bears.

(I) For one animal the primary enclosure shall have a floor area of 300 square feet with a wall or fence 8 feet high. For each additional animal primary enclosure size shall be increased by 150 square feet.

(II) Each primary enclosure shall have, as a minimum, a 4-foot by 6-foot pool of water, 3 feet deep. The area occupied by the pool shall be in addition to the space requirements for the primary enclosure.

(iii) Brown bears and polar bears.

(I) For one animal the primary enclosure shall have a floor area of 400 square feet with a wall or fence 10 feet high. For each additional animal primary enclosure size shall be increased by 200 square feet.

(II) Each primary enclosure for brown bears shall have, as a minimum, a 6-foot by 10-foot pool of water, 4 feet deep. The area occupied by the pool shall be in addition to the space requirements for the primary enclosure.

(III) Each primary enclosure for polar bears shall have, as a minimum, a 10-foot by 10-foot pool of water, 5 feet deep. The area occupied by the pool shall be in addition to the space requirements for the primary enclosure.

(4) Coyotes and jackals.

(A) In addition to the requirements of this section, each primary enclosure shall be equipped with a shelter(s)/den(s) that shall accommodate all the animals in the enclosure simultaneously.

(B) Each primary enclosure shall have an accessible device to provide physical stimulation or manipulation compatible with the species. Such device shall be noninjurious and may include, but is not limited to, boxes, balls, bones, barrels, drums, rawhide materials, or pools. The area occupied by a pool shall be in addition to the space requirements for the primary enclosure.

(C) For one animal the primary enclosure shall have a floor area of 150 square feet with a wall or fence 6 feet high. For each additional animal primary enclosure size shall be increased by 100 square feet.

(D) Each primary enclosure shall have an elevated platform large enough to accommodate all animals in the enclosure simultaneously.

(E) Uncovered outdoor primary enclosures over 1,000 square feet shall have vertical jump walls at least 8 feet high with a 45 degree inward angle overhang 2 feet wide or jump walls 10 feet high without an overhang. The inward angle fencing shall be made of the same material as the vertical fencing.

(5) Hyenas.

(A) For one animal the primary enclosure shall have a floor area of 200 square feet with a wall or fence 6 feet high. For each additional animal primary enclosure size shall be increased by 100 square feet.

(B) Each primary enclosure shall have an elevated platform large enough to accommodate all animals in the enclosure simultaneously.

(C) Outdoor primary enclosures over 1,000 square feet (uncovered) shall have vertical jump walls at least 8 feet high with a 45 degree inward angle overhang 2 feet wide or jump walls 10 feet high without an overhang. The inward angle fencing shall be made of the same material as the vertical fencing.

EXHIBIT C
AGREEMENT OF LEASE

THE STATE OF TEXAS

COUNTY OF TITUS

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH:

This AGREEMENT OF LEASE, effective the 1st day of January 2003 by and between MAURY A. BUFORD and DANA BUFORD, HEREINAFTER CALLED "Lessor", and MIKE FIELDS, County Commissioner of Titus County, Texas, hereinafter called "LESSEE".

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, 2003 and ending December 31, 2003, 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 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 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 all hunting and fishing rights to the property.

EXECUTED IN DUPLICATE this the 16th day of December
2002.

Maury A. Buford
MAURY A. BUFORD, LESSOR

Dana Buford
DANA BUFORD, LESSOR

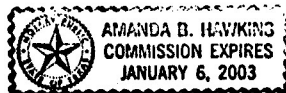
Mike Fields
MIKE FIELDS, TITUS COUNTY
COMMISSIONER, PRECINCT 2
LESSEE

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, the 16th day of
December, 2002.



Amanda B. Hawkins
NOTARY PUBLIC

EXHIBIT D

THE STATE OF TEXAS

COUNTY OF TITUS

KNOW ALL MEN BY THESE PRESENTS:

That we, PATRICIA S. GRIFFIN and DENNIS L. GRIFFIN, of Titus County, Texas, hereinafter called Lessor, for the purposes and considerations and upon the terms hereinafter stated, do lease and let unto Titus County of Titus County, Texas, hereinafter called Lessee, the following described property, to-wit:

All that certain lot, tract or parcel of land situated in Titus County, Texas, and described as being a part of the James W. McCullough Survey, Abstract No. 373, and being approximately 3 acres out of the Southeast corner of tract of land conveyed to Lessors herein by warranty deed from Tony E. Allen, dated January 7, 1999 and recorded in Vol. 1147, Page 249, Deed Records of Titus County, Texas.

The purposes, considerations and terms of this lease are as follows:

- 1 -

The term of said lease is for a period of one (1) year beginning January 1, 2003, and ending December 31, 2003; and at the termination of said lease, the Lessee agrees to peaceably surrender said premises to Lessor, his heirs or assigns, unless Lessee exercises the options contained herein and the following paragraphs. The purpose of said lease is for use as a mixing field for road toppings and none other. Lessee agrees not to change the use of said premises without the consent of Lessor.

- 2 -

The consideration for said lease is \$1,000.00 payable in one (1) annual installment of \$1,000.00 each with the first installment due and payable on or before January 1, 2003. Said rental payments are payable to Lessor at Mt. Pleasant, Titus County, Texas.

- 3 -

Lessor hereby grants to Lessee an option to release the premises at the end of the original lease term for up to two consecutive terms of 12 months each under the same terms and conditions as the original lease. Notice of Lessee's intent to exercise said option must be given at least sixty (60) days prior to the termination of the original lease term.

- 4 -

Lessee shall build no fences or structures of any type upon the leased premises save and except with the consent of Lessor, nor shall they plant or cause to be planted any hedges of any type and character. Lessee shall not permit any rubbish, cans or trash of

any kind to accumulate upon the leased premises, and shall keep those areas covered with grass mowed at all times.

- 5 -

Lessee may not sublease or sublet all or any part of the land described above, unless the party to whom a sublease is granted is approved by the Lessor. Lessee may not assign this lease without the express written consent of Lessor.

- 6 -

This lease shall be binding upon the heirs, representatives, and assigns of the parties hereto. Any violation of the provisions hereof on the part of Lessee, his heirs or assigns shall, at the option of Lessor, terminate the aforesaid lease.

WITNESS OUR HANDS this the 20 day of December 200 .

Dennis L. Griffin
DENNIS L. GRIFFIN, LESSOR

Patricia Griffin
PATRICIA S. GRIFFIN, LESSOR

ACCEPTED BY:

TITUS COUNTY, LESSEE

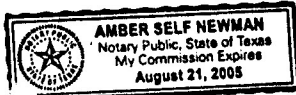
BY: Billy Thompson
BILLY J. THOMPSON
COMMISSIONER, PRECINCT 3

THE STATE OF TEXAS

COUNTY OF TITUS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared PATRICIA S. GRIFFIN and DENNIS L. GRIFFIN, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of December 2002



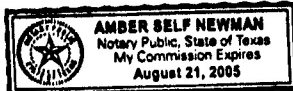
Amber Self Newman
NOTARY PUBLIC in and for
THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF TITUS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared BILLY J. THOMPSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the County of Titus for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 20th day of December 2002



Amber Self Newman
NOTARY PUBLIC in and for
THE STATE OF TEXAS

RESOLUTION NO. _____

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. 26,094 (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 9th day of December, 2002.

Attest:

Sherry Mars
County Clerk
(see)

Barry L. Cook
County Judge
Titus County, Texas

Those Voting Aye Were:

Those Voting Nay Were:

EXHIBIT "A"

Cause No. 26,094, City of Talco vs. John Pat Stephens, et al

Judgment Date May 21, 2002

Judgment amount \$542.61 (City of Talco)
\$1,522.22 (Rivercrest ISD)
\$107.95 (NE Texas Community College)
\$314.12 (Titus County)

Account No. #04000-00470-00011

Adjudged Value \$4,770.00

Present Bid \$400.00

Bidder Alfred M. Westerman
Rt. 1, Box 2
Talco, TX 75487

PROPERTY DESCRIPTION

Tract 3: Part of Lot 1, Block 47, Talco Townsite

IN TESTIMONY WHEREOF Titus County has caused these presents to be executed this 9th day of December, 2002.

Titus County

BY: Denny Crooks
County Judge

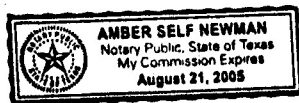
STATE OF TEXAS

X

COUNTY OF TITUS

X

This instrument was acknowledged before me on this 9th day of December, 2002, by Denny Crooks, County Judge of Titus County, Texas.



Amber Self Newman
Notary Public, State of Texas
Commission Expires: 8-21-05