

COMMISSIONERS COURT
REGULAR SESSION
March 26, 2001

The Hunt County Commissioners Court met this day with all Commissioners present and Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as presented.

— Commissioner Pct. 1-Kenneth Thornton made a presentation of service awards to 2 of his crew who are retiring from Hunt County-Mike Henslee-Foreman with 25 years of service and Curtis Mc Vey-Motorgrader Operator with 23 years of service.

— The Court also made a presentation of the semi-annual teamwork awards to the Maintenance Department and to Pct. 1,2,3,4 Commissioners earned through the safety program.

— Court recessed at 10:07 AM; Court reconvened at 10:16 AM.

NEW BUSINESS:

7934 On the motion by Judge Bobbitt, second by Allen Martin, the court dedicated a 10' utility easement to the City of Greenville on the east side of Lot 9/Block 30 of the College Hills Addition located near the intersection of Washington and Jackson Streets, due to the relocation of a sewer drain line. David Herbert with the City stated the school district and hospital have signed a resolution to approve easement also.

7935 On the motion by Kenneth Thornton, second by Ralph Green, the Court approved the final plat for Blue Devil Estates in Pct. 1, presented by Jerry Wisdom, contingent upon all fees being paid.

7936 On the motion by Green second by Phillip Martin, the Court approved the preliminary plat for Dream Acres in Pct. 2. The Court noted this subdivision partially lies within the Caddo Mills City limits and will have a county road.

7937 On the motion by Thornton, second by Allen Martin, the Court approved request to advertise for clear span bridges 20'-30'-40' for all pcts, box culverts and gasoline card reader.

— 'Discuss and possibly take action on any items pertaining to the new Criminal Justice Center.' Judge Bobbitt stated several tours of this facility have been planned, with a dedication date sometime in May.

HEAR AND DISCUSS REPORTS:

Judge Bobbitt announced he has called an election to be held on May 5, 2001 for the City Incorporation of the Mt. Bethel Community. A public meeting will be scheduled at a later date.

Judge Bobbitt also received the incident reports from the Volunteer Fire Departments, submitted by Dorsey Driggers-Emergency Management Coordinator.

7938 On the motion by Allen Martin, second by Phillip Martin, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

7939 On the motion by Green, second by Allen Martin, the Court approved the line item budget transfers.

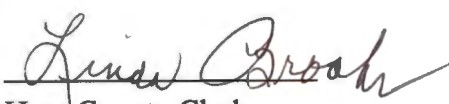
PERSONNEL AND PAYROLL:

Health Department	Remove Shirley Hoffman from full time due to her resignation, effective date 3-30-01. Add as part time hourly at \$25.00 per hour , effective date 4-2-01.
	Change Pam Andrews from part time at \$22.44 per hour to full time at yearly salary of \$32,739.00 effective 4-2-01.
County Judge	Change Shawna Padilla, Assistant G4, P40 from \$21,152.76 to \$22,152.76 per year, effective 3-26-01.
	Add Raven Jacobs as summer hire, part time hourly at \$5.15 per hour, effective 3-14-01.
Justice of Peace-Pct. 4 Hershey Barnett	Remove Toni Gale Douthit due to her resignation, effective date 3-19-01. Please pay any vacation time due her.
Maintenance	Change Brian Brown-Maintenance Tech 3, G4 P42 from \$14,906.00 to \$16,500 per year effective date 3-26-01.
Tax Office	Add Jason Welch as summer hire, part time hourly at \$5.15 per hour, effective 3-20-01.

7940 Approved on the motion by Thornton, second by Phillip Martin.

—There was no Executive Session; Court Adjourned at 10:30AM. Minutes approved this 9 day of April, 2001

Attest:


Linda Brook
Hunt County Clerk


Joe A. Bobbitt
Hunt County Judge

34
UTILITY EASEMENT

THE STATE OF TEXAS:

COUNTY OF HUNT:

KNOW ALL MEN BY THESE PRESENTS

THAT Greenville Independent School District, City of Greenville,
Hunt County and Hunt County Memorial Hospital District;

of the County of Hunt and State of Texas

hereinafter called "Grantors", whether one or more, for and in consideration of the sum of \$ 10.00, to said Grantors in hand paid by the City of Greenville, Texas, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of Texas, hereinafter called "Grantee", the receipt of which is hereby acknowledged and confessed and for which no lien is retained either expressed or implied, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto said Grantee an Easement for public utilities, for the purposes of laying out, opening, constructing, operating, maintaining and reconstructing public utility facilities, together with necessary and customary incidentals, appurtenances and uses attendant thereto, in, along, upon, over, under and across all that certain tract and parcel of land situated in the County of Hunt and State of Texas and more particularly described as follows, to-wit:

All that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, and being part of Lot 9, Block 30 of College Hill Addition to the City of Greenville, as recorded in Cabinet C, Page 112 of the Plat Records of Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for a corner at the Southeast corner of Lot 9, said point also being the Southwest corner of Lot 10, and being in the North line of Washington Street.

THENCE West (Directional Control Line) along the North line of said street a distance of 10.00 feet to a point for corner;

THENCE N. 00 deg. 09 min. 40 sec. W. a distance of 159.55 feet to a point for corner in the North line of Lot 9, and in the South line of a 16 foot Alley;

THENCE S. 89 deg. 21 min. 17 sec. E. along the North line of Lot 9 a distance of 10.00 feet to a 3/8" iron rod found for a corner at the Northeast corner of Lot 9, said point also being the Northwest corner of Lot 10;

THENCE S. 00 deg. 09 min. 40 sec. E. along the East line of Lot 9 and the West line of Lot 10 a distance of 159.43 feet to the POINT OF BEGINNING and containing 0.037 acres of land.

It is hereby understood, agreed and recognized that said Grantors retain title to all of the oil, gas, sulphur and other minerals in and under said above-described tract and parcel of land, but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of said tract and parcel of land, and upon the condition that none of such operations shall be conducted so near the surface of said tract and parcel of land as to interfere with the intended uses thereof or in any way interfere with, jeopardize or endanger any of the facilities hereinabove described or create a hazard to the public users thereof; it being intended, however, that nothing herein shall affect the rights of said Grantee to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road building materials upon, in or under said tract and parcel of land for the construction or maintenance of any of said facilities.

FOR RECORD
01 MAR 26 PM 3:02
BY: G. Brooks
DEPUTY
HUNT CO., TX

It is further understood, agreed and recognized that said Grantee may grant, sell, convey, transfer or assign any right or interest granted, sold and conveyed herein to any and all public utility companies operating within the said City of Greenville, Texas.

It is further understood, agreed and recognized that the laying out, opening, constructing, operating, maintaining and reconstructing of any of said facilities may be performed, conducted and accomplished in accordance with such designs, plans and specifications as will in the opinion of said Grantee best serve the public purpose and that the payment of the above-mentioned purchase price shall be considered full compensation for the rights and interests granted, sold and conveyed herein and hereby, and for any damages that may be claimed or asserted by virtue of the establishment and construction of any of such facilities.

It is further understood, agreed and recognized that the grant, sale and conveyance of said easements will not serve to reduce those taxes already assessed or due to be assessed for the current year.

It is further understood, agreed and recognized the fee title to the above-described tract and parcel of land is reserved to said Grantor and the heirs and assigns thereof subject, however, to said easements, rights and interest granted, sold and conveyed herein and hereby.

TO HAVE AND TO HOLD SAID right-of-way and/easements together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said City of Greenville, Texas, forever.

IN WITNESS WHEREOF, said Grantors have caused this instrument to be executed on:

Greenville Independent School District _____ Date _____

City of Greenville _____ Date _____

Hunt County _____ Date 3-26-01

Hunt Memorial Hospital District _____ Date _____

CORPORATION ACKNOWLEDGMENT

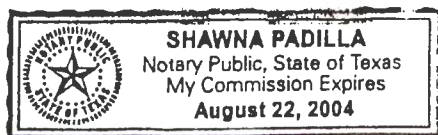
THE STATE OF TEXAS :

COUNTY OF HUNT :

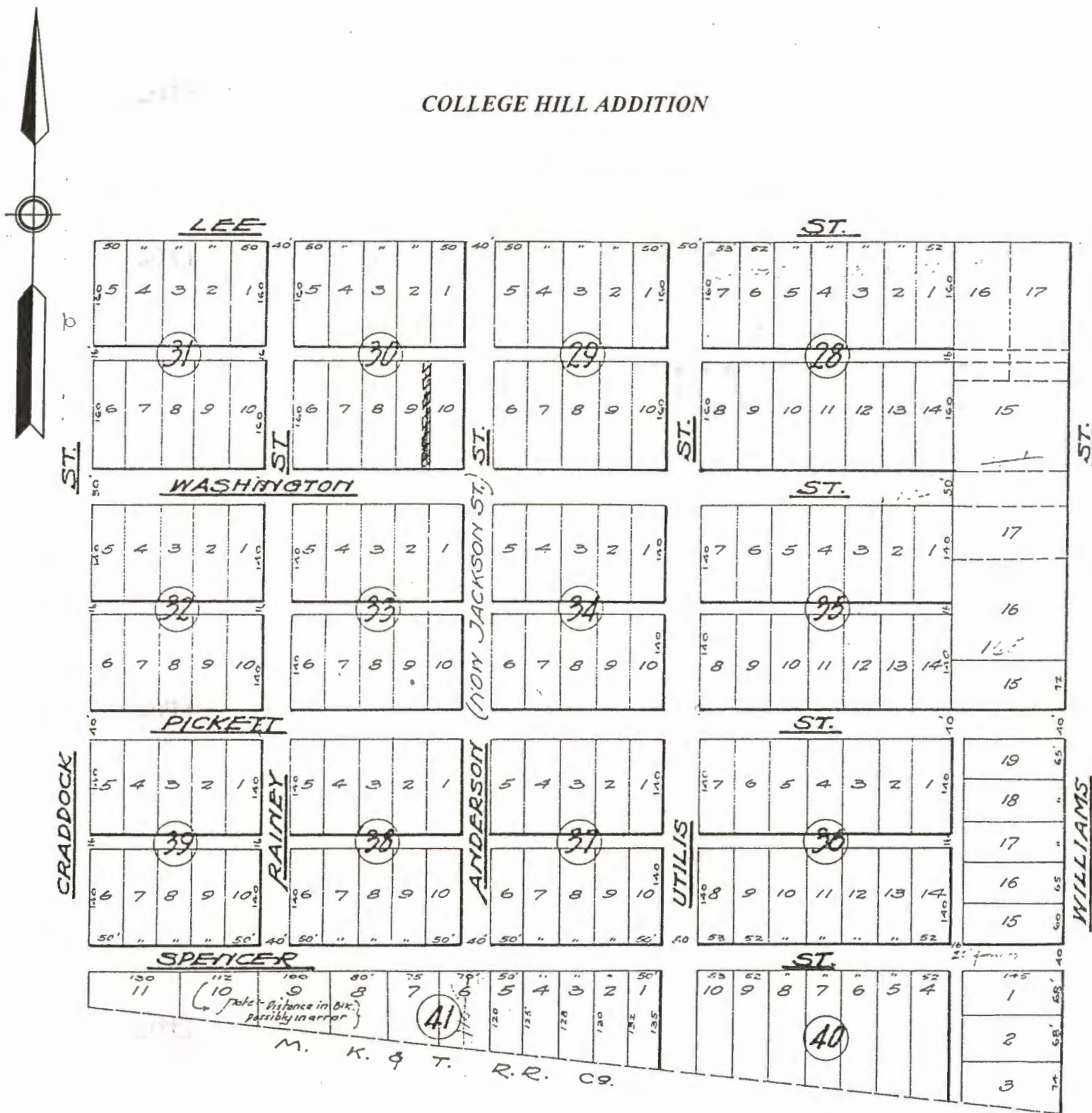
Before me, the undersigned, a Notary Public in and for Said County and State, on this day personally appeared Joe Bobbitt known to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 26th DAY OF March, A.D. 2001.

Shawna Padilla
Notary Public in and for Hunt County, Texas



COLLEGE HILL ADDITION



SOUTH of LEE ST.

1" = 200'