

**COMMISSIONERS COURT**  
**REGULAR SESSION**  
*February 10, 2003*

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.

NEW BUSINESS:

**8635** On the motion by Phillip Martin, second by Ralph Green, the Court approved the appointment of Terry Ellsworth as Firearms Training Officer through the County Fire Marshall's Office. Funding for Training (\$65.00) plus travel expense to come out of Emergency Management Co-ordinator – Dorsey Driggers Budget.

**8636** On the motion by Kenneth Thornton, second by Jim Latham, the Court approved temporary appointment of outside prosecutors for the Justice Courts due to back log on dockets and in an effort to provide timely prosecutions. Judge Erwin and Judge Reeves were present stating the County Attorney was agreeable to this appointment. The County Attorney will send a letter to Commissioners Court which will be filed with the County Auditor authorizing payment of outside prosecutors.

**8637** On the motion by Green, second by Thornton, the Court approved the Audie Murphy/American Cotton Museum quarterly report already received in Court January 27, 2003.

— ‘Discuss and possibly take action on Delinquent Court Fines and Fees Collection Contract:’ Agreement was made to drop from agenda to allow clarification on several items in this contract.

**8638** On the motion by Thornton, second by Martin, the Court approved the final plat for Harvest Hill in Pct 1 presented by Frank Owens.

**8639** On the motion by Green, second by Latham, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR 2584 and CR 2712 in Pct 2 with the usual stipulations.

**8640** On the motion by Green, second by Martin, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR 2560 in Pct 2 with the usual stipulations.

**8641** On the motion by Green, second by Thornton, the Court approved the final plat for Rosewood Ranch in Pct 2 presented by Frank Owens.

**8642** On the motion by Thornton, second by Green, the Court approved the final plat for Walker Addition in Pct 1 presented by Frank Owens.

**8643** On the motion by Latham, second by Martin, the Court approved request of FEC Electric to construct electrical power distribution facilities along and across CR 4516 and CR 4705 in Pct 4 with the usual stipulations.

**8644** On the motion by Martin, second by Latham, the Court accepted inventory of Hunt County Pct 3 roads and bridges that are recognized and included in the County Maintenance program and submitted as such to County Auditor reference GASB-34.

**8645** On the motion by Martin, second by Green, the Court accepted all bids for recycled concrete originating from different locations. Bids on file in Personnel Office.

**8646** On the motion by Green, second by Thornton, the Court accepted the 2 lowest bids received for recycled asphalt from Recycled Aggregates and Big City Crushed Concrete originating at different locations. All bids on file in Personnel Office.

**8647** On the motion by Green, second by Martin, the Court approved the Interlocal Agreement between Hunt and Tarrant County to join the Tarrant County Co-operative Purchases Program to allow piggy backing for purchase of pagers at a savings for our County. *See Attachments.*

— ‘Discuss and possibly take action to retain the services of a specialist to assist in the valuation of Hunt County Roads and Bridges per GASB-34 Jimmy Hamilton, County Auditor.’ Present in Court was Cliff Claudy, a former TX Dot Engineer, to discuss possibilities of how to place a value on the county’s roads and bridges by providing a formula of value and depreciation of roads, which would allow a base to provide an inventory on roads and bridges. Judge Bobbitt stated we need the expertise of an outside engineer to calculate the numbers. The Court agreed to pay mileage and day charge for Mr. Claudy’s services until a contractual agreement is done, and in addition, the County Auditor will organize a public workshop for the Commissioners Court, Auditor, our Outside Auditor – Tommy Nelson and Mr. Claudy to further discuss this issue.

**8648** On the motion by Judge Bobbitt, second by Green, the Court approved on unanimous vote the newly submitted office lease agreement between Hunt County and the City of Greenville for the first floor of the Old Greenville Exchange Bank Building, located at 2500 Stonewall St. to house the Tax Assessor / Mtr. Vehicle Department. Cost to be \$14.00 per annum per rentable square foot = \$9,006.67 per month for 120 months. Judge Bobbitt stated Exhibit A shows the Rental Area; Exhibit B shows Control Area. In reference to an effective date, the Court agreed to a walk – through inspection of the facility, followed by an approval date by an addendum being added to the lease. Commissioner Thornton also ask if the court was in agreement for the Veterans Administrative Office to be moved to this location. Commissioner Martin advised the Court necessary modifications have been cleared with the City for this addition.

*See Attachments.*

**HEAR AND DISCUSS REPORTS:**

— C. Gordon Galloway was present asking the Court to approve Board members for HCMHMR before they leave for conference next week. Judge Bobbitt advised Mr. Galloway the first step is to have a Public Meeting. Assurances were made that the Court wants to do what is best for the shareholders of this organization, the people who actually use these services.

— Judge Bobbitt advised the Court of a donation from Linebarger, Goggan, Blair, and Sampson to the North Texas Food Bank and in addition a \$500 donation to the Hunt County Committee on Aging.

**8649** On the motion by Martin, second by Thornton, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

**8650** On the motion by Green, second by Martin, the Court approved line item budget transfers.

**PERSONNEL AND PAYROLL:**

<p><b><u>Commissioner Pct 2:</u></b></p>	<p>Remove Murley Brannum from his position as Foreman due to his resignation, effective 7:00a.m. January 31, 2003.</p> <p>Change Danny Huddleson from Asst Foreman to Foreman G8 at \$33,000.00 per year, effective date 2-3-03. Begin cell phone allowance this pay period.</p>
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<u>Commissioner Pct 3:</u>	Raise Reggie Williams Pct. Worker G4, P5 from \$17,638.00 to \$18,720.00, effective date 1-28-03.
<u>County Atty:</u>	Add Janice Evans as Secretary 3, G4, P43 at \$22,719.00 per year, effective date 1-28-03.
<u>JP Pct 1, Place 1:</u>	Add Cari King as part time help at \$7.00 per hour effective date 2-11-03.

**8651** Approved on the motion by Martin, second by Thornton.

**8650** The Court went into Executive Session at 11:30 A.M. as permitted by the Texas Government Code Sec 551.071-551.076, with no action being taken.

**8649**

\_\_\_\_\_ Court Adjourned. Minutes approved this 24 day of February, 2003.

  
 \_\_\_\_\_  
 Hunt County Judge

Attest:

  
 \_\_\_\_\_  
 Hunt County Clerk

**8648**

FILED FOR RECORD  
at 10:45 o'clock A M

MAR - 5 2003

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By *[Signature]*

ROAD AND BRIDGE PRECINCT # 3

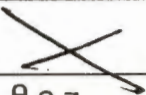
COUNTY ROAD NUMBER	SURFACE			STRUCTURE			CONCRETE BRIDGE	# OF STEEL BRIDGES	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY	
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE										WIDTH	
CR3101			2.915		2.915	16 X 24	1	1	1	\$ 30,500.00	REPLACED Feb-01					50'	
CR3102			1.445		1.445	20 X 14	1									50'	
CR3103			2.320		2.320	16 X 32	1									50'	
CR3104			0.815		0.815											50'	
CR3105		0.350			0.350											50'	
CR3106			2.165		2.165											50'	
CR3107	1.568	0.480	0.390		2.438	16 X 40	1									50'	
CR3108		0.310	0.290		0.600											50'	
CR3109		0.250			0.250											50'	
CR3110	0.550	1.335	3.240		5.125	16 X 32, 19 X 10, 16 X 60	3									50'	
CR3111			2.040		2.040	16 X 60	1									50'	
CR3112	0.521				0.521											50'	
CR3113	0.580	0.265			0.845											50'	
CR3114		0.150			0.150											50'	
CR3115	2.551		2.024		4.575	15 X 36	1	26 X 41, 26 X 53	2							50'	
CR3116		0.787	1.938		2.725	16 X 32	1									50'	
CR3117		1.090	0.155		1.245											50'	
CR3118		0.685			0.685											50'	
CR3119			1.035		1.035			16 X 40	1							50'	
CR3120			0.081		0.081											50'	
CR3121			0.303		0.303											50'	
CR3122 MAMIE			1.414		1.414											50'	
CR3123	1.114				1.114											40'	
CR3124			0.555		0.555											40'	
CR3125		0.310	0.095		0.405											40'	
CR3126		0.205			0.205											40'	
CR3127		0.390	0.320		0.710											40'	
CR3128	3.220	1.490	0.065		4.775			24 X 70 BEING CONSTRUCTED	1	\$ 227,000.00						50'	



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD				SURFACE		STRUCTURE					AMOUNT					YEAR		TANK CARS		CONCRETE BOX CULVERT		# OF BOX CULVERTS		RIGHT OF WAY	
NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	WIDTH									
CR3130			0.500		0.500											40'									
CR3131	1.203	1.980			3.183	14 X 53 CLOSED	1									40'									
CR3132		0.910			0.910											40'									
CR3133		2.425			2.425											40'									
CR3134		0.750			0.750	11 X 12	1									40'									
CR3139			1.494		1.494			25 X 40	1							60'									
CR3140			0.489		0.489											60'									
CR3201		1.820			1.820	16 X 35	1									40'									
CR3202	2.605	1.180			3.785											40'									
CR3203		1.300	0.300		1.600	16 X 25	1									40'									
CR3204		1.580	0.875		2.455											40'									
CR3205	1.315	0.660			1.975	16 X 37	1									40'									
CR3206	1.512				1.512											40'									
CR3207	1.468	1.645			3.113	16 X 40, 16 X 40	2					6 X 34	1			40'									
CR3208		2.110	0.450		2.560	16 X 14	1									40'									
CR3209		1.015			1.015											40'									
CR3210		3.390			3.390											50'									
CR3211	0.490	1.535	0.090		2.115			30 X 50	1	\$ 138,000.00	Jul-02					50'									
CR3212	1.905				1.905											40'									
CR3213	2.580				2.580	16 X 40	1									40'									
CR3214	0.795	1.115	1.005		2.915	1 - 16 X 20 FOR \$28,693.00	1	26 X 30	1	\$ 28,693.00	Jun-02					40'									
CR3215			1.075		1.075											40'									
CR3216	0.360	1.740			2.100											40'									
CR3217	1.540				1.540											40'									
CR3218		1.415	0.050		1.465											40'									
CR3219	0.160	0.861	0.114		1.135											40'									
CR3220			0.515		0.515											40'									
CR3221		1.170	0.765		1.935											40'									

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE			STRUCTURE			CONCRETE BRIDGE	# OF STEEL BRIDGES	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY WIDTH
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE										
CR3222	0.420				0.420											40'
CR3223	0.930	1.640	2.220		4.790				2	\$ 36,543.00	Jul-02					50'
CR3224 ALSO CALLED CR3236 (ADD MILEAGE ON BOTH PER PHILLIP MARTIN) CR3225		0.620			0.620											SEE CR 3236
CR3226		0.305	1.580		1.885											50'
CR3227	2.377	2.005			4.382											50'
CR3228		0.350			0.350	14 X 20	1									50'
CR3229	0.223	0.262			0.485	12 X 20	1									50'
CR3230	0.440	1.075			1.515											50'
CR3231	0.436	0.850	0.100		1.386											50'
CR3232		0.120			0.120											50'
CR3233	0.435				0.435											50'
CR3236	0.820				0.820											50'
CR3236 ALSO CALLED CR3224 (ADD MILEAGE ON BOTH PER PHILLIP MARTIN) CR3301		0.620			0.620											
CR3302	1.110		0.085		1.195											50'
CR3303	0.190	0.355	0.145		0.690											50'
CR3304			2.030		2.030				1	\$ 31,000.00						60'
CR3305		0.385	1.405		1.790											50'
CR3306			0.740		0.740											40'
CR3307	0.950	1.045			1.995											40'
CR3308		0.985	0.275		1.260											50'
		0.860	1.255		2.115	16 X 38	1									40'



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE				STRUCTURE				AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY	
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES						WIDTH	
CR3309			0.740		0.740										50'	
CR3310	0.730		0.285		1.015										40'	
CR3311		0.580	0.710		1.290										40'	
CR3312			0.175		0.175										40'	
CR3313		0.330	0.050		0.380										40'	
CR3314			0.210		0.210										40'	
CR3315 OLD MILL ROAD			2.020		2.020								TWO AT 20 X 10 X 3	2	50'	
CR3316 BETHEL ROAD			1.053		1.053										40'	
CR3317			0.270		0.270										40'	
CR3318			4.000		4.000										50'	
CR3320			0.805		0.805										60'	
CR3321			0.490		0.490										50'	
CR3322			0.515		0.515										50'	
CR3323			1.735		1.735										50'	
CR3324			0.870		0.870										60'	
CR3325	0.657	0.400	0.330		1.387										40'	
CR3326			0.850		0.850										50'	
CR3327			1.015		1.015										60'	
CR3328			0.273		0.273										50'	
CR3331		0.125			0.125										50'	
PR3342		0.120			0.120										50'	
CR3343		0.300			0.300										50'	
CR3401		0.961	0.574		1.535										50'	
CR3402		0.250			0.250										50'	
CR3403	0.525	0.590	0.125		1.240										50'	
CR3404		0.730			0.730										50'	
CR3405		1.453			1.453										50'	
CR3406		1.150			1.150										50'	



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD SURFACE				STRUCTURE			AMOUNT					TANK CARS		CONCRETE BOX CULVERT		# OF BOX CULVERTS	RIGHT OF WAY WIDTH
NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY WIDTH		
CR3407		1.120			1.120										50'		
CR3408		2.425			2.425			25 X 60, 24 X 28	2						50'		
CR3409		1.868			1.868										50'		
CR3410		1.302			1.302										50'		
CR3411			0.130		0.130										60'		
CR3412		0.375			0.375										50'		
CR3413			0.575		0.575										60'		
CR3414		0.753			0.753										50'		
CR3415		0.414	0.215		0.629										60'		
CR3416			0.408		0.408										50'		
CR3417 (KATY ST. IN LONE OAK) (WAS CR3426 ON MAP - MAP WAS WRONG)			0.970		0.970										50'		
CR3418		0.100			0.100										50'		
CR3419		0.195			0.195										50'		
CR3420		0.090			0.090										50'		
PR3422		0.100			0.100										40'		
CR3430	1.313				1.313										40'		
CR3501		0.220	0.665		0.885			18 X 30	1						50'		
CR3502	0.140	0.305			0.445										40'		
CR3503 SIGNAL		0.970	2.225		3.195	16 X 30	1								60'		
CR3504 RANCHO		2.390	0.575		2.965	20 X 30 (\$20,000.00)	1	26 x 42	1	2001					60'		
CR3505			1.556		1.556			25X 30	1						60'		
CR3506		0.063	0.727		0.790										50'		
CR3507		1.005	0.510		1.515										50'		
CR3508	1.565	0.445			2.010										50'		
CR3509		0.596			0.596										50'		

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD SURFACE				STRUCTURE				RIGHT OF WAY								
NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	WIDTH
CR3510		0.350			0.350											50'
CR3511		1.105			1.105	12 X 36	1									50'
CR3512		1.030			1.030											50'
CR3513		0.555			0.555											50'
CR3514			1.025		1.025											50'
CR3515			0.975		0.975											40'
CR3516			2.775		2.775											50'
CR3517		0.523	1.787		2.310											50'
CR3518			0.165		0.165											50'
CR3519			0.865		0.865											50'
CR3520		1.295			1.295											50'
CR3521		0.400	1.778		2.178											50'
CR3522		0.415			0.415											40'
CR3523		0.480			0.480											50'
CR3524			0.370		0.370											50'
CR3525	0.150		0.315		0.465											40'
CR3526		0.260			0.260											50'
CR3528			0.185		0.185											40'
CR3529			0.243		0.243											50'
PR3533		0.270			0.270											40'
PR3534		0.192			0.192											40'
PR3535		0.090			0.090											40'
PR3536		0.112			0.112											40'
CR3552		0.100			0.100											40'
CR3601		0.330			0.330											50'
CR3602			1.890		1.890											50'
CR3603			0.502		0.502											50'
CR3604				0.300	0.300											40'
CR3605		2.257		0.307	2.564			24 X 37	1							40'



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE		STRUCTURE				CONCRETE BOX CULVERT				# OF BOX CULVERTS	RIGHT OF WAY WIDTH				
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT			YEAR	TANK CARS	# OF TANK CARS	
CR3606		0.167			0.167											40'
CR3607 BEVERLY	0.380	0.380			0.760											40'
CR3608 WHISKERS		1.165			1.165											50'
CR3609			1.021		1.021											50'
CR3610 CONTI DRIVE		0.430			0.430											50'
CR3611 CADDO LANE			0.435		0.435											50'
CR3612 HIAWATHA		0.375			0.375											40'
CR3613 NORTH SHORE			1.350	2.423	3.773			24 X 28	1					30' X 8' 6" X 36" HIGH	1	50'
CR3614		0.230			0.230											50'
CR3616			0.350		0.350											50'
CR3617			0.511		0.511											40'
CR3618		0.220			0.220											50'
CR3619		0.246			0.246											50'
CR3620			0.722		0.722											50'
CR3621			0.190		0.190											50'
CR3622				0.727	0.727									25 X 12	1	60'
CR3623			0.448		0.448											50'
CR3624 DOVE DRIVE			0.089		0.089											40'
CR3625		0.397			0.397											40'
CR3626 SHAWNEE LANE			0.465		0.465											30'
CR3627 APACHE TRAIL			0.170		0.170											40'
CR3629			0.394		0.394											50'
CR3630		0.223			0.223											40'
CR3666		0.225			0.225											40'



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE			STRUCTURE				AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY	
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES					WIDTH	
CR3675			0.787		0.787									40'	
COIT ROAD															
CR3701			1.103		1.103			24 X 26	1					40'	
CR3702		0.600	1.000		1.600									50'	
CR3703		0.370			0.370									50'	
CR3705			0.528		0.528									40'	
CR3706				3.050	3.050							42 X 11 X 3	1	50'	
CR3707				1.108	1.108									50'	
CR3708			0.148		0.148									40'	
CR3710		0.193			0.193									40'	
CR3711		0.230			0.230									40'	
CR3712		0.085			0.085									40'	
CR3713			0.431		0.431									50'	
CR3708		0.431			0.431									50'	
PR3798		0.170			0.170									40'	
PR3826		0.407			0.407									40'	
CR3830			0.225		0.225									40'	
CR3831			0.115		0.115									40'	
CR3832			0.035		0.035									30	
APACHE (COCHISE VILLAGE)			0.109		0.109									30'	
APACHE (WHITES POINT)			0.078		0.078									30'	
APACHE LANE (SHAWNEE SHORES)			0.130		0.130									40'	
APACHE TRAIL (SHAWNEE SHORES) CR3627					0.000										
ARCHER LANE (KITSEE RIDGE)		0.664			0.664									30'	

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE			STRUCTURE			CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY	
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE									WIDTH	
ARROW LANE (SHAWNEE SHORE)			0.125		0.125										30'	
ARROW ST, (KITSEE RIDGE II)		0.688	0.139		0.827										30'	
ASH LANE (CHEROKEE COVE)			0.132		0.132										50'	
BETHEL RD. CR3316					0.000											
BEVERLY CR3607					0.000											
BIG OAK DR.(SHADY OAK ADDITION)		0.084			0.084										40'	
BLACK FOOT		0.095			0.095										30'	
BLUE JAY PARKWAY		0.250			0.250										30'	
BROKEN BOW (KIOWA VILLAGE)		0.225			0.225										30'	
BROKEN BOW (KIOWA VILLAGE)		0.090			0.090										30'	
BROOK HOLLOW (HIGHLAND ACRES)																
BUFFALO (COCHISE VILLAGE)			0.152		0.152										30'	
CADDO CREEK RD.		0.100		0.570	0.670										40'	
CADDO LAKE CR3611					0.000											
CANVAS BACK DR. (MALLARD POINT)				0.362	0.362										60'	
CEDAR LANE (SHADY OAKS ESTATES)		0.094			0.094										40'	

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD SURFACE				STRUCTURE									RIGHT OF WAY			
NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	WIDTH
CHEROKEE (COCHISE VILLAGE)			0.199		0.199											40'
CHEROKEE TRAIL (SHAWNEE SHORES - W)			0.325		0.325											30'
CIRCLE VIEW DR. (ROLLING HILLS)			0.210		0.210											30'
CLEAR VIEW (ROLLING HILLS)		0.180			0.180											30'
COCHISE (KIOWA VILLAGE)		0.260			0.260											30'
COIT ROAD CR3675					0.000											
COMANCHE (COCHISE VILLAGE)			0.137		0.137											30'
COMANCHE (SHAWNEE SHORES)			0.245		0.245											30'
COMANCHE LANE (SHAWNEE SHORES - E)			0.178		0.178											30'
CONTI DRIVE CR3610					0.000											
CRAZY HORSE		0.150			0.150											30'
CREST HAVEN (ROLLING HILLS)		0.021			0.021											40'
CREST VIEW (ROLLING HILLS)			0.129		0.129											30'
DEER CREEK RD. (SAME AS DEER PARK)					0.000											40'
DEER PARK				0.448	0.448											40'
DEER DRIVE (MULBERRY COVE)		0.249	0.736		0.985											30'



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE			STRUCTURE			AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY	
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE							WIDTH	
DOVE TRAIL (CAMP CADDO ESTATES) CR3624					0.000									
EASY STREET (ROLLING HILLS)		0.027			0.027								40'	
FLINT DRIVE (RITSEE RIDGE II)		0.694			0.694								30'	
GARY STREET (CAMP CADDO ESTATES)			0.090		0.090								30'	
GERONIMO (CRAZY HORSE)			0.090		0.090								30'	
GERONIMO (KIOWA VILLAGE)		0.206			0.206								30'	
CEMETARY RD HIAWATHA		0.148			0.148								40'	
CR3612					0.000									
HIDEAWAY LANE				2.495	2.495								60'	
(HIDEAWAY ESTATES)														
HIDEAWAY PARK				3.100	3.100								60'	
(HIDESAWAY ESTATES)														
HIGH LAND DR. (ROLLING HILLS)		0.235			0.235								40'	
HILL TOP RD. (HIGHLAND ACRES)		0.124			0.124								40'	
HILLCREST		0.383			0.383								40'	
HILLSIDE DR. (ROLLING HILLS)		0.454			0.454								40'	
INDIAN TRAIL		0.286			0.286								40'	

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD				SURFACE			STRUCTURE				CONCRETE BOX CULVERT			RIGHT OF WAY	
NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	# OF BOX CULVERTS	WIDTH
LAGO VISTA (WATERS EDGE)				0.233	0.233										60'
LAKE VIEW DRIVE (ROLLING HILLS)		0.910			0.910										40'
LAKELAND LOOP (CHEROKEE COVE)			0.550		0.550										50'
LAKEVIEW CIRCLE (HIGHLAND ACRES)		0.300			0.300										50'
LEISURE LANE (ROLLING HILLS)		0.240			0.240										30'
LEWALD LANE		0.658			0.658										40'
LITTLE BIG HORN (KIOWA VILLAGE)		0.085			0.085										30'
LIVE OAK ST (CHEROKEE COVE)			0.240		0.240										50'
MALLARD DR.				0.390	0.390										60'
MAMIE CR3122					0.000										
MEADOW LAKE (ROLLING HILLS)		0.155			0.155										40'
MIKE ROAD (GREEN ACRES)		0.295			0.295										40'
MOCKING BIRD RD (MULBERRY COVE)		0.220			0.220										40'
MEADOW LARK LANE (MULBERRY COVE)		0.711			0.711										30'

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE			STRUCTURE				AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY	
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES					WIDTH	
MORNING STAR (KIOWA VILLAGE)		0.075			0.075									30'	
NAVAJO (COCHISE VILLAGE)			0.600		0.600									30'	
NAVAJO (WHITE POINT)			0.109		0.109									40'	
NAVAJO (KIOWA VILLAGE)		0.039			0.039									30'	
NAVAJO LANE (SHAWNEE SHORES)			0.295		0.295									40'	
NORTH SHORE ROAD CR3613					0.000										
OLD MILL ROAD CR3115					0.000										
OLE WAGON ROAD (SHADY OAKS ADDITION)		0.808			0.808									50'	
PEACOCK PATH (MULBERRY COVE)		0.142			0.142									30'	
PECAN CIRCLE (HOLIDAY HILLS)			0.145		0.145									30'	
PECAN DRIVE (ROLLING HILLS)		0.055			0.055									30'	
PUEBLO (KIOWA VILLAGE)		0.190			0.190									30'	
RANCH DRIVE (CAMP CADDO ESTATES)			0.075		0.075									40'	
RANCHO ROAD CR3504					0.000										



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD SURFACE				STRUCTURE									RIGHT OF WAY			
NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	WIDTH
RANCHWOOD CIRCLE (RANCHWOOD ESTATES)			0.096		0.096											60'
RANCHWOOD DRIVE (RANCHWOOD ESTATES)			0.674		0.674											60'
CHERRY LANE (HOLIDAY HILLS)			0.105		0.105											30'
ELMWOOD (RANCHWOOD ESTATES)			0.266		0.266											60'
RED BIRD WALK (MULBERRY COVE)		0.190			0.190											30'
RED BUD TRAIL (CHEROKEE - CHEROKEE COVE)			0.310		0.310											50'
RED CLOUD (CRAZY HORSE)		0.085			0.085											40'
RIDGECREST (ROLLING HILLS)		0.180			0.180											40'
ROBIN LANE (CAMP CADDO)			0.075		0.075											40'
RUNNING BEAR (CRAZY HORSE)		0.150			0.150											30'
RUNNING BEAR TRAIL (KIOWA VILLAGE)		0.202			0.202											30'
SABINE DRIVE (NORTH SHORE II) (ASHPHALT)				0.322	0.322											50'

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD SURFACE				STRUCTURE								RIGHT OF WAY				
COUNTY ROAD NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	WIDTH
SCENIC DRIVE (ROLLING HILLS)		0.300	0.265		0.565											40'
SEMINOLE TRAIL (SHAWNEE SHORES)			0.085		0.085											30'
SHADOW LANE (HIGHLAND ACRES)		0.200			0.200											40'
SHAWNEE LANE (SHAWNEE SHORES - E)					0.000											
SHERRY ST. (CAMP CADDO)			0.100		0.100											40'
SHORELINE DRIVE (ROLLING HILLS)		1.151	0.440		1.591											
SIGNAL ROAD CR3503					0.000											
SIoux (KIOWA VILLAGE)		0.020			0.020											30'
SITTING BULL (CRAZY HORSE)		0.257			0.257											30'
SUNDOWN ROAD (SUNDOWN ESTATES)			0.416		0.416											50'
TAMMI TRAIL (CAMP CADDO)			0.080		0.080											30'
THUNDER POINT (ROLLING HILLS)		0.085			0.085											40'
TOMAHAWK (KIOWA VILLAGE)		0.205			0.205											30'

ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD SURFACE					STRUCTURE										RIGHT OF WAY	
NUMBER	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE	# OF STEEL BRIDGES	CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	WIDTH
SCENIC DRIVE (ROLLING HILLS)		0.300	0.265		0.565											40'
SEMINOLE TRAIL (SHAWNEE SHORES)			0.085		0.085											30'
SHADOW LANE (HIGHLAND ACRES)		0.200			0.200											40'
SHAWNEE LANE (SHAWNEE SHORES - E)					0.000											
CR3626 SHERRY ST. (CAMP CADDO)			0.100		0.100											
SHORELINE DRIVE (ROLLING HILLS)		1.151	0.440		1.591											40'
SIGNAL ROAD CR3503					0.000											
SIoux (KIOWA VILLAGE)		0.020			0.020											30'
SITTING BULL (CRAZY HORSE)		0.257			0.257											30'
SUNDOWN ROAD (SUNDOWN ESTATES)			0.416		0.416											50'
TAMMI TRAIL (CAMP CADDO THUNDER POINT)		0.085			0.085											40'
HILLS TOMAHAWK (KIOWA VILLAGE)		0.205			0.205											30'



ROAD AND BRIDGE PRECINCT # 3

COUNTY ROAD NUMBER	SURFACE			STRUCTURE			CONCRETE BRIDGE	# OF CONCRETE BRIDGES	AMOUNT	YEAR	TANK CARS	# OF TANK CARS	CONCRETE BOX CULVERT	# OF BOX CULVERTS	RIGHT OF WAY	
	DIRT	ROCK	OIL SAND	SEAL COAT	TOTAL MILES	STEEL BRIDGE									WIDTH	
VALLEYVIEW DRIVE (ROLLING HILLS)		0.385			0.385										30'	
WALNUT DR. (SHADY OAKS ESTATES)		0.078			0.078										50'	
WATERS EDGE				0.495	0.495										60'	
WEST END LANE (OASIS)		0.185			0.185										30'	
WHISKERS ROAD CR3608					0.000											
WHITE DOVE (KIOWA VILLAGE)		0.075			0.075										30'	
WINDING LANE		0.010	1.005		1.015										40'	
TOTAL	39.828	100.646	99.340	16.330	256.144			26				1		5		

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89653

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**INTERLOCAL AGREEMENT  
BETWEEN COUNTY OF TARRANT AND HUNT COUNTY, TEXAS**

This agreement is made this 16th day of January 2003, between the County of Tarrant, Texas and Hunt County, Texas.

**FILED FOR RECORD**  
at 10:15 o'clock  
**MAR 13 2003**  
By County Clerk, Hunt County, Tex.  
LINDA BROOKS

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract;

**I.**

Hunt County, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to Tarrant County. Upon receipt of request, Tarrant County will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), Tarrant County will forward a copy of the letter and appropriate Annual Contract to the requesting entity. Hunt County agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

**II.**



Hunt County agrees that all specifications for selected items shall be as determined by Tarrant County.

III.

Hunt County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill Hunt County directly for all items purchased, and Hunt County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Marilyn L. Jacobs, Director of Personnel and Loss Control, is hereby designated as the official representative to act for Hunt County in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY

HUNT COUNTY

BY Tom Undergall  
 TITLE County Judge  
 DATE 2/25/03

BY Jan D. Ballitt  
 TITLE County Judge  
 DATE 02-10-03

#18647

## RESOLUTION

FILED FOR RECORD  
at 10:05 o'clock A M

MAR 13 2003

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By [Signature]STATE OF TEXAS  
COUNTY OF HUNTTO: State of Texas  
Tarrant County

WHEREAS, the County of Hunt, Texas pursuant to the authority granted by VTCA Government code Chapter 791, desires to participate in described cooperative purchasing program for purchases from the County of Tarrant, and

WHEREAS, the Commissioner's Court is in the opinion that participation in this contract will be highly beneficial to the taxpayers of this County, through the anticipated savings to be realized; now, therefore, be it

RESOLVED, that the Commissioner's Court of Hunt County, Texas does request that Tarrant County include Hunt County on this annual contract in connection therewith for an on behalf of Hunt County, Texas.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by the Commissioner's Court of Hunt County, Texas on the 10<sup>th</sup> day of February 2003, and that the same now appears of record in my office.

In witness thereof, I have hereunto set my hand and affixed my official seal this 10<sup>th</sup> day of February 2003.

By: [Signature]  
Joe Bobbitt  
County Judge

[Signature]  
Commissioner Kenneth Thornton  
Precinct 1

[Signature]  
Commissioner Phillip Martin  
Precinct 3

Hunt County, Texas

[Signature]  
Linda Brooks  
County Clerk

[Signature]  
Commissioner Ralph Green  
Precinct 2

[Signature]  
Commissioner Jim Latham  
Precinct 4



# 8648

FILED FOR RECORD

at 11:45 o'clock A M

FEB 10 2003

OFFICE LEASE AGREEMENT  
TERMS AND DEFINITIONS

LINDA BROOKS  
County Clerk, Hunt County, Tex.  
By [Signature]

Date: 11 February, 2003

Landlord: City of Greenville, Texas

Landlord's Address: 2821 Washington Street  
Greenville, Texas 75401

Tenant: Hunt County, Texas

Premises: Referred to as First Floor, in the Building. The plan of the Building shall be attached as Exhibit "A," with the location shown thereon. The net rentable area (not usable) is agreed to be 7720 square feet.

Name of Building: Greenville Exchange Bank Building  
Street Address: 2500 Stonewall Street  
Greenville, Texas 75401

Base Rent (payable monthly): \$14.00 per annum per rentable square foot - \$9006.67 per month

Term: 120 months

Escalation Clause: On each annual anniversary date of the lease, the total monthly cost of the resulting contract may be adjusted by changes in the Consumer Price Index reflecting percentage increases. However, the maximum amount of any annual increase shall be limited to 2%. The Lessor must request by letter to the Lessee any increase in rent no later than thirty (30) days from the anniversary date.

The formula for determining the amount of the escalation allowable in any given contract year shall be:

Base Factor X Percent Escalation Allowable = Amount of Escalation Allowed: Maximum 2% per year

The new monthly rental would be the monthly rental in effect for the previous year of the contract increased by the "Amount of Escalation Allowed."

Percent Escalation Allowable will be based on a percent change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, U.S. City average) published by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Percent changes shall be rounded to the nearest one tenth of one percent.

For Illustrative Purposes Only:  
January, 1999 = 312.6  
January, 2000 = 324.3 (represents 3.7% increase) (Maximum allowed in this Example 2%)

Base Factor: One Hundred Percent (100%) of the monthly cost of the lease will be the base factor used to calculate the escalation.

Example:

If the total cost per month for the subject space is \$8,000.00 the base factor would be \$8,000.00 (100% of \$8,000.00). Base Factor being \$8,000.00 and the escalation is 3.7% but the maximum

allowable escalation is 2%, then the amount of the escalation is \$296 ( $\$8,000.00 \times 3.7\% = \$296$ ) but the escalation allowed is capped at \$180.13 and the new monthly rental for the new year of the contract would be \$8,180.13.

The first escalation would be 2004, based upon the percent change in the CPI from 2003 to 2004. Each succeeding year, the same procedure as outlined above will be used.

The parties agree that this CPI Escalation Clause because Lessor has not agreed to pay for all utilities.

**Commencement Date:** The date Landlord certifies in writing that the construction is substantially complete and that Tenant may occupy the Premises. This date is estimated to be February 1, 2003.

**Rental Beginning Date:** Commencement Date, but not sooner than January 31, 2003.

**Termination Date:** January 31, 2012, or 120 Months from the Commencement Date, whichever is earlier.

**Use:** To be used as office space, for the purposes described in paragraph E 20.

**Amount of Liability Insurance:**

Death/Bodily Injury: One Million Dollars (1,000,000.00)

Property: N/A

**Guarantors:** None.

**Tenant's Pro Rata Share for Purposes of Calculating Insurance, Maintenance of Common Areas and Taxes:** NA%

**Utilities:** Landlord shall provide and pay for all utilities at its expense, including electricity, gas and water. Landlord may at its expense provide separate metering for such utilities as it deems convenient, at Landlord's sole expense. However, air conditioning and heating for electronic data processing or other specialized equipment required by Tenant shall be separately metered at Tenant's sole expense and shall be paid for by Tenant directly to the electric supplier.

**"Base Rent"** means the monthly amount of rent payable by Tenant, which is \$9006.67, and subject to the CPI Escalation Clause.

**"Rent"** means the base rent plus any other sums of money due Landlord by Tenant.

**"Landlord"** means Landlord and its agents, employees, invitees, licensees or visitors.

**"Tenant"** means Tenant and its agents, employees, invitees, licensees or visitors.

**"Essential Services"** means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.



**“Common Areas”** means all facilities and areas of the building and property that are intended and designed by Landlord from time to time for the common, general, and nonexclusive use of all tenants of the building, including Landlord. Landlord shall have the exclusive control over and right to manage the common areas.

**“Operating Expenses”** means all expenses that Landlord shall reasonably pay in connection with the ownership, operation, and maintenance of the Building, except principal and interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expense for which Tenant is required to reimburse Landlord.

**“Sale”** means all transfers of ownership of the Premises whether such transfer is for money or otherwise.

## LEASE CLAUSES AND COVENANTS

### A. Tenant agrees to --

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Accept the premises **“as is”**, the premises being suitable for Tenant’s intended use, after Tenant has had the opportunity to inspect the Premises to determine its suitability for Tenant’s intended use and upon certification of substantial completion. Tenant has the right to insist upon completion of items identified to Landlord’s contractor renovating the Premises for completion of said renovation (the “punch list”).
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations, if any, adopted by Landlord.
4. Pay monthly, in advance, on the 1<sup>st</sup> day of the month, the rent to Landlord at Landlord’s address as applicable.
5. Pay for all utility services used by Tenant for air conditioning and heating for electronic data processing or other specialized equipment required by Tenant which has been separately metered, either directly to the applicable utility or if provided by Landlord, as herein provided.
6. Allow Landlord to enter the premises to perform Landlord’s obligations, inspect the premises, and show the premises to prospective purchasers or tenants upon prior reasonable notice from Landlord to Tenant.
7. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
8. Repair any damage to the premises, if any, caused by Tenant.
9. Submit in writing to Landlord any request for repairs, replacements, and maintenance that are the obligations of Landlord.
10. Maintain public liability insurance for the premises and the conduct of Tenant’s business, naming Landlord as an additional insured, in the amounts stated in the basic lease terms and definitions.
11. Maintain insurance on Tenant’s personal property.
12. Deliver certificates of insurance to Landlord before the commencement date and thereafter when requested.
13. Vacate the premises and return all keys to the premises on termination of this Lease.

14. On request, provided such is true and correct, execute an estoppel certificate that states the commencement and termination dates of the lease, identifies any amendments to the Lease, describes any rights to extend the lease term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

**B. Tenant agrees not to --**

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.
2. (a) Create a nuisance or (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.
3. Change Landlord's lock system.
4. Alter the premises without Landlord's written consent, which shall not be unreasonably withheld or delayed. Landlord hereby expressly authorizes Tenant to construct offices in their space for which they are paying rental as designated in Exhibit A.
5. Allow a lien to be placed on the premises.
6. Assign this lease, or sublease any portion of the premises, without Landlord's prior written consent, which consent will not be unreasonably withheld and by executing this Office Lease Agreement Landlord specifically authorizes Tenant to sublease a portion of the Premises to Tenant's tax collection firm.

**C. Landlord agrees to --**

1. Lease to Tenant the premises for the entire term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building, and the parking facility.
3. Provide normal utility-service connections to the building.
4. Repair, replace and maintain the (a) roof, (b) foundation, (c) parking facility and common areas, (d) structural soundness of the exterior walls, doors, corridors, and windows, and (e) other structures or equipment serving the premises. Specifically, Landlord shall be responsible to bring the heating and air conditioning system and plumbing into good working condition and order, and Landlord shall be responsible for the maintenance and repair of the heating and air conditioning system and plumbing servicing the leased premises.
5. Insure the leased space against all risks of direct physical loss in an amount equal to at least 90 percent (90%) of the full replacement cost of the same as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy. *(what about lighting)*
6. Provide the following services at no additional cost to Tenant: (a) air conditioning, heating and plumbing to the premises reasonable for Tenant's use (excluding of air-conditioning or heating for electronic data processing or other specialized equipment) during building operating hours which are Monday-Friday, 7:00 a.m. to 7:00 p.m. and on Saturday, 8:00 a.m. to 1:00 p.m. and at such other times at such additional cost as Landlord and Tenant may agree on; (b) hot and cold water for lavatory and drinking purposes; (c) electric service for normal office machines and building's standard lighting reasonable for Tenant's use; and (d) electric service for fluorescent lights in building's standard light fixtures on the premises. Further, Landlord will provide lighting in common areas as an operating expense.



7. Secure the Premises after normal work hours to prevent incursions into the offices of Tenant.
8. Provide and pay for all janitorial services necessary for the normal operation of the Premises, including garbage collection and other fees associated therewith.

**D. Landlord agrees not to --**

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

**E. Landlord and Tenant agree to the following:**

1. **Alterations.** Any physical additions or improvements to the premises made by Tenant will become the property of the Landlord. Landlord may require that Tenant, at termination of the Lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted. Landlord will notify Tenant in writing at the time of Tenant's request for approval, whether or not an approved improvement or addition will be required to be removed at termination of the lease.

2. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason unless the premises are rendered untenable due to Landlord's failure to provide services such as electricity, water, plumbing or HVAC for a period of (5) five consecutive business days at which time rent will be abated for the period of time the premises remain untenable including the initial (5) five business days.

3. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, the parking facility, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

4. **Notice of Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

5. **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety (90) days Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety (90) days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this Lease by written notice to Landlord; (b) if the premises cannot be restored within ninety (90) days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this Lease by notifying Landlord within ten (10) days. If Tenant does not terminate this Lease, it shall continue and Landlord shall restore the premises as provided in (a) above; (c) to the extent the premises are untenable after the casualty and the damage was not caused by Tenant, the rent will be adjusted or abated as may be fair and reasonable.

6. **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this Lease because of condemnation or purchase in lieu of condemnation, this Lease will terminate; (b) if there is a condemnation or purchase in lieu of condemnation and this Lease is not terminated, Landlord will, at Landlord's expenses, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable; (c) tenant will have no claim to the condemnation award or proceeds in lieu of condemnation, unless an award is made directly to Tenant.

7. **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this Lease within fifteen (15) days after written notice or (b) failing to provide essential services, if required, to Tenant within five (5) days after written notice.

8. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service if required, for fifteen (15) days after default, terminate this Lease.

9. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating the premises; or (c) failing to comply within 15 days after written notice with any provision of this Lease.

10. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) enter and take possession of the premises, after which Landlord may relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any reasonable expenditures made in order to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this Lease by written notice and sue for damages. After an event of default, Landlord may enter and take possession of the premises by self-help, including changing the locks; however, Landlord may not damage or convey any personal property left on Premises without thirty (30) days written notice to Tenant and opportunity for Tenant to remove such personal property which remains on the Premises.

11. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

12. **Holdover.** If Tenant does not vacate the premises following termination of this Lease, Tenant shall be a tenant at will and shall vacate the premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

13. **Attorney's Fees.** If either party retains an attorney to enforce this Lease, the prevailing party is entitled to recover reasonable attorney's fees.

14. **Venue.** Venue is in Hunt County, Texas, where the premises are located.

15. **Entire Agreement.** This Lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this Lease or to the expressly mentioned exhibits and riders not incorporated in writing in this Lease.

16. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

17. **Limitation of Warranties.** THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

18. **Notices.** Any notice required by this Lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

19. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises for more than ten (10) days after the end of the term.

20. **Use of Premises.** Tenant shall use the premises for offices and customer service, and may sublease such portions of the premises as herein allowed.

21. **Effective Date.** Prior to the effective date, Tenant may have prior access to the premises at no cost to perform minor Tenant improvements and install furniture and telephone systems provided this Lease Agreement is fully executed by both parties.

22. **Improvement Allowance.** (a) Landlord will provide its premises in its "As-Is" condition as set forth above; and (b) Tenant shall bear the entire cost of performing any Tenant improvements.

23. **Renewal Option.** (a) Tenant shall have the right to renew this Lease under the same terms and conditions (except without an additional renewal option during the renewal term) for a period of ten (10) additional years at the market rental rate at that time, but not less than the rental rate applicable during the last year of the original term, provided Tenant gives Landlord ninety (90) days advance written notice. This option shall not be applicable at any time when there is an uncured event of default under the Lease, and the renewal option shall terminate upon the earlier termination of this Lease for any reason.

24. **Signage.** Signage will be subject to mutually agreeable specifications, as well as to all city and municipal codes and ordinances. Tenant shall be entitled to place its sign on the building, provided it does not damage the building and otherwise comply as is set forth above.

25. **Force Majeure.** In the event performance by Landlord of any term, condition or covenant in this Lease is delayed or prevented by any Act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, terrorism, flood, or any other cause not within the control of Landlord, the period for performance of such term, condition or covenant shall be extended for a period equal to the period Landlord is so delayed or hindered.

#### F: SPECIAL PROVISIONS:

1. **Event of Sale.** In the event Landlord sells the building during the term of this Lease, such sale shall be subject to the terms of this Lease Agreement, and any purchaser shall be bound by the terms hereof.

2. **Notice of Sale.** Landlord will give Tenant immediate written notice of any sale; after the execution of a Contract of Sale between the Buyer and Seller/Landlord.

3. **Limitation of Landlord's Liability.** Whether or not a sale of the Building occurs, Landlord's liability shall be limited to its interest in the Building. Landlord shall not be liable for consequential or special damages. After a sale of the Building, Tenant's claims shall be exclusively against the new owner of the Building. Landlord shall not be responsible for damage to or for any loss of personal property of the Tenant, or Tenant's employees or invitees.



# LEASE SIGNATURE PAGE

We hereby acknowledge and agree to the terms of the Lease dated the 11 day of February, 2003, by and between City of Greenville, Landlord, and Tenant, Hunt County, Texas said Lease containing Pages 1 through 9, including this Lease Signature Page and Exhibit "A."

EXECUTED on this 11 day of March ~~February~~, 2003.

LANDLORD:

By:   
Its authorized representative

Landlord's Address:

TENANT:

By:   
Its authorized representative

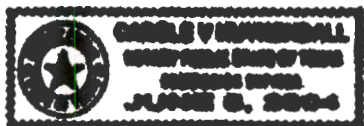
Tenant's Address:

## ACKNOWLEDGMENTS

STATE OF TEXAS     §  
                               §  
 COUNTY OF HUNT     §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_,  
Byron Chitwood, known to me to be the person and officer whose name is  
 subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and  
 consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal on this 11 day of March ~~February~~, 03.

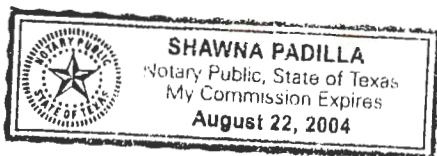


Carlos V. Kuykendall  
 Notary Public, State of Texas

STATE OF TEXAS     §  
                               §  
 COUNTY OF HUNT     §

BEFORE ME, the undersigned Notary Public, on this day personally appeared SoeBobbitt  
Hunt County Judge, known to me to be the person and officer whose name is  
 subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and  
 consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal on this 10 day of February, 2003.



Shawna Padilla  
 Notary Public, State of Texas

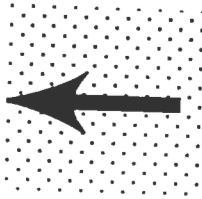
**LEASE SIGNATURE PAGE**

We hereby acknowledge and agree to the terms of the Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between City of Greenville, Landlord, and Tenant, \_\_\_\_\_ said Lease containing Pages \_\_\_\_\_ through \_\_\_\_\_, including this Lease Signature Page and Exhibit "A."

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

LANDLORD:

By: \_\_\_\_\_  
Its authorized representative



Landlord's Address:

TENANT:

By: Joe A. Bullitt  
Its authorized representative

Tenant's Address:



ACKNOWLEDGMENTS

STATE OF TEXAS     §  
                                  §  
COUNTY OF HUNT   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_, known to me to be the person and officer whose name is  
subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and  
consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

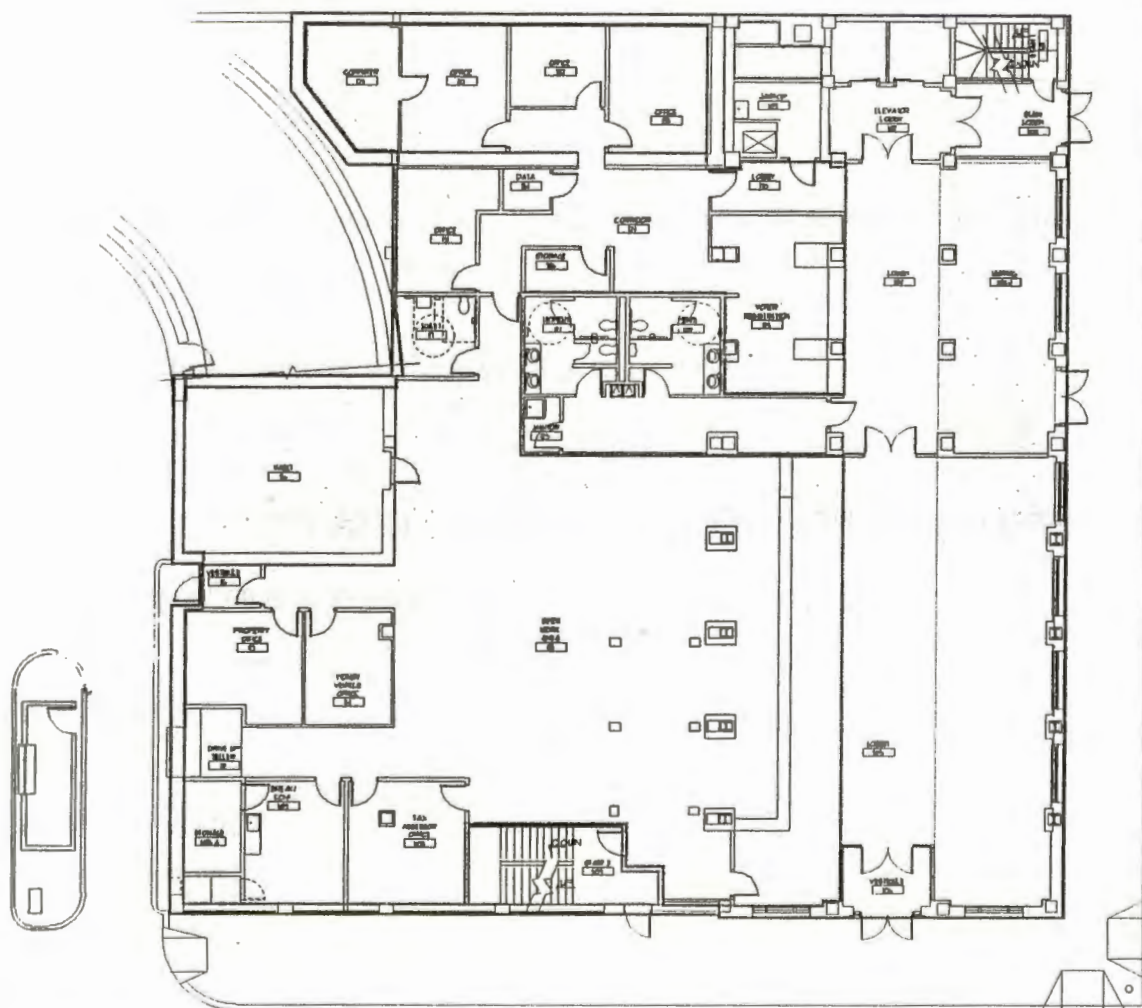
STATE OF TEXAS     §  
                                  §  
COUNTY OF HUNT   §

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_,  
\_\_\_\_\_, known to me to be the person and officer whose name is  
subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and  
consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

## First Floor

*Exhibit A.*

- ☐ Hunt County Rentable Area
- ☐ Common Area
- ☐ Non Rentable Area
- ☐ Gross Square Footage

Revised : January 22, 2003

## Square Footage Calculations