

COMMISSIONERS COURT  
REGULAR SESSION  
*December 28, 2004*

The Hunt County Commissioners Court met this day at 10:00A.M. with all Commissioners present with Judge Joe Bobbitt presiding. Minutes of the previous meeting were approved as submitted with change added to #9299.

NEW BUSINESS:

**9308** On the motion by Ralph Green, second by Jim Latham, the Court approved an Interlocal Agreement between Hunt County Constable Pct 2 and Texas A&M University on the purchasing of fuel on a 30-day account at 10 cents over rack price – agreement to be signed after January 1, 2005. Action taken by Court to ratify agreement already in use. *See Attachment.*

**9309** On the motion by Phillip Martin, second by Latham, the Court approved Tax Abatement Agreement and Designate Reinvestment Zone for Per Se' Technologies which will add approximately 100 jobs. Abatement effective January 1, 2005. Item has already gone before the review Committee and before the City of Greenville. *See Attachment.*

— 'Discuss and possibly approve final plat for Shields Farm Estates in Pct 1:

Commissioner Thornton advised the Court of problems with verbage concerning septic system and water supply.

**9310** On the motion by Martin, second by Thornton, the Court approved selection of Commissioners Latham and Green to serve on the Committee to start process of locating replacement for Veterans Service Officer Charles Engle. The Court agreed to go through the regular application process.

**9311** On the motion by Green, second by Martin, the Court approved amendment to FY 2004/2005 County Budget for the sale of Motorgrader in Pct 4 to D.L. Lennon and the purchase of a new Motorgrader.

ADDENDUM:

**9312** On the motion by Martin, second by Latham, the Court approved bid received for Inter-Operability Communications Radio Equipment from Motorola for \$79,290.00 to be paid through grant funding request upgrade through Homeland Security Funds. This portable equipment will be stored in the Hasmat trailer to be used for disaster and hostage

situations. This new computerized interface system will connect separate radio frequencies together. Bid on file in Personnel Office.

**9313** On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

**9314** On the motion by Green, second by Martin, the Court approved line-item budget transfers.

PERSONNEL AND PAYROLL:

0311 <u>COMMISSIONER PCT 2:</u>	Change Jimmy Regan from part time to full time Pct Worker at \$23,920.00 per year, effective 1-1-05.
<u>COMMISSIONER PCT 3:</u>	Add Ernest Jenkins as full time Equipment Operator at \$24,960.00, effective 1-1-05.
<u>CONSTABLE PCT 2:</u>	Add Robert Wayne 'Doc' Pierce as Constable Pct 2 at \$28,733.12 per year, effective 1-1-05.
0310 <u>ENVIRONMENTAL ENFORCEMENT:</u>	Add Richard Hill as Full Time Environmental Enforcement Officer at \$31,500.00 per year, effective 12-28-04.  Change Henry Wilkerson Environmental Enforcement Officer from \$28,800.00 to \$30,500.00 per year, effective 1-1-05.
<u>JUVENILE PROBATION:</u>	Change Tina Jobe Clerical Detention Officer to \$23,000.00 annually, effective 12-30-04.  Change Machia Jenkins to Detention Supervisor at \$26,000.00 annually, effective 12-20-04. Ms. Jenkins will receive the \$50 a month phone allocation.
0308 <u>SHERIFF DEPARTMENT:</u>	Remove Cherly Gover as Hunt County Deputy Sheriff due to Commission expiration, effective 12-31-04.  Change Jeffrey Wayne Haines Dispatcher to Deputy at \$29,800.00 annually, effective 12-30-04. Evaluation on file.  Change Sandra K Bell Deputy Sheriff at \$29,800.99 per year, effective 12-8-04.  Change Tommy Johnson from part time to full time Cook at \$21,535.24, effective 12-20-04.  Add Kathleen William as full time Jailer at \$22,941.00 per year, effective 12-13-04.  Add Richard Law as full time Jailer at \$22,941.00 per year, effective 12-8-04.  Add Steven King as full time Jailer at \$22,941.00 per year, effective 12-13-04.


	<p>Add Jonnie Harper as full time Jailer at \$22,941.00 per year, effective 12-13-04.</p> <p>Add Dorinda Gluck as full time Jailer at \$22,941.00 per year, effective 12-13-04.</p> <p>Add Ronald Mack Andrews as full time Jailer at \$22,941.00 per year, effective 12-13-04.</p> <p>Remove Kasie L Cooper, she worked one day and did not return, effective 12-30-04.</p>
<p><u>TAX ASSESSOR-COLLECTOR:</u></p>	<p>Terminate Chevi Forsyth, effective 12-03-04.</p>

**9315** On the motion by Martin, second by Latham, the Court approved personnel and payroll changes.

\_\_\_\_\_ Court Adjourned at 10:30A.M. Minutes approved this 10 day of  
January, 2005.

  
Joe D. Balfitt  
Hunt County Judge

Attest:



Hunt County Clerk



# 9308  
**FILED FOR RECORD**  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M  
**TEXAS A&M UNIVERSITY-COMMERCE**  
**FUEL PROVIDER AGREEMENT** DEC 28 2004

This agreement is made this 1 day of JANUARY 2005, between the Hunt County Texas ("County") and Texas A&M University-Commerce, a member of the Texas A&M University System, an agency of the State of Texas, located at Commerce, Texas.

LINDA BLOOM  
 County Clerk  
 By [Signature]

Pct 2

CONSTABLE

### RECITALS

It is the agreement of the parties that Texas A&M University-Commerce will provide fuel refilling access – gasoline and Compressed Natural Gas (CNG) – to Hunt County from the Texas A&M University-Commerce Fleet Service Center pursuant to the following terms and conditions:

### 1. TERM

- 1.1 The respective duties and obligations of the parties hereto shall be for a period of one year, beginning on January 1, 2005, and terminating on December 31, 2005. Either party can terminate the contract without cause by giving 30 days written notice to the other party.

### 2. SERVICE

- 2.1 Texas A&M University-Commerce will give Hunt County personnel 24 hour self-service access to the Texas A&M University-Commerce Fleet Service Center to provide County vehicles with gasoline and CNG. County employees will not exercise this right of access until they have operating instructions from Texas A&M University-Commerce personnel.
- 2.2 ~~The County will deposit with Texas A&M University-Commerce initially a sum of \$500.00 from which charges for fuel will be made. The County will replenish this account monthly upon receipt of a statement from the Texas A&M University-Commerce Fleet Service Manager.~~
- 2.3 Texas A&M University-Commerce will bill the County as follows:
- Gasoline will be billed at a rate equal to the University fuel cost plus a facility charge not to exceed ten cents (\$ .10) per gallon (\$ \_\_\_\_\_ per gallon at time of execution of this contract).
  - CNG will be billed at a rate equal to Texas A&M University-Commerce's cost of energy (natural gas plus electricity used for compression) plus a facility charge not to exceed twenty cents (\$ .20) per gallon (\$ \_\_\_\_\_ per gallon at the time of the execution of this contract).
- 2.4 Texas A&M University-Commerce will provide the County with monthly detailed reports by vehicle and operator.

### 3. DISPUTE RESOLUTION

- 3.1 The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Texas A&M University-Commerce and the County to attempt to resolve any claim for breach of contract made by the University.

A County's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the County shall submit written notice, as required by subchapter B, to Mr. Bert A. White, Director of Purchasing and Contract Administration. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas A&M University-Commerce and the County otherwise entitled to notice under the parties' contract. Compliance by the County with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the County's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University-Commerce if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M University-Commerce nor any other conduct of any representative of Texas A&M University-Commerce relating to the contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of the County's claim is governed by the published rules adopted by Texas A&M University-Commerce pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the County, in whole or in part.

The designated individual responsible on behalf of Texas A&M University-Commerce for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be:

Mr. Bert A. White, Director  
Purchasing and Contract Administration  
Texas A&M University-Commerce  
P.O. Box 3011  
Commerce, TX 75429-3011

## 4. REMEDIES

- 4.1 If any action at law or equity is necessary to enforce or interpret the terms of the agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which he may be entitled.

## 5. TEXAS LAW TO APPLY

- 5.1 This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.

## 6. PARTIES BOUND

- 6.1 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this agreement.

## 7. LEGAL CONSTRUCTION

- 7.1 In case any of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein.

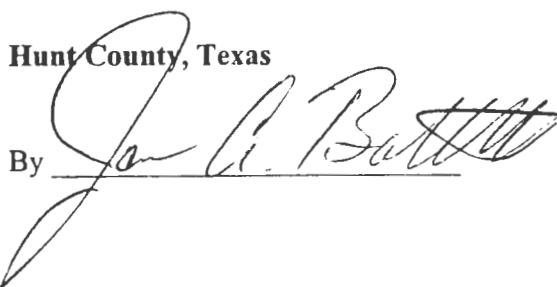
## 8. PRIOR AGREEMENTS SUPERSEDED

- 8.1 This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Executed at Commerce, Hunt County, Texas on the 1 day of January 2006.

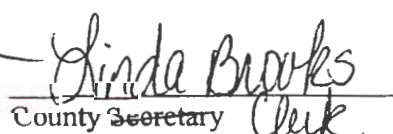
Hunt County, Texas

By

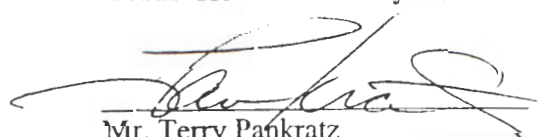


Texas A&M University-Commerce

Attest:

  
County Secretary Clerk

By: Jan Lewis, Deputy

  
Mr. Terry Pankratz

Vice President for Business and Administration

# 9309

FILED FOR RECORD  
at 1:10 o'clock P M

DEC 28 2004

## TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS §  
COUNTY OF HUNT §

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

This Tax Abatement Agreement (hereinafter referred to as the ("Agreement")) is made and entered into by and between the City of Greenville, Texas ("Governmental Unit") and Evergreen Real Estate, L.L.C. ("Owner") the owner of taxable real property in the City of Greenville and Hunt County, Texas ("Property").

WHEREAS, the City of Greenville, Texas has designated certain property as a Reinvestment Zone within it's city limits and located at the Greenville Business Air Park; and

WHEREAS, Owner is the owner of certain real property located within the Greenville Business Air Park; and

WHEREAS, Owner intends to construct a facility on such property; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained:

## I. AUTHORIZATION

This agreement is authorized by the Texas Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312, as amended ("Act"), and is subject to the laws of the State of Texas and the charter, ordinances, and orders of the Governmental Unit.

## II. DEFINITIONS

As used in this agreement, the following terms shall have the meanings set forth below:

1. "Abatement" means the full or partial exemption from ad valorem taxes of the Improvements on certain property in a zone designated for economic development purposes pursuant to the Act.
2. "Added Value" means the increase in the assessed value of the Eligible Property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility". It does not mean or include "deferred maintenance".
3. "Base Year Value" means the assessed value of the eligible property as certified by the Hunt County Appraisal District on January 1, 2004 preceding the execution of the Agreement plus the agreed upon value of Improvements made after January 1, 2004, but before the execution of this Agreement.

4. "Eligible Property" means the abatement may be extended to the value of buildings, structures, fixed machinery and equipment, and site improvements, installed, constructed, or added between January 1, 2005 and January 1, 2006, plus that office space and related fixed improvements necessary to the operation and administration of the facility.
5. "Facility" means a Basic Manufacturing Facility, Petrochemical Facility, Regional Distribution Facility, or other Authorized Facility approved by the Governmental Unit(s) as set forth in the Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit(s).
6. "Improvements" means the buildings or portions thereof and other improvements used for commercial or industrial purposes on the Property.
7. "Ineligible Property" means the following types of property shall be fully taxable and ineligible for abatement: Land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; retail facilities deferred maintenance; investments; property to be rented or leased, except as provided; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.
8. "Community Entities" means the Greenville Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and any other similar organization within the City of Greenville, Texas which extends to Owner one or more incentives pursuant to this or other agreements.
9. "Completion Agreement" means the Agreement by and between Greenville Economic Development Corporation, the Board of Development of the City of Greenville, Texas, and PST Services, Inc., containing agreements with respect to the Property and the Facility.

The Guidelines and Criteria for Granting Tax Abatement adopted by the Governmental Unit are incorporated as a part of this Agreement. Except as the same may be modified herein, all definitions set forth therein are applicable to this Agreement.

### III. PROPERTY

The property is an area within Greenville, Hunt County, Texas located in whole or part within the jurisdiction of the Governmental Unit as more fully described in Exhibit "A" attached hereto and made a part hereof. Said property is located within an authorized zone for tax



abatement. Established pursuant to Chapter 312 of the Texas Tax Code, as amended, by the Greenville City Council on December 14, 2004

The Hunt County Appraisal District has established the following value for the Property, including improvements thereon, as of the January 1, 2004 valuation date prior to the date of execution of this Agreement and which is the last valuation record known by the parties.

Land and Improvements: To be determined

The Parties incorporate such value into this Agreement but agree to adjust such value as may be necessary upon adoption of the tax rolls for January 1, 2005. This is the Base Year Value.

The Governmental Unit and the Owner agree that the approximate value of any additions to the Property made after January 1, 2005 and for which abatement is sought and not otherwise reflected on the above valuation Property is \$ 2,734,000.00 and are referred to as "Eligible Property".

#### **IV. TERM OF ABATEMENT AND AGREEMENT**

The Governmental Unit agrees to abate the ad valorem taxes on the Eligible Property in accordance with the terms and conditions of this agreement. The Abatement shall be effective with the January 1 valuation date effective January 1, 2005. The Abatement shall continue for seven (7) years, expiring as of December 31 of the 2011 tax year. The years of Abatement provided herein shall in each instance coincide with the tax year commencing on January 1 and expiring on December 31, and in no event shall the Abatement extend beyond December 31 of the seventh (7<sup>th</sup>) tax year unless extended by agreement in compliance with local and state law.

The terms and conditions of this Agreement shall continue for the period of Abatement. All covenants and representations of the Owner herein shall continue throughout the term of this Agreement, and any defaults shall be subject to the recapture provisions provided in Part VII herein.

#### **V. TAXABILITY**

During the period that the Abatement is effective, taxes shall be payable as follows:

- (1) The value of the land comprising the Property shall be fully taxable;
- (2) The value of Ineligible Property shall be fully taxable;
- (3) The Base Year Value of existing Improvements comprising the Property shall be fully taxable;
- (4) The value of the personal property comprising the Property shall be fully taxable; and

- (5) The Added Value of the Eligible Property made a part of the Property shall be abated as set forth in Part VI herein.

## VI. AMOUNT OF ABATEMENT

The Abatement provided by this Agreement shall be based upon the added Value of Eligible Property made a part of the Property as a result of the project. Taxes shall be abated annually as follows:

Years 1, 2, 3, and 4	100% of added value.
Years 5 and 6	60% of added value.
Year 7	50% of added value.

At the time of execution of the Agreement, the Owner reasonably estimates that the Added Value of Eligible Property upon completion of the Construction Phase will be at least \$ 2,734,000.00 ("Estimated Added Value"), such figure being an estimate only and will be finally determined and Abatement will be based on the actual added value as determined in Article VIII for the completed project.

Upon completion of the Project if the Added Value, as determined by the Hunt County Appraisal District, shall at any time during the term of this Agreement be less than Estimated added Value to the extent that the percentage of Abatement shall be less than that allowed under the guidelines adopted by the Governmental Unit(s), the amount of Abatement shall be immediately adjusted or extinguished if the project is no longer eligible for abatement and any taxes previously abated shall be subject to recapture as provided in Part VIII herein.

## VII. CONTEMPLATED IMPROVEMENTS

Owner represents that it will construct a facility at the cost, for the purpose, and in the manner as set forth in the Project Description attached as Exhibit "B". During the Construction Phase, the Owner may make such change orders as to the project as are reasonably necessary, provided that no such change order may be made which will change the qualification of the project as a "Facility" under the Guidelines for Granting Tax Abatement approved by the Governmental Unit. All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. During the term of this Agreement, use of the Property shall be limited to operation of the Facility described in the Project Description consistent with the general purpose of encouraging development or redevelopment of the zone during the period of this Agreement.

Owner represents and warrants that this project will: 1.) Add at least 10 additional permanent employees to the project site; 2) the project is not expected to solely or primarily have the effect of transferring employment from part of Hunt County to another; 3) increase value of property in the amount of \$1,000,000.00 with at least two-thirds of value of the total increase attributable to increase in value of building structures, site improvements and fixed equipment; and 4) be necessary to create capacity which cannot be provided efficiently utilizing existing improved property.

## VIII. EVENTS OF DEFAULT AND RECAPTURES

- A. 1) Discontinued or Reduced Operation During Term of Agreement. In the event that the facility is completed and begins operation but subsequently discontinues operation or in the event the minimum number of 10 new jobs is not created and maintained, for any reason except fire, explosion or other casualty or accident or natural disaster for a period of one year during the term of the Agreement, the Agreement may be terminated by the Governmental Unit and all taxes previously abated by virtue of the Agreement will be recaptured and paid within 60 days of the termination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.
- 2) Removal of Eligible Property. In the event that fixed machinery or equipment is installed and becomes eligible property, but is subsequently removed from the facility or becomes ineligible property during the abatement period, and is not replaced with fixed machinery or equipment of like value within a reasonable time, then all taxes previously abated by virtue of the agreement for said machinery or equipment will be recaptured and paid within sixty (60) days from the date the machinery or equipment is removed from the facility or becomes ineligible property.
- 3) Delinquent Taxes. In the event that the that the company or individual (1) allows its ad valorem taxes owed the Governmental Unit or any affected jurisdiction to become delinquent and fails to timely and properly file the legal procedures for their protest and/or contest, or (2) violates any of the terms and conditions of the abatement agreement and fails to cure during the cure Period, the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within sixty (60) days of the termination.
- B. Notice of Default. Should the Governmental Unit, determine that the Owner is in default according to the terms and conditions of this Agreement, it shall notify the Owner that if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period, the Agreement may be terminated and the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.
- C. Actual Added Value. Annually, the Chief of the Hunt County Appraisal District or his/her designee, shall assess the real and personal property comprising the reinvestment zone. Should the Hunt County Appraisal District determine that the total level of Added Value during any year of the term of this Agreement after completion of the Construction Phase is lower than the Estimated Added Value such that a lower percentage of Abatement is applicable, for each year during which an Abatement has been granted the difference between the tax abated and the tax which should have been abated based upon, the actual Added Value shall be determined and each Governmental Unit owner shall be notified. The

taxes shall be paid within sixty (60) days of notification to the Owner of such determination. Penalty and interest shall not begin to accrue upon such sum until the first day of the month following such sixty (60) days notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

- D. Continuation of Tax Lien. The amount of tax abated each year under the terms of this agreement shall be secured by a first and prior tax lien which shall continue in existence from year to year until such time as this Agreement between the Governmental Unit and Owner is fully performed by Owner, or until all taxes, whether assessed or recaptured, are paid in full.

If the Governmental Unit terminated this Agreement pursuant to this paragraph VIII, it shall provide Owner written notice of such termination. If Owner believes that such termination was improper, Owner may file suit in the Hunt County district courts appealing such termination within sixty (60) days after the written notice of the termination by the Governmental Unit. If an appeal suit is filed, Owner shall remit to the Governmental Unit(s), within sixty (60) days after the notice of termination, and additional and/or recaptured taxes as may be payable during the pendency of the litigation pursuant to the payment provision of Section 42.08, Texas Tax Code. If the final determination of the appeal increases Owner's tax liability above the amount of tax paid, Owner shall remit the additional tax to the Governmental unit(s) pursuant to Section 42.42, Texas Tax Code. If the final determination of the appeal decreases Owner's tax liability, the Governmental Unit(s) shall refund the Owner the difference between the amount of tax paid and the amount of tax paid and the amount of tax for which owner is liable pursuant to Section 42.43, Texas Tax Code.

## X. ADMINISTRATION

The Owner shall allow employees and/or representative(s) of the Governmental Unit to have access to the Property during the term of this Agreement to inspect the facility to determine compliance with the terms and conditions of this Agreement. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with Owner's safety standards.

Upon completion of construction, the affected jurisdiction shall annually evaluate each facility and report possible violations of the contract and agreement to the governing body and its attorney.

The Chief Appraiser of the Hunt County Appraisal District shall annually determine (i) the taxable value of the real and personal property comprising the Property taking in to consideration the Abatement provided by this Agreement, and (ii) the full taxable value without Abatement of the real and personal property comprising the Property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure



listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner shall furnish the chief Appraiser with such information outlined in Chapter 22, Texas Tax Code, as amended, as may be necessary for the administration of the Agreement specified herein.

## X. ASSIGNMENT

The Owner may assign this Agreement to a new owner or lessee of the Facility with the prior written consent of the Governmental Unit, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Any assignment of this Agreement shall be to an entity that will provide substantially the same improvements to the Property, except to the extent such improvements have been completed. No assignment shall be approved if the Owner or any assignee are indebted to the Governmental Unit for ad valorem taxes or other obligations.

## XI. NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, with the United States Postal Service, addressed to the Governmental Unit or Owner at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Owner:	Evergreen Real Estate, L.L.C. 2107 Fifth Avenue North, Suite 301 Birmingham, Alabama 35203 Attention: Wade Cowden
To the Governmental Unit(s)	City of Greenville P.O. Box 1049 Greenville, Texas 75403-1049 Attention: City Manager

Either party may designate a different address by giving the other party ten (10) days written notice.

This agreement has been executed by the parties in multiple originals or counterparts, each having full force and effect.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Executed this the 14 day of December, 2004.

**WITNESS:**

Debra Newell  
Debra Newell, City Secretary  
Greenville, Texas

**APPROVED AS TO FORM:**

Robert L. Scott  
Robert L. Scott, City Attorney  
Greenville, Texas

**WITNESS:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GOVERNMENTAL UNIT:**

Karen Daly  
Karen Daly, City Manager  
Greenville, Texas

**OWNER:** Wade W. Cowden  
Evergreen Real Estate, LLC

By: Wade W. Cowden

Title: Principal

All that certain lot, tract or parcel of land situated in the W.C. Hase Survey, Abstract No. 491 and the E.F. Anderson Survey, Abstract No. 24, City of Greenville, Hunt County, Texas, and being part of Lot 2, Block 1 of Greenville Air Park, Phase 1, an Addition to the City of Greenville, according to the Plat thereof recorded in Volume 400, Page 1441 of the Plat Records of Hunt County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "STOVALL & ASSOC." set (hereinafter called 1/2" iron rod set) for corner in the Northeast line of F.M. Highway No. 1570 at the West corner of the above cited Lot 2;

THENCE N. 61 deg. 28 min. 09 sec. E. with the most Northerly Northwest line of said Lot 2 a distance of 409.62 feet to a 1/2" iron rod found for corner at the most Westerly North corner of said Lot 2;

THENCE S. 28 deg. 31 min. 51 sec. E. with an interior line of said Lot 2 a distance of 271.72 feet to a 1/2" iron rod set for corner;

THENCE S. 61 deg. 28 min. 09 sec. W. a distance of 409.62 feet to a 1/2" iron rod set for corner in the Northeast line of F.M. Highway No. 1570;

THENCE N. 28 deg. 31 min. 51 sec. W. with the Northeast line of F.M. Highway No. 1570 a distance of 271.72 feet to the POINT OF BEGINNING and containing 2.555 acres of land.

EXHIBIT "A"