

COMMISSIONERS COURT
REGULAR SESSION
February 13, 2006

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.

NEW BUSINESS:

The Court acknowledged presentation of "Certificate of Appreciation" to the Hunt County Fair Board members Joe Johnson and Dwayne Patterson, for help in dealing with Hurricane Katrina.

9703 On the motion by Jim Latham, second by Kenneth Thornton, the Court approved the Quarterly Report from the Northeast Texas Children's Museum presented by Mary Paz.

— 'Discuss & possibly approve contract with Hubbard Communications Group to audit telecom services – presented by Jerry Hubbard.' The Court agreed to accept submitted contract to allow time for County Attorney to view contract and compare current contracts to make sure the County gets the best discounted rate-agreement to place item on Old Business next Court. Mr. Hubbard advised the Court, Hubbard Communication gets their pay from ½ of County's refund.

9704 On the motion by Latham, second by Phillip Martin, the Court approved the 2006 Contract Amendment for Public Health Services between the Texas Department of Health, Hunt County and the City of Greenville for six month contract. *See Attachment.*

9705 On the motion by Ralph Green, second by Martin, the Court approved transfer of funds (approximately \$6,388.00) into part time help within current budget of Constable Pct 4 - Cullen Smith, due to his recent illness. Currently, Mr. Smith handles all the mobile home tax seizures, serves child support papers, serves as Bailiff and serves papers from Dallas, therefore, someone needs to be available in his absence.

9706 On the motion by Latham, second by Green, the Court approved cancellation of subdivision agreement, to return ETJ authority back to the City of Campbell.

9707 On the motion by Martin, second by Latham, the Court approved funds up to approximately \$11,000 from Contingency Funds for repair to the Sheriff's Radio Tower,

due to water intrusion into building, which damaged the repeater. The building has been repaired, two week turn around for new repeater.

9708 On the motion by Thornton, second by Green, the Court approved re-instatement of the County-Wide Burn Ban for burning brush piles, thrash, etc., not affecting welding and grilling. Dorsey Driggers to notify all entities.

9709 On the motion by Martin, second by Green, the Court approved Residential Tax Abatement Agreement, between the City of Greenville and Hunt County, located within the Greenville Reinvestment Zone on the following locations:

R39099 – 4907 Washington
 R41980 – 2104 Morgan St.
 R78025 – 1805 Walnut
 R78058 – 1720 Speedway
 R72073 – 3512 Pickett

See Attachments.

9710 On the motion by Green, second by Latham, the Court approved concrete work on north side of Courthouse to enable a Security entrance for the Public with ADA handicap access, with 4 handicap parking spaces to now be located on the north side of the Courthouse. Bids received from Chris Kilmer – Charlie Company for \$7,890 to be paid out of contingency funds. Steps to be taken by Charlie Company to keep Historical integrity of the Courthouse.

9711 On the motion by Thornton, second by Martin, the Court approved request of Cap Rock Energy Corp. to place an overhead power line within the R-O-W of CR1108 in Pct 1, with the usual stipulations.

9712 On the motion by Green, second by Thornton, the Court approved amended Final Plat for Oak Creek Estates/ Phase I in Pct 2. Commissioner Green advised Court amendment was done due to lot boundaries.

9713 On the motion by Green, second by Thornton, the Court approved the Final Plat for Oak Creek Estates/ Phase II in Pct 2. Commissioner Green stated this subdivision will have concrete streets, lay down curves and the drainage study has been received.

9714 On the motion by Green, second by Thornton, the Court approved re-plat of Lot 5, Manana One in Pct 2, presented by Jerry Wisdom, stating two owners split a lot (6 acres).

9715 On the motion by Martin, second by Latham, the Court approved removal of 1.07 miles of CR3405 from county road system. Abandoning such road to be replaced by Villages Parkway West 1.01 miles approved by earlier Commissioners Court and that such R-O-W be released to adjacent land owners in Pct 3.

9716 On the motion by Martin, second by Latham, the Court approved acceptance dedication of Villages Parkway West into the County Road System 1.01 mile. Cost of road to be \$371,980.00 Lone Oak Developing L.T. seal coat. First inspection then one year in Pct 3.

9717 On the motion by Martin, second by Latham, the Court approved road upgrade of CR3405 from gravel to seal coat 0.38 mile or 2,000 ft. to be accepted cost to Lone Oak Developers L.T. was approximately \$21,777.76 in Pct 3. This upgrade no cost to Hunt County.

9718 On the motion by Latham, second by Martin, the Court approved 1500 feet of road upgrade of dirt to rock on CR4602 in Pct 4. Money deposited into Escrow.

9719 On the motion by Green, second by Thornton, the Court approved bid for sale of 30' x 16' Steel Deck Bridge in Pct 2 from James Douthit for \$306.00. Bid on file in Personnel Department.

9720 On the motion by Green, second by Thornton, the Court approved bid for sale of two 8' x 30' truck bids, no axles or wheels from James Douthit for \$61.00. Bid on file in Personnel Department.

9721 On the motion by Thornton, second by Martin, the Court accepted all bids received for evaluation for recycled concrete from different locations. All Bids on file in Personnel Office.

9722 On the motion by Martin, second by Green, the Court accepted two bids received for evaluation, from different locations, for recycled asphalt. All bids on file in Personnel Office.

9723 On the motion by Martin, second by Latham, the Court approved accounts payable. Judge Bobbitt abstained from the vote.

— There were no line item budget transfers.

Court recessed at 11:10 AM; Court reconvened at 11:20 AM.

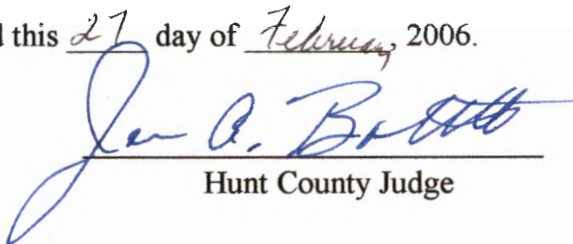
PAYROLL & HUMAN RESOURCE MATTERS:

| | |
|------------------------------|--|
| <u>COMMISSIONER PCT 2:</u> | Add Daniel Martinez as part time Truck Driver at \$10 per hour, effective 2-13-06. |
| <u>IT DEPARTMENT:</u> | Add Gabe Torres as part time Assistant at \$8.50 per hour, effective 2-14-06. (Filling in for Kami Williams in her absence due to pregnancy. |
| <u>JUVENILE DETENTION:</u> | <p>Add Latrina Bacy as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> <p>Add Tiffany Baysinger as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> <p>Add Valerie Birdine as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> <p>Add Ginger Custer as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> <p>Add Chakira Hite as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> <p>Add Kizzey Lovelace as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> <p>Add Alex Meely as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> <p>Add Dennis Williams as part time Detention Officer at \$8.50 per hour, effective 2-13-06.</p> |
| <u>SHERIFF'S DEPARTMENT:</u> | <p>Add Sherry Cooper as full time Detention Officer at \$23,941.00 annually, effective 2-7-06.</p> <p>Add Amber Garcia as full time Detention Officer at \$23,941.00 annually, effective 2-9-06.</p> <p>Terminate Detention Officer – Aaron Lewis, effective 1-21-06.</p> <p>Terminate Detention Officer – Beverly Jenkins, effective 1-30-06.</p> <p>Remove John L. Setterstrom as Dispatcher, due to his resignation, effective 1-21-06.</p> |


9724 On the motion by Thornton, second by Martin, the Court approved personnel and human resource matters.

— The Court went into Executive Session at 11:25 AM to discuss Green Tree Service vs. Hunt County as permitted by T.G. C. section 551.071 to consult with attorney (Fanning, Harper and Martinson – Steve Henninger and Robert Fugate. No action taken. Court returned to Regular Session.

— Court Adjourned. Minutes approved this 27 day of February, 2006.


Hunt County Judge

Attest:


Hunt County Clerk



DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

9704
FILED FOR RECORD
at 2 o'clock P M
FEB 13 2006
By Linda Brooks
County Clerk, Hunt County, Tex.

STATE OF TEXAS

DSHS Document No. 7560010179 2006

COUNTY OF TRAVIS

Contract Change Notice No. 01

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 01A : RLSS-LOCAL PUBLIC HEALTH SYSTEM

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

COUNTY OF HUNT/CITY OF GREENVILLE

Authorized Contracting Entity (type above if different
from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

GREENVILLE-HUNT COUNTY HEALTH
DEPARTMENTBy: [Signature]By: [Signature]

(Signature of person authorized to sign)

Jim Morris, Mayor

Joe Bobbitt, Hunt County Judge

(Name and Title)

Date: 2/14/06

RECOMMENDED:

By: [Signature]

(PERFORMING AGENCY Director, if different
from person authorized to sign contract
Grady M. McMahan, D.O.

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: [Signature]

(Signature of person authorized to sign)

Bob Burnette, Director

Client Services Contracting Unit

(Name and Title)

Date: 2-27-2006

DETAILS OF ATTACHMENTS

| Att/ Amd No. | DSHS Program ID/ DSHS Purchase Order Number | Term | | Financial Assistance | | Direct Assistance | Total Amount (DSHS Share) |
|---|---|----------|----------|----------------------|-----------|----------------------|------------------------------|
| | | Begin | End | Source of Funds* | Amount | | |
| 01A | RLSS/LPHS 0000309864 | 09/01/05 | 08/31/06 | State 93.991 | 88,446.00 | 0.00 | 88,446.00 |
| DSHS Document No.7560010179 2006 Change No. 01 | | | | | Totals | \$ 0.00 | \$ 88,446.00 |

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 7560010179-2006
ATTACHMENT NO. 01A
PURCHASE ORDER NO. 0000309864

PERFORMING AGENCY: GREENVILLE-HUNT COUNTY HEALTH
DEPARTMENT

RECEIVING AGENCY PROGRAM: REGIONAL AND LOCAL SERVICES
SECTION

TERM: September 01, 2005 THRU: August 31, 2006

It is mutually agreed by and between the contracting parties to amend the conditions of Document No. 7560010179 2006 -01as written below. All other conditions not hereby amended are to remain in full force and effect.

SECTION I. SCOPE OF WORK is revised to include the following:

PERFORMING AGENCY shall comply with applicable RECEIVING AGENCY programmatic guidelines in accordance with activities outlined in the final accepted FY06 Service Delivery Plan.

PERFORMANCE MEASURES

PERFORMING AGENCY shall complete the PERFORMANCE MEASURES as stated in the FY 06 LPHS Service Delivery Plan, and as agreed upon by RECEIVING AGENCY, and hereby attached as Exhibit B.

SECTION I. SCOPE OF WORK, fourth paragraph, is revised to add the following bulleted items:

- PERFORMING AGENCY'S FY 06 LPHS Service Delivery Plan;
- FY 05 Texas Application for Preventive Health and Health Services Block Grant Funds; and
- Government Code section 403.1055, "Permanent Fund for Children and Public Health".

SECTION II. SPECIAL PROVISIONS, second paragraph, is revised to add the following:

PERFORMING AGENCY shall submit an Annual Budget and Expenditures Report in a format specified by and to RECEIVING AGENCY by December 15, 2006.

DEPARTMENT OF STATE HEALTH SERVICES

RECEIVING AGENCY PROGRAM: REGIONAL AND LOCAL SERVICES SECTION

PERFORMING AGENCY: GREENVILLE-HUNT COUNTY HEALTH DEPARTMENT

CONTRACT TERM: 09/01/05 THRU: 08/31/06 BUDGET PERIOD: 09/01/05 THRU 08/31/06

DSHS DOC. NO. 7560010179 200601A CHG. 01

REVISED CONTRACT BUDGET

| FINANCIAL ASSISTANCE | | | |
|---|--------------------------------|-------------------------|------------------------------|
| OBJECT CLASS CATEGORIES | CURRENT APPROVED BUDGET (A) | CHANGE REQUESTED (B) | NEW OR REVISED BUDGET (C) |
| Personnel | \$38,121.50 | \$39,993.50 | \$78,115.00 |
| Fringe Benefits | 8,841.50 | (0.50) | 8,841.00 |
| Travel | 490.00 | 0.00 | 490.00 |
| Equipment | 0.00 | 0.00 | 0.00 |
| Supplies | 1,000.00 | 0.00 | 1,000.00 |
| Contractual | 0.00 | 0.00 | 0.00 |
| Other | 0.00 | 0.00 | 0.00 |
| | | | |
| Total Direct Charges | \$48,453.00 | \$39,993.00 | \$88,446.00 |
| Indirect Charges | 0.00 | 0.00 | 0.00 |
| TOTAL | \$48,453.00 | \$39,993.00 | \$88,446.00 |
| PERFORMING AGENCY SHARE: | | | |
| Program Income | 0.00 | 0.00 | 0.00 |
| Other Match | 0.00 | 0.00 | 0.00 |
| | | | |
| RECEIVING AGENCY SHARE | \$48,453.00 | \$39,993.00 | \$88,446.00 |
| PERFORMING AGENCY SHARE | \$0.00 | \$0.00 | \$0.00 |
| Detail on Indirect Cost Rate Type: | | | |
| Rate | 0.00 | Base | \$0.00 |
| | | Total | \$0.00 |
| Budget Justification: Amendment is to extend end term from 02/28/2006 to 08/31/2006 and budget funds for additional 6 months. | | | |

Form No. GC-9 ECPS - Rev. 10/04

Financial status reports are due the 30th of December, 30th of March, 30th of June, and the 30th of November.

EXHIBIT B
FY 2006 Request for Local Public Health Services (Triple O) Funds
Service Delivery Plan
Contract Term: September 1, 2005 through August 31, 2006

This Service Delivery Plan (Plan) must be completed and submitted by October 31, 2005 to renew Triple O Contracts for FY 2006. The Plan must outline how essential public health services will be carried out to meet/complete proposed objective(s) and activities to address a public health issue(s), and describe how resources (personnel, equipment, etc) funded through this contract will be used to accomplish the proposed Plan.

Local Health Department: Greenville-Hunt County Health Department

Address: 2700 Johnson Street **City, State, Zip** Greenville, TX 75401

Prepared by: Joe Lilly, R.S. **Telephone:** 903-408-4140 **Email:** jlilly@texashan.org

Budget Narrative: *Complete the budget table below by showing the breakdown by budget category. Also, include a brief description of how these categorical funds will be used to meet the proposed objective(s) as outlined in the attached Service Delivery Plan.*

| Budget Category | Amount | Description/Justification of Resources - Briefly describe how the funds in each category will be used to meet the proposed objective(s). (Include the public health issue if the Plan will include more than one public health issue.) |
|------------------------|-------------|---|
| Personnel | \$78,114.50 | Food Service, Immunizations, Well Child, T.B., Swimming Pools, Administration Tobacco and Cardiovascular Disease Education and Screening |
| Fringe | 8,841.50 | N/A (No justification required for this category.) |
| Travel | 490.00 | Schools Anti-Tobacco Presentation, Immunization Clinics, Food Service Inspections |
| Equipment | | Equipment items must be submitted separately using the "EQUIPMENT Budget Category Detail Form" attached. Funding of "one-time" purchases will be considered using "one-time funds" identified (not from contract base budgets) if available during the fiscal year. |
| Supplies | 1,000.00 | Anti-Tobacco and Cardiovascular Disease Presentation Supplies, Immunization Clinic Supplies |
| Contractual | | |
| Other | | |
| Total Amount Requested | \$88,446.00 | N/A (No justification required for this category.) |

Signature: _____

Date: 10/26/2005

FY 2006 Local Public Health Services (Triple O) Project Service Delivery Plan

Complete the table below to outline how FY06 Local Public Health Services (LPHS) Contract funds will be used to address a public health issue through essential public health services. The Plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. The table below (example) and on the following page may be duplicated as needed for this purpose.

| | | |
|--|--|--|
| Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed. The need to provide an accurate assessment of local public health systems in order to provide for essential public health services. | | |
| Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with FY 06 LPHS Contract funds EPHS 9) Evaluate effectiveness, accessibility and quality of personal and population-based health services. | | |
| Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.) Objective 1.1 By the end of the 2 nd quarter FY06, all LHD's funded through Triple O dollars, will have conducted the CDC National Public Health Performance Standards Local Public Health System Performance Assessment Instrument (LPHSPAI). | | |
| Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above. Performance Measure – Based on LPHSPAI results, local health departments will submit a draft Service Delivery Plan to be completed by end of 3 rd Quarter of FY06. | | |
| Activities List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives. | Evaluation and Improvement Plan List the standard and describe how it is used to evaluate the activities conducted. | Deliverable Describe the tangible evidence that the activity was completed. |
| 1.1.1 Participate in training offered by the state. 1.1.2 Identify necessary partners who will take part in conducting the LPHSPAI instrument. 1.1.3 Conduct LPHSPAI with identified partners. 1.1.4 Submit LPHSPAI data to the CDC for processing. 1.1.5 Gather CDC generated report on local assessment. | 1.1.1 LHD's will plan and implement the LPHSPAI instrument in the designated communities no later than March 31st, 2006. 1.1.2 LPHSPAI results will be incorporated into the FY07 Service Delivery Plans. | 1.1.1 LPHSPAI data analysis report will be obtained from CDC. |

| | | |
|---|---|---|
| Public Health Issue: <i>Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed. The need to proved an accurate assessment of local public health systems in order to provide for essential public health services.</i> | | |
| Essential Public Health Service(s): <i>List the EPHS(s) that will be provided or supported with FY 06 LPHS Contract funds</i> | | |
| Objective(s): <i>List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)</i> | | |
| Performance Measure: <i>List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.</i> | | |
| Activities <i>List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.</i> | Evaluation and Improvement Plan <i>List the standard and describe how it is used to evaluate the activities conducted.</i> | Deliverable <i>Describe the tangible evidence that the activity was completed.</i> |
| | | |

842

9709
FILED FOR RECORD
at 2 o'clock PM
FEB 11 2000
County Clerk, Hunt County, Texas
By: [Signature]

RESIDENTIAL TAX ABATEMENT AGREEMENT

THE STATE OF TEXAS :
:
COUNTY OF HUNT :

This Residential Tax Abatement Agreement, hereinafter referred to as the ("Agreement") is made and entered into by and between the City of Greenville, Texas ("City") and New 1st Home, Inc., ("Owner") the owner of taxable real property in the City of Greenville and Hunt County, Texas ("Property").

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 City.

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 the construction of a new single family home.
- 3. "Base Year Value" means the assessed value of the eligible property as certified by the Hunt County Appraisal District on January 1 preceding the execution of the Agreement.
- 4. "Single Family Home" means a dwelling designed and constructed for occupancy by one family.
- 5. "Improvements" means a new single family home.
- 6. "Ineligible Property" without limitation, 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.

The Residential Tax Abatement Guidelines and Criteria adopted by the City is hereby incorporated as a part of this Agreement the same as if fully set forth at length. 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 in part within the jurisdiction of the City and more fully described as follows:

Lot 7 & Part of Lot 9, Block 1 out of the Anderson Addition
Also known as: 4907 WASHINGTON STREET

Said property is located within an authorized zone for residential tax abatement.

IV. TERM AND AMOUNT OF ABATEMENT

The City 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 five (5) years, expiring as of December 31 of the 2009 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 2009 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 VI herein.

To the extent authorized by the Texas Constitution and applicable State laws, statutes and regulations, the City hereby agrees to abate from taxation the percentage of the increase in value of taxable real property of Owner over the same real property and its value as calculated by the Hunt County Appraisal District for ad valorem property tax purposes for the tax year 2005. In the event rollback taxes are applicable, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for tax year 2005, sometimes referred to herein as the Base Tax Year.

If the Owner constructs a new single family home in accordance with the terms of this Agreement and the Residential Tax Abatement Guidelines and Criteria, the Owner shall be entitled to a tax abatement on the additional value to the certified appraised value of the property as of January 1, 2004, resulting from the Improvements as to the property according to the following schedule:

The Residential Tax Abatement Guidelines and Criteria adopted by the City is hereby incorporated as a part of this Agreement the same as if fully set forth at length. 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 in part within the jurisdiction of the City and more fully described as follows:

Lots 1, 2 & 3, Block 25 out of the College Hill Addition
Also known as: 2104 MORGAN STREET

Said property is located within an authorized zone for residential tax abatement.

IV. TERM AND AMOUNT OF ABATEMENT

The City 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 five (5) years, expiring as of December 31 of the 2009 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 2009 tax year unless extended by agreement in compliance with local and state law.

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The Residential Tax Abatement Guidelines and Criteria adopted by the City is hereby incorporated as a part of this Agreement the same as if fully set forth at length. 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 in part within the jurisdiction of the City and more fully described as follows:

Lot 6, Block 3 out of the Sayle Drive Addition
Also known as: 1805 WALNUT STREET

Said property is located within an authorized zone for residential tax abatement.

IV. TERM AND AMOUNT OF ABATEMENT

The City 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 five (5) years, expiring as of December 31 of the 2009 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 2009 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 VI herein.

To the extent authorized by the Texas Constitution and applicable State laws, statutes and regulations, the City hereby agrees to abate from taxation the percentage of the increase in value of taxable real property of Owner over the same real property and its value as calculated by the Hunt County Appraisal District for ad valorem property tax purposes for the tax year 2005. In the event rollback taxes are applicable, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for tax year 2005, sometimes referred to herein as the Base Tax Year.

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III. PROPERTY

The property is an area within Greenville, Hunt County, Texas located in whole or in part within the jurisdiction of the City and more fully described as follows:

Lots 8B, Block 10 out of the Sayle DR Addition
Also known as: 1720 SPEEDWAY STREET

Said property is located within an authorized zone for residential tax abatement.

IV. TERM AND AMOUNT OF ABATEMENT

The City 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, 2006. The Abatement shall continue for five (5) years, expiring as of December 31 of the 2010 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 2010 tax year unless extended by agreement in compliance with local and state law.

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To the extent authorized by the Texas Constitution and applicable State laws, statutes and regulations, the City hereby agrees to abate from taxation the percentage of the increase in value of taxable real property of Owner over the same real property and its value as calculated by the Hunt County Appraisal District for ad valorem property tax purposes for the tax year 2006. In the event rollback taxes are applicable, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for tax year 2006, sometimes referred to herein as the Base Tax Year.

If the Owner constructs a new single family home in accordance with the terms of this Agreement and the Residential Tax Abatement Guidelines and Criteria, the Owner shall be entitled to a tax abatement on the additional value to the certified appraised value of the property as of January 1, 2006, resulting from the Improvements as to the property according to the following schedule:

The Residential Tax Abatement Guidelines and Criteria adopted by the City is hereby incorporated as a part of this Agreement the same as if fully set forth at length. 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 in part within the jurisdiction of the City and more fully described as follows:

Lot 2B, Block 262 out of the Original Town of Greenville
Also known as: 3512 PICKETT STREET

Said property is located within an authorized zone for residential tax abatement.

IV. TERM AND AMOUNT OF ABATEMENT

The City 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 five (5) years, expiring as of December 31 of the 2009 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 2009 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 VI herein.

To the extent authorized by the Texas Constitution and applicable State laws, statutes and regulations, the City hereby agrees to abate from taxation the percentage of the increase in value of taxable real property of Owner over the same real property and its value as calculated by the Hunt County Appraisal District for ad valorem property tax purposes for the tax year 2005. In the event rollback taxes are applicable, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for tax year 2005, sometimes referred to herein as the Base Tax Year.

If the Owner constructs a new single family home in accordance with the terms of this Agreement and the Residential Tax Abatement Guidelines and Criteria, the Owner shall be entitled to a tax abatement on the additional value to the certified appraised value of the property as of January 1, 2004, resulting from the Improvements as to the property according to the following schedule:

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 County or Owner at the following address. 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:

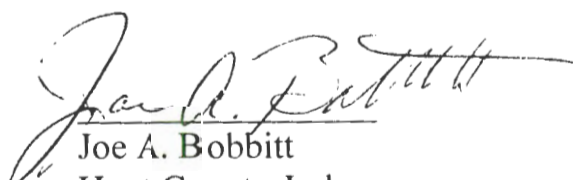
To the Owner New 1st Home, Inc
 2612 Ramblewood
 Carrollton, Texas 75006
 Attn: Kent L Smith, VP/GM

To the County Hunt County
 PO Box 1097
 Greenville, Texas 75401
 Attn: County Judge

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

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

County of Hunt



Joe A. Bobbitt
Hunt County Judge