
THE STATE OF TEXAS

COUNTY OF SABINE

On this the 28th day of June, 1971, the Honorable Commissioners' Court met in regular session with the following members present, to-wit:

Charlie Forse	County Judge
R. E. Smith	Commissioner, Precinct No. 1
T. A. Seales	Commissioner, Precinct No. 2
Paul Lout	Commissioner, Precinct No. 3
H. E. Wilburn	Commissioner, Precinct No. 4

328

W. W. Cavender

Clerk of the Court

James R. Ellis and D. B. Speights appeared before the Court representing the Committee for Solid Waste Disposal in Sabine County and together with representative of Temple Industries, Inc. presented a Lease of Land for Solid Waste Disposal whereupon a motion by Commissioner, R. E. Smith seconded by Commissioner, T. A. Seales and by unanimous vote the following agreement was adopted by the Court:

LEASE OF LAND FOR SOLID WASTE DISPOSAL

THE STATE OF TEXAS

COUNTY OF SABINE

This Agreement made and entered into this _____ day of May, 1971, by and between TEMPLE INDUSTRIES, INC., of Diboll, Angelina County, Texas, herein called "LESSOR" and the COUNTY OF SABINE, TEXAS, hereinafter referred to as "LESSEE".

WITNESSETH:

1. Lessor, in consideration of its desire to assist the County of Sabine and its citizens to make sanitary disposition of garbage and solid waste material, and of the agreements of Lessee hereinafter contained, does hereby grant, lease and let, subject to the exceptions, reservations and conditions hereinafter contained, unto Lessee for use as sites for solid waste disposal, all those six (6) tract of land described in Exhibit "A" attached to and made apart hereof, including rights-of-way and easements for ingress and egress to and from such tracts to public roads.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of one (1) year from and after the date hereof, (herein called "Primary Term") and as long thereafter as such sites are used for the solid waste disposal. In the event any one of said sites ceases to be used for solid waste disposal, for a continuous period of six (6) months, then and thereupon this conveyance shall be null and void and the said land and premises shall absolutely revert, and this lease shall terminate, without any necessity for suit or re-entry to the Lessor herein, its successors or assigns. Upon such termination, Lessor shall and will mail notice thereof to Lessee by certified or registered mail, return receipt requested, postage prepaid in care of the County Judge of Sabine County, Texas, in Hemphill, Texas. Termination of this lease as to one site will not be a termination as to any other site which is still being used for solid waste disposal.

3. It is specifically covenanted and agreed by and between the parties that the six (6) solid waste disposal sites will not be used by Lessee for any other purpose except the sanitary disposal of solid waste and garbage material, and the easements and rights-of-way from each site to a public road will be for the use and benefit of Lessee, its successors and assigns, and the public in general, together with Lessor, for egress and ingress to and from each of said sites from adjacent public roads, as shown on Exhibit "A" attached to and made a part hereof for all purposes.

4. Within 180 days from date hereof, Lessee shall and will fence each site, and the road right-of-way from each site to a public road, with some type of good and permanent fence, such as hog wire with two strands of barbed wire at the top, or not less than a four strand barbed wire fence, and all of such fencing will be maintained and kept up during the term of this lease.

4. Said sites are to be used for solid waste disposal by the Sanitary Landfill method, and Lessee will cause proper excavations to be made upon each site, will

cause all garbage and solid waste material to be deposited in such excavations and then at regular intervals, and to prevent scattering trash will cause solid waste material placed in any such excavation to be covered with earth, all in accordance with the laws, rules and regulations of the State of Texas and the Texas State Department of Health regarding solid waste disposal by the Sanitary Landfill method.

6. Lessee shall and will at least once each month cause all of the land and premises herein leased, including the rights-of-way, to be policed and cleaned up and all garbage and waste material of every kind and character to be gathered up and placed in the excavations upon the leased sites, and in doing such clean-up work, Lessee shall and will remove from adjoining lands of Lessor any garbage and waste material that has accumulated upon such adjoining lands of Lessor, it being covenanted, however, by Lessor that it will not cause any garbage or waste material to be placed upon its adjoining lands by any of its employees, agents, servants or contractors.

7. The parties recognize that fire around solid waste disposal sites is dangerous and that a fire in any of such solid waste disposal sites would endanger the adjoining forest lands of Lessor, and therefore Lessee covenants to and with Lessor that it will diligently endeavor to prevent any fire in such solid waste disposal sites, will try to keep all garbage regularly placed in the excavations and covered with dirt to prevent fire, and in the event a fire starts at any of such sites and spreads, or threatens to spread to adjacent lands of Lessor, Lessee shall and will make its employees available and will do all in its power to assist Lessor in extinguishing any and all such fires.

8. Lessee covenants to and with Lessor, that as part of the consideration for this lease, it shall and will operate such solid waste disposal upon each of said sites as a TYPE IV OPERATION, known as controlled land disposal, under the rules and regulations promulgated by the Texas State Department of Health, entitled "MUNICIPAL SOLID WASTE RULES, STANDARDS, AND REGULATIONS", and in accordance with the laws of the State of Texas pertaining to Solid Waste Disposal, under which laws said Rules, Standards and Regulations are promulgated. Any failure by Lessee to comply with such laws, rules and regulations of the State of Texas, and the Texas State Department of Health, shall be a default under the terms and provisions of this lease, and any such default by Lessee, if not corrected within six (6) months, will be a termination of this lease as hereinabove provided.

9. It is specifically covenanted and agreed by and between the parties hereto that this is a leasing arrangement from Lessor to Lessee, and Lessor shall not have any obligation or responsibility for the operations conducted on said solid waste disposal sites, and Lessee shall and will indemnify and hold Lessor harmless from any and all claims, demands, damages and liabilities of whatsoever kind or character that may be caused to property or persons by reason of the use of said sites for solid waste disposal, and in the event any person is injured or killed, or any property is damaged, as a result of, connected with or growing out of the operation of said solid waste disposal sites, and any claim is made based thereon against Lessor, Lessee shall and will, at its own expense, employ attorneys, defend such actions, take any and all action necessary and proper to prevent any judgment being rendered against Lessor, and will either settle any such claims and litigation, or, will pay-off in full any judgments rendered against Lessor based thereon, and will absolutely hold harmless Lessor from any and all such claims, liabilities, damages and litigation.

10. In the event there is any default by Lessee under the terms of this lease, and such default is not cured or remedied within six (6) months from the date of such default, then and thereupon this lease shall terminate and all rights of Lessee shall end and Lessor shall have the immediate right to go upon said premises, close the road, fill any excavations and cover any garbage thereon, and Lessee shall have no further rights therein. This right of termination shall apply to each lease tract separately, and default in the operation or maintenance of one site will not constitute a default as to the operation and maintenance of any other site. Lessor agrees that upon termination of any such six (6) month period, it will give Lessee notice in writing of such termination, and the reason therefor, by certified or registered mail, return receipt requested.

EXECUTED as of the date above mentioned.

TEMPLE INDUSTRIES, INC.

By: W. Temple Webber /s/
W. Temple Webber, Chairman
of the Board

ATTEST:

W. W. Cavender /s/
County Clerk

COUNTY OF SABINE

BY: Charlie Forse /s/
COUNTY JUDGE

THE STATE OF TEXAS

COUNTY OF ANGELINA

BEFORE ME, the undersigned authority, a Notary Public in and for Angelina County, Texas, on this day personally appeared W. Temple Webber, Chairman of the Board of TEMPLE INDUSTRIES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of TEMPLE INDUSTRIES, INC., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of May, A. D. 1971.

Seal

Melba Price /s/
Notary Public, Angelina County, Texas

THE STATE OF TEXAS

COUNTY OF SABINE

BEFORE ME, the undersigned authority, a Notary Public in and for Sabine County, Texas, on this day personally appeared Charlie Forse, COUNTY JUDGE, OF SABINE COUNTY, TEXAS, KNOWN to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of SABINE COUNTY, TEXAS, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of June, A. D., 1971.

Seal

W. W. Cavender /s/
Notary Public, Sabine County, Texas

EXHIBIT "A" TO LEASE OF LAND FOR SOLID WASTE
DISPOSAL FROM TEMPLE INDUSTRIES, INC. TO SABINE
COUNTY

I. DESCRIPTION OF LAND FOR SOLID WASTE DISPOSAL:

TRACT NO. 1:

BEING 2 acres out of a tract of 568.03 acres in the T. & N.O. #38, Abstract No 402, as described in a deed from San Augustine, Timber Company to Temple Industries, Inc. dated November 12, 1970 and recorded in Volume 145, Page 121 of the Deed Records of Sabine County, Texas.

5
BEGINNING N. 53° 08' W. 203.8 feet, N. 81° W. 364.3 feet, N. 89° 50' W. 808.5 feet
S. 1° 15' E. 678 feet, S. 22° 12' W. 506.6 feet, and S. 5° 30' W. 420 feet from the
Northeast corner of T. & N. O. #38.

THENCE N. 88° 30' E. 24.83 feet;

THENCE S. 1° 30' E. 180 feet;

THENCE S. 88° 30' W. 484 feet;

THENCE N. 1° 30' W. 180 feet;

THENCE N. 88° 30' E. 459.17 feet to the place of beginning, containing 2.00 acres
of land.

TRACT NO. 2:

BEING 1.727 acres of land out of a 138.3 acre tract in the JOHN S. LACY Survey,
Abstract No. 28, as described in a deed from G. H. Honeycutt to Temple Lumber Company
dated March 13, 1951 and recorded in Volume 66, Page 306 of the Deed Records of Sabine
County:

BEGINNING S. 72° 05' E. 238 feet from a Northern reentrant corner;

THENCE S. 40° W. 255 feet;

THENCE S. 50° E. 295 feet;

THENCE N. 40° E. 255 feet;

THENCE N. 50° W. 295 feet to the place of beginning, containing 1.727 acres of land.

TRACT NO. 3:

BEING 1.703 acres of land out of a 160 acre tract of the J. W. FULLEN Survey, Abstract
No. 250, as described in a deed from W. F. Goodrich to Temple Lumber Company dated
May 18, 1918 and recorded in Volume 20, Page 404 of the Deed Records of Sabine County:

BEGINNING S. 78° 30' E. 149.8 feet, N. 64° 30' E. 285.5 feet, and N. 78° 45' E.
575 feet from the Southwest corner of the Fullen survey;

THENCE N. 58° W. 190 feet;

THENCE N. 27° 40' E. 300 feet;

THENCE S. 65° E. 235 feet;

THENCE S. 22° 38' W. 212.8 feet;

THENCE S. 56° 58' W. 130.3 feet to the place of beginning, containing 1.703 acres of
land.

TRACT NO. 4:

BEING 1.837 acres out of a tract of 612.00 acres in the T. & N. O. SEC. #9, Abstract
No. 215 as described in a deed from San Augustine Timber Company to Temple Industries,
Inc. dated November 12, 1970 and recorded in Volume 145, Page 121 of the Deed Records
of Sabine County, Texas.

BEGINNING S. 81° 21' E. 2097.4 feet, N. 4° 40' E. 207 feet, N. 8° 30' E. 800 feet,
and N. 81° 30' W. 12 feet from the Southwest corner of T. & N. O. #9,

THENCE N. 81° 30' W. 400 feet;

THENCE N. 8° 30' E. 200 feet;

THENCE S. 81° 31' E. 400 feet;

THENCE S. 8° 30' W. 200 feet to the place of beginning, containing 1.837 acres of land.

TRACT NO. 5 :

BEING 1.424 acres of land out of a tract of 139 acres of the CHRIS HASKINS Survey,
Abstract No. 494, as described in a deed from Mrs. M.E. Vickers, et al, to Temple
Lumber Company dated December 2, 1941 and recorded in Volume 49, Page 179 of the Deed
Records of Sabine County, Texas.

BEGINNING N. 32° 48' W. 92.8 feet from the most Easterly Southeast corner of the
Haskins survey.

THENCE N. 72° W. 400 feet;

THENCE N. 18° E. 140 feet;

THENCE S. 76° 12' E. 401.3 feet;

THENCE S. 18° W. 170 feet to the place of beginning, containing 1.424 acres of land.

TRACT NO. 6:

BEING 1.813 acres partially out of a tract of 1906 acres in the HENRY NICHOLS Survey,
Abstract No. 46, as described in a deed from Joseph H. Werner, et al, to Temple Lumber
Company dated June 15, 1937 and recorded in Volume 43, Page 65 of the Deed Records of

Sabine County, Texas, and partially out of a tract of 50 acres of the same survey as described in a deed from C. H. Daniels to Temple Lumber Company and dated April 15, 1944 and recorded in Volume 53, Page 533 of the Deed Records of Sabine County, Texas.

BEGINNING S. 16° E. 885 feet from the Northwest corner of the 50 acre tract;

THENCE S. 66° 15' W. 350 feet;

THENCE S. 23° 45' E. 200 feet;

THENCE N. 66° 30' E. 438 feet;

THENCE N. 47° 22' W. 219.4 feet to the place of beginning, containing 1.813 acres of land;

II. RIGHT-OF-WAY EASEMENTS FOR

ACCESS TO SITES FOR SOLID WASTE DISPOSAL:

TRACT NO. 1: BEING out of a tract of 568.03 acres in the T. & N. O. Section #38 Abstract No. 402, as described in a deed from San Augustine Timber Company to Temple Industries, Inc. dated November 12, 1970, and recorded in Volume 145, Page 121, of the Deed Records of Sabine County, Texas.

BEGINNING S. 88° 30' W. 24.83 feet from the Northeast corner of Dumping Site Tract No. 1;

THENCE N. 05° 30' E. 420 feet, N. 22° 12' E. 506.6 feet, and N. 01° 15' W. 678 feet to point in the South edge of Farm Road #2426;

SAID right-of-way being 40 feet wide or 20 feet on either side of the above described centerline, and contains 1.473 acres of land.

TRACT NO. 2: BEING out of a 138.3 acre tract in the JOHN S. LACY Survey, Abstract No. 28, as described in a deed from G. H. Honeycutt to Temple Lumber Company, dated March 13, 1951, and recorded in Volume 66, Page 306 of the Deed Records of Sabine County, Texas.

BEGINNING N. 40° 00' E. 20 feet from the West corner of Dumping Site Tract No. 2;

THENCE N. 64° 10' W. 968 feet to point in the Southeast edge of a County road;

SAID right-of-way being 40 feet wide or 20 feet on either side of a above described centerline, and contains 0.889 of an acre of land.

TRACT NO. 3: BEING out of a 160 acre tract of the J. W. FULLEN Survey, Abstract No. 250, as described in a deed from W. F. Goodrich to Temple Lumber Company dated May 18, 1918 and recorded in Volume 20, Page 404 of the Deed Records of Sabine County, Texas.

BEGINNING S. 22° 38' W. 43.1 feet and S. 68° 40' E. 17 feet on the Southeast corner of Dumping Site Tract No. 3:

THENCE N. 20° 00' E. 123 feet, N. 54° 10' E. 177.6 feet, N. 70° 15' E. 125 feet, N. 87° 00' E. 284.5 feet, N. 0° 05' E. 231 feet, N. 29° 20' E. 325 feet, N. 09° 00' E. 171 feet, and N. 24° 35' E. 80 feet to point in the West edge of Farm Road #2784;

SAID right-of-way being 40 feet wide or 20 feet on either side of the above described centerline and contains 1.393 acres of land.

TRACT NO. 4: BEING out of a tract of 612 acres in the T. & N. O. Section #9 Abstract No. 215, as described in a deed from San Augustine Timber Company to Temple Industries, Inc. dated November 12, 1970 and recorded in Volume 145, Page 121 of the Deed Records of Sabine County, Texas.

BEGINNING S. 81° 30' E. 12 feet from the Northeast corner of Dumping Site No. 4;

THENCE S. 08° 30' W. 1,000 feet and S. 04° 40' W. 207 feet to point of exit in the South line of T. & N. O. Sec #9, said point being N. 04° 40' E. 260 feet from the North edge of Highway #184;

SAID right-of-way being 40 feet wide or 20 feet on either side of the above described centerline except that the first 200 feet will be 12 feet to the West and 20 feet to the East of said centerline, and contains 1.072 acres of land.

TRACT NO. 5: BEING out of a tract of 139 acres of the CHRIS HASKINS Survey, Abstract No. 494, as described in a deed from Mrs. M. E. Vickers, et al, to Temple Lumber Company dated December 2, 1941 and recorded in Volume 49, Page 179 of the Deed Records of Sabine County, Texas.

BEGINNING N. 18° 00' E. 45 feet from the Southwest corner of Dumping Site Tract No. 5:

THENCE S. 61° 25' E. 70 feet to point of exit in Southeast line of the 139 acre tract;

SAID right-of-way being 40 feet wide or 20 feet on either side of above described centerline, and contains 0.064 of an acre of land.

TRACT NO. 6: BEING partially out of a tract of 1,906 acres in the HENRY NICHOLS Survey, Abstract No. 46, as described in a deed from J. H. Werner, et al, to Temple

Lumber Company dated June 15, 1937, and recorded in Volume 43, Page 65 of the Deed Records of Sabine County, and partially out of a tract of 50 acres of the same survey, as described in a deed from C. H. Daniels to Temple Lumber Company dated April 15, 1944 and recorded in Volume 53, Page 533 of the Deed Records of Sabine County, Texas.

BEGINNING S. 47° 22' E. 23 feet and N. 31° 45' E. 19 feet from the Northeast corner of Dumping Site Tract No. 6;

THENCE N. 29° W. 225 feet, N. 11° W. 230.5 feet N. 20° 30' W. 530 feet, N. 27° 00' W. 136 feet, N. 43° 30' W. 252 feet, N. 36° 25' W. 201.4 feet, N. 23° 50' W. 150 feet and N. 7° 00' W. 472 feet to point in the South margin of Farm Road No. 944;

SAID right-of-way being 40 feet wide or 20 feet on either side of the above described centerline, and contains 1.926 acres of land.

TRACT NO. 7: BEING an undivided interest only out of the J. W. Minton Survey, Abstract No. 455 described as 1/4 of 1/2 interest in 228 acres ## by deed from T. B. Hamilton to Temple Lumber Company dated August 1, 1944 and recorded in Volume 54, Page 121 of the Deed Records of Sabine County, Texas; and an Undivided Interest only out of the J. W. Bibbons, Abstract No. 107, described as 1/2 interest in 607 acres by deed from Pickering Lumber Company to Temple Lumber Company dated February 24, 1943 and recorded in Volume 51, Page 367 of the Deed Records of Sabine County, Texas.

BEGINNING at the point of exit of the right-of-way tract No. 5 above in a Northwest line the Minton Survey;

THENCE S. 61° 25' E. 70 feet, S. 36° 30' E. 57 feet, S. 0° 05' W. 98 feet, S. 41° 00' W. 200 feet, S. 30° 30' W. 184.9 feet, S. 35° 15' W. 128 feet, S. 25° 35' W. 160.7 feet; S. 14° 00' W. 117 feet, S. 19° 45' E. 116.4 feet and S. 36° 20' E. 115 feet to the North margin of a County road;

SAID right-of-way being 40 feet wide or 20 feet on either side of the above described centerline, add contains 1.145 acres of land.

Mr. Saboites and Mr. Keel of the U. S. Forest Service and Mr. Robert Howard and Mr. Roy E. Butler, all of whom were interested parties to a resolution adopted by the Court on May 24, 1971 concerning a road traversing certain lands in Sabine County to Butler's Point met with the Court to discuss the resolution. Motion by Commissioner, Paul Lout seconded by Commissioner T. A. Seales the Court voted unanimously to leave the Resolution as adopted.

Concerning the stock running at large on public highways in the Moore Plantation Mr. Keel of the U. S. Forest Service advised the Court that it was the responsibility of the Permittee to fence the highway.

Sam Malone, Publisher of the Rambler, recommended that the Commissioners' Court together with the city Councils of Hemphill and Pineland meet together and discuss plans for a Hospital District in this area. Also he thought it necessary for the future of Sabine County to become a member of the Deep East Texas Economical Development Council as well as the Inter Canal Navigation District and offered his assistance to the Court to further the aims of progress in this area.

A Petition For Local Option Election to Leglize was denied by the Court because more than 30 days had elapsed since the petition was issued on May 26, 1971, thereby making an election illegal.

Motion by Commissioner, T. A. Seales seconded by Commissioner, Paul Lout the court voted to deny the following proposed budget request:

Box 220
Overton, Texas
June 17, 1971

TO: COMMISSIONERS' COURT OF SABINE COUNTY

Gentlemen:

Listed below please note the budget requests for county funds for the period January 1, 1972, to December 31, 1972, for financial support of all Extension work:

Position:	Present Salary travel	Proposed Salary Travel
County Agricultural Agent	\$1236	\$1170
Secretary	\$500	\$800 1200

Miscellaneous	<u>Present</u>	<u>Proposed</u>
Supplies and Telephone	\$250	\$250

Sincerely yours,

W. H. Lehmberg /s/
W. H. Lehmberg
District Fiscal Agent
Agricultural Extension Service

WHL: sl
cc: Joe Rothe

Request for increase in expense accounts by Justice of the Peace R. L. Martin and Justice of the Peace L. A. Schulze were denied by the Court

All accounts were allowed and made payable

There being no further business, the Court adjourned.

Charlie Fosso
County Judge

R. L. Smith
Commissioner, Precinct No. 1

Paul Lent
Commissioner, Precinct No. 3

J. A. Lester
Commissioner, Precinct No. 2

H. E. Wilburn
Commissioner, Precinct No. 4

[Signature]
Clerk of the Court