

Judge Smith called the meeting to order and Bro. Howell lead the opening prayer.

Janice McDaniel, Deputy County Clerk, was filling in for Mrs. Gary, County Clerk. Mrs. Gary was absent because of illness.

The minutes for the August 20 meeting were read. Commissioner McDaniel made a motion to approve with Commissioner Conn seconding. Motion carried.

The minutes for the August 27 meeting were read with Commissioner McGee making a motion to approve. Commissioner Conn seconded. Motion carried.

Judge Smith ask to skip to item # 4 on the agenda. Janice McDaniel, with the County Clerk's Office, requested the Court to approve a line item transfer of \$245.00 from ballots to part time help. This is out of the 1989-1990 County Clerk's budget. Commissioner McGee made a motion to approve the transfer with Commissioner Conn seconding. Motion carried.

Item # 2 on the agenda was Kyle Walker, the County Veteran Service Officer. Mr. Walker plans to retire the end of this year and he wanted to recomend Kenneth E. Richardson to the Court. He told the Court that it would help Mr. Richardson to attend the school for Veteran Service Officers this September 18-21. The State would pay for the school but, the County will have to pay the expenses. The Court decided to pay for Mr. Richardson to go to school, but not to make an appointment for the office until a later date. Commissioner McGee made a motion to pay Mr. Richardson's expenses for school. Commissioner McDaniel seconded. Motion carried. It would be the same County policy.

Bert Havens, with Lone Star Pest Control, ^{Co}met with the Court about the contract the County has with the Company. The contract was due for renewal in May. Several people were contacted but with no response. The stairwell on the first floor was not included in the original contract because it was not accessible. Now that a door has been installed, it can be added to the contract for a fee of \$130.75. The annual renewal

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fee os \$302.40. This would stay the same with the stairwell added to the contract. Commissioner McGee made a motion to pay for the stairwell to be treated now and added to the original contract. Also to pay the annual renewal fee. Commissioner Cox seconded. Motion carried. The original contract is recorded in Volume U, Pages 182, 227 and 228 of the Commissioner Court Minutes. See attached exhibit for the addition of the stairwell.

Item # 5 on the agenda was for setting Sheriff and Constable fee for 1990-1991. Commissioner Cox made a motion to set the fees at \$40.00, the same as last year. Commissioner Conn seconded. Motion carried.

Item # 3 on the agenda was "Roads to considered as county maintained roads". All four Commissioners stated that they were not ready to certify the exact mileage of their roads. See attached exhibit.

Commissioner Cox asked the Court their opinion about grading U.S. Forest Service road, known as the "9 mile road". Commissioner Cox stated that he already grades about 6 miles of the road. The Court said that they had no problem with this.

Commissioner McGee informed the Court that a set of tools, belonging to one of his workers, was stolden from the Pct. 2 barn. If the tools are not recovered in the next month, Commissioner McGee said that he is going to replace them.

Commissioner McGee made a motion to approve payment of accounts and salaries. Commissioner Cox seconded. Motion carried.

Commissioner McGee made a motion to accept reports. Commissioner Conn seconded. Motion carried.

Judge Smith wants the minutes of the Commissioners Court August 15, 1990 meeting amended to read that the Sheriff would receive the same expense benefits as the Commissioners. The Judge does not receive the expense benefits.

Commissioner McGee made a motion to adjourn. Commissioner Conn

Re: Edward A. Hamiltons letter to you, 6/13/90,
Dedication of roadway to Sabine County, Texas,
on S. H. Morris Survey Tract, Abstract # 42.


Dear Mr. McDaniel:

As previously discussed with you, I have completed improvements to the old road referenced in Mr. Edward A. Hamiltons letter of 6/13/90. This 0.3 mile of road continues north from the old road now dedicated to and maintained by Sabine County (that also crosses the S. H. Morris Survey), to my property bordering the east side of the S. H. Morris Tract.

Mr. McDaniel, the 0.3 mile road has been improved to meet the requirements of the county as per our previous conversation.

By this letter, I respectfully request that the old road referenced be dedicated a Sabine County road, as per Mr. Edward A. Hamiltons letter of June 13, 1990.

Sincerely,


Robert M. Putnam
P. O. Box 150155
Lufkin, Texas 75915-0155
409-875-3166

encl. copy of referenced letter
plat of area

cc: Mr. Edward A. Hamilton
file

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HAMILTON LANDS

c/o Edward A. Hamilton
P.O. Box 514 • Marietta, Ohio 45750
614-374-7269

TEXAS ADDRESS

101 Pinetree Lane, R.D. 4
Hemphill, Texas 75948
409-787-2008

TO Carlin McDaniel
Box 339
Route 1
Pineland, Texas 75968

DATE 6-13-'90

SUBJECT

Dedication of roadway to
Sabine County, Texas on
our S. H. Morris Survey Tract
Abstract # 42

Dear Mr. McDaniel;

In early 1979, The Commissioners Court of Sabine County declared an old roadway across our S.H. Morris Tract to be a public County road. This road leads to the Gordy Maund farm and to the Cordray (Gene) residence.

I am enclosing a sketch of this road. Also shown on this sketch is another roadway that My sister, Elizabeth B. Hamilton, and I would like to dedicate to Sabine County. This road extends Northward, and then eastward off of our property to a tract owned by Mr. Robert Putnam (PUTNAM). His tract borders our S. H. Morris tract.

If there is any other any information or papers that I need to execute, please send them to me.

Very truly yours,

Edward A. Hamilton

Edward A. Hamilton

Elizabeth B. Hamilton
by: Edward A. Hamilton

Elizabeth B. Hamilton

by: Edward A. Hamilton

SABINE COUNTY GENERAL FUND
ACCOUNTS PAYABLE LEDGER
03-10-95

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(BARC)		BARCHEERS COMMUNICATION					
61	03-01-95	CELLULAR PHONE	6500.6650	3801		-9	250.00
62	03-01-95	ON GLASS ANTENNA	6500.6650	3801		-9	18.00
Total							\$268.00
(BUTP)		UNISOURCE - LUFKIN					
9	02-21-95	CASE LOTION CLEANER	6310.4080	36116631		-19	54.00
10	02-21-95	MOP BUCKET & WRINGER	6310.4080	36116631		-19	58.00
11	02-21-95	CREDIT/SCOTT TISSUE	6310.4080	36101291		-19	-48.01
Total							\$63.99
(BWHF)		B & W HARDWARE & FURNITURE					
7	02-05-95	ADAPTER	6310.4080	100-91		-35	0.75
8	02-05-95	BROOM	6310.4080	100-91		-35	7.29
35	03-02-95	SLEDGE HAMMER	6106.4350	100-91		-8	15.50
36	03-02-95	TWO WEDGES	6106.4350	100-91		-8	14.90
37	01-26-95	4 PAIR OF GLOVES	6106.4350	100-96		-44	5.56
Total							\$44.00
(CAGR)		CAPITAL GRAPHICS, INC.					
1	03-02-95	THREE PRINTER RIBBON	6310.4030	9500240		-8	35.20
2	03-02-95	SHIPPING CHARGES	6310.4030	9500240		-8	3.62
3	02-23-95	PATCHES FOR BINDERS	6311.4030	9500224		-17	140.00
4	02-23-95	SHIPPING CHARGES	6311.4030	9500224		-17	5.22

(DGCW)		GROVER C. WINSLOW, M.D., P.A.			
85	02-07-95	VACCINATION/JOHNNY	6543.5600	5799	-33 65.00
86	02-07-95	VACCINATION/VICKY	6543.5600	5799	-33 65.00
87	02-07-95	VACCINATION/MARY	6543.5600	5799	-33 65.00
88	02-10-95	VACCINATION/REBA	6543.5600	5799	-30 65.00
89	02-10-95	VACCINATION/BOBBY	6543.5600	5799	-30 65.00
90	02-15-95	VACCINATION/WENDELL	6543.5600	5799	-25 65.00
91	02-15-95	VACCINATION/TOM	6543.5600	5799	-25 65.00
92	02-15-95	VACCINATION/JAMIE	6543.5600	5799	-25 65.00
93	02-15-95	VACCINATION/LARRY	6543.5600	5799	-25 65.00
94	02-15-95	VACCINATION/BRUCE	6543.5600	5799	-25 65.00
95	02-15-95	VACCINATION/CHARLES	6543.5600	5799	-25 65.00
Total					----- \$715.00

(DJRB)		JAMES R. BRUCE, M.D., F.C.A.P.			
30	02-12-95	AUTOSPY/BLANTON	6610.4090	170000	-28 600.00
31	02-12-95	TRANSPORT/BLANTON	6610.4090	170000	-28 110.00
32	02-12-95	AUTOSPY/MORRIS	6610.4090	170000	-28 600.00
33	02-12-95	TRANSPORT/MORRIS	6610.4090	170000	-28 110.00
34	02-12-95	CARBON MONOXIDE/MORR	6610.4090	170000	-28 87.50
Total					----- \$1,507.50

(DUWC)		DUNAGAN WAREHOUSE CORP.			
119	02-24-95	CAN PEACHES CLING 10	6542.5600	001231	-16 1.51
120	02-24-95	BUTTER 36 - SIX	6542.5600	001231	-16 9.06
Total					----- \$10.57

(EARL)		R. EARL LORD			
49	01-30-95	JASON R. DIXON	6531.4350	0	-40 125.00
50	01-30-95	RYAN K. LEE	6531.4350	0	-40 125.00
Total					----- \$250.00

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SABINE COUNTY GENERAL FUND
ACCOUNTS PAYABLE LEDGER
03-10-95

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
		EDGAR'S CONOCO					
(EDGA)							
101	02-16-95	FILTER & GREASE R67	6335.5600	5730514		-24	26.00
102	02-16-95	AIR FILTER R67	6451.5600	5730514		-24	10.95
103	02-21-95	FILTER & GREASE R62	6335.5600	5530646		-19	26.00
104	02-17-95	FILTER AND GREASE	6335.5600	5530698		-23	26.00
105	02-17-95	AIR FILTER	6335.5600	5530698		-23	10.95
106	02-06-95	FILTER & GREASE R66	6335.5600	5744977		-34	26.00
Total							\$125.90
		EAST SABINE SENIOR SERVICE					
(ESSS)							
27	03-09-95	UTILITY CONTRIBUTION 6614.4090	FEBRUARY			-1	100.00
Total							\$100.00
		EASTEX COMMUNICATIONS					
(ETEX)							
107	02-16-95	PARTS ON UNIT R67	6505.5600	017460		-24	36.25
108	02-16-95	LABOR ON UNIT R67	6505.5600	017460		-24	55.00
Total							\$91.25
		GALL'S INC.					
(GALL)							
109	02-15-95	THREE HOLE DC OUTLET	6500.5600	5000352		-25	12.95
110	02-15-95	SHIPPING & HANDLING	6500.5600	5000352		-25	14.85
111	02-16-95	2 MINOLTA ACCESS KIT	6500.5600	5000443		-24	33.95
112	02-16-95	SHIPPING & HANDLING	6500.5600	5000443		-24	4.95
113	02-18-95	NAVY UNIFORM TROUSER	6540.5600	5000930		-22	21.95
114	02-18-95	NAVY LONG SLEEVE SHI	6540.5600	5000930		-22	26.95
115	02-18-95	4 NAVY CLIP-ON TIE	6540.5600	5000930		-22	11.95

(MEMO)

74 02-01-95 TELETYPE

MEMOREX TELEX
6501.5600 0212191

-39 55.00

\$55.00

Total

(NAPH)

77 01-10-95 TREATMENT

NAPA AUTO PARTS - HEMPHILL
6451.5600 076304

-60 23.99

\$23.99

Total

(PAGE)

73 03-01-95 PAGER RENTAL

PAGING NETWORK OF BEAUMONT
6420.5600 A252740

-9 14.97

\$14.97

Total

(PHPL)

72 01-10-95 1000 BUS/CAL CARDS

PHILCO PLASTICS, LTD.
6325.5600 B31095

-60 86.00

\$86.00

Total

(PRPR)

PRAISES & PROMISES

63	02-08-95	FOUR BOXES DISKS	6480.6690	17161B
64	02-08-95	BINDER	6480.6690	17161B
65	02-08-95	DIVIDERS	6480.6690	17161B
96	02-14-95	BINDER	6310.5600	17169B
97	02-14-95	10 HANGING FILES	6310.5600	17170B
98	02-14-95	FILE	6310.5600	17170B
99	02-17-95	TWO FRAMES, LABELS	6310.5600	17178B
100	02-20-95	TWO BXS FILE JACKETS	6310.5600	17181B

-32	7.58
-32	9.98
-32	11.90
-26	1.99
-26	6.50
-26	6.95
-23	18.28
-20	49.98

Total

\$113.16

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ACCOUNTS PAYABLE LEDGER
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(QUAS)		QUADE'S AUTO SUPPLY					
38	02-02-95	OIL CAP	6106.4350	06394		-38	3.89
39	02-02-95	SPROCKET	6106.4350	06394		-38	12.95
40	02-02-95	CLUTCH	6106.4350	06394		-38	31.76
41	02-02-95	MIXING OIL	6106.4350	06394		-38	4.95
42	02-03-95	DEXTRON III	6106.4350	06412		-37	1.50
43	02-09-95	MASTER LINKS, FILE	6106.4350	06474		-31	4.05
44	02-16-95	SAW FILE, PULL ROPE	6106.4350	06538		-24	3.65
45	02-18-95	CHAIN, BOLT, BAR	6106.4350	06565		-22	45.56
46	02-20-95	SAW, CHAPS	6106.4350	06583		-20	677.91
47	02-25-95	BAR OIL, FILE, OIL	6106.4350	06568		-15	12.95

Total							\$799.17

(RARE)		THE RAMBLER/REPORTER					
20	02-01-95	153 WORD LEGAL	6455.4090	3089		-39	21.42
21	02-08-95	153 WORD LEGAL	6455.4090	3089		-32	21.42
22	02-22-95	134 WORD LEGAL	6455.4090	3089		-18	18.76
23	02-22-95	134 WORD LEGAL	6455.4090	3089		-18	18.76
24	02-22-95	109 WORD LEGAL	6455.4090	3089		-18	15.26

Total							\$95.62

(RELI)		THE RELIABLE CORPORATION					
52	01-20-95	CANON CALCULATOR	6310.4570	GGJ24000		-50	67.15

Total							\$67.15

(ROSU) ROGERS OFFICE SUPPLY

(TRIA)		TRIAD			
121	03-08-95 THREE BLACK RIBBONS	6310.4990	00024367	-2	95.85

Total					\$95.85

(TSDI)		TEXAS STATE DISTRIBUTORS INC.			
78	02-20-95 CUFF CASE	6540.5600	116582	-20	20.00
79	02-20-95 MAG POUCH	6540.5600	116582	-20	22.00
80	02-20-95 BATON HOLDER HG BLK	6540.5600	116582	-20	18.50
81	02-20-95 KEEPER HB BLK	6540.5600	116582	-20	10.16
82	02-20-95 FLASHLIGHT HOLDER	6540.5600	116582	-20	8.00
83	02-20-95 SAM BROWN BELT	6540.5600	116582	-20	43.00

Total					\$121.66

(WPCI)		WILLO PRODUCTS CO., INC.			
69	01-31-95 SWITCH	6500.5600	A57363	-40	37.85

Total					\$37.85

(XROX)		XEROX CORPORATION			
12	03-01-95 MAINTENANCE CHARGE	6500.4090	45510306	-9	312.50
13	03-02-95 RENTAL CHARGE	6500.4090	45586407	-8	129.50
14	03-02-95 1769 COPIES	6500.4090	45586407	-8	17.69
15	03-01-95 RENTAL FEE	6500.4090	45510305	-9	129.50
16	03-01-95 1272 COPIES	6500.4090	45510305	-9	12.72
17	03-01-95 LEASE AGREEMENT	6500.4090	56702705	-9	182.43
66	02-17-95 MONTHLY RENTAL FEE	6500.4090	45433514	-23	129.50

Total					\$913.84

Total of Ledger

\$12,841.00
=====

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SIGN HERE FOR PAYMENT APPROVAL

John L. Hyden
John L. Hyden
County Judge

SIGN HERE FOR PAYMENT APPROVAL

Keith C. Clark
Keith C. Clark
Commissioner, Pct. #1

SIGN HERE FOR PAYMENT APPROVAL

Charles Ellison
Charles Ellison
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Janice McDaniel
Janice McDaniel
County Clerk

SIGN HERE FOR PAYMENT APPROVAL

Lynn Smith
Lynn Smith
Commissioner, Pct. #2

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.
Will Smith Sr.
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT MARCH 13, 1995.

20	03-08-95	PAYMENT R15 OF 60	6653.6010	M401AC	-2	1,841.88
39	03-08-95	PAYMENT R6 OF 37	6653.6020	M410AB	-2	2,193.42
59	03-08-95	PAYMENT R20 OF 60	6653.6040	M309AD	-2	1,413.55
Total						<u>\$5,448.85</u>
(CTCH)		COAST TO COAST HOME & AUTO				
11	02-02-95	12 QUARTS PENNZOIL	6340.6010	1048064	-38	17.28
12	02-16-95	POP RIVETS, WASHERS	6657.6010	1047862	-24	3.47
Total						<u>\$20.75</u>
(DIDI)		DIESEL DIAGNOSTICS				
50	03-02-95	REPAIR MACK PUMP	6355.6030	1198	-8	1,150.00
51	03-02-95	R & R PUMP	6344.6030	1198	-8	145.00
Total						<u>\$1,295.00</u>
(DOPA)		DONALD PARKER				
94	03-09-95	REIMBURSE/CULVERT	4028.6020	0	-1	151.80
Total						<u>\$151.80</u>
(ECON)		ECONO SIGN & BARRICADE				
56	02-20-95	4 24" ALUM STOP SIGN	6657.6040	1276	-20	79.80
57	02-20-95	2 18X24 SPEED LIMIT	6657.6040	1276	-20	38.00
58	02-20-95	FREIGHT	6657.6040	1276	-20	7.60
Total						<u>\$125.40</u>
ETAC)		EAST TEXAS ASPHALT CO.				
1	02-25-95	COLD PATCH MIX	6378.6010	69679	-15	102.60
Total						<u>\$102.60</u>

SABINE COUNTY ROAD & BRIDGE
ACCOUNTS PAYABLE LEDGER
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Entry	Date	Description	Account R	Document	Stat	Due	Amount
		EASTEX COMMUNICATIONS					
(ETCO)							
2	02-17-95	PROGRAM PHONE	6657.6010	017461	-23		35.00
3	02-15-95	REPLACE SPEAKER	6652.6010	017451	-25		99.00
4	02-17-95	MOTOROLA BAG PHONE	6657.6010	016041	-23		285.00
53	02-28-95	GM300.VHF.45 W.2 CH	6652.6040	016073	-12		450.00

Total							\$869.00
		EAST TEXAS MILL SUPPLY					
(ETMS)							
26	02-07-95	GALLON ANTIFREEZE	6342.6020	37919	-33		6.04
27	02-07-95	FOUR FILTER	6356.6020	37919	-33		30.39
28	02-07-95	21 FILTERS,FUEL HOSE	6355.6020	37919	-33		125.17
29	02-07-95	DRAIN COCK	6355.6020	37927	-33		4.26
30	02-10-95	CREDIT/TWO HOSES	6357.6020	109923	-30		-93.03
47	02-03-95	BOLT,NUT,WASHER,INSU	6657.6030	37794	-37		14.91
48	02-14-95	SHOP TOWEL	6657.6030	38106	-26		4.26
49	02-14-95	ADAPTER	6355.6030	38106	-26		1.75

Total							\$93.75
		ETOX, INC. OF JASPER					
(ETOX)							
14	02-16-95	RENTAL INVOICE	6657.6010	02950238	-24		4.25

Total							\$4.25
		FED WOODS					
(FEWO)							
52	03-06-95	WELDING/TRAILER	6346.6040	R40	-4		40.00

54 02-09-95 15 INCH LOWBOY WHEEL 6366.6040 00016911

Total

-31 25.00

\$25.00

(HPTS)

HEMPHILL TIRE STORE

21 02-23-95 MOUNT 6365.6020 0042515
22 02-02-95 SWAP 6365.6020 0042322

-17 15.00

-38 7.50

Total

\$22.50

(ISBS)

INTERSTATE BILLING SERVICE

7 02-15-95 REPAIR SPEEDOMETER 6344.6010 J9147
8 02-15-95 CABLE, CLAMP, COVER 6355.6010 J9147
9 02-01-95 CREDIT/INSULATOR 6355.6010 L49028

-25 30.40

-25 40.69

-39 -26.18

Total

\$44.91

(JTGR)

J.T. GREENE TRUCK & EQUIPMENT

90 03-03-95 JASPER/ASSESS GRADAL 6357.6040 0540
91 03-02-95 REPAIR BOLTS & AXLE 6344.6040 0538

-7 30.00

-8 60.00

Total

\$90.00

(JTPI)

JASPER TRUCK PARTS INC.

88 02-10-95 LOCK RING 6355.6040 00005698
89 02-10-95 TWO PLUGS 6355.6040 00005698

-30 54.53

-30 3.40

Total

\$57.93

(LBAU)

L & B AUTO

92 02-15-95 MAJOR TUNE-UP 6344.6010 0090272
93 02-15-95 PARTS 6355.6010 0090272

-25 90.00

-25 163.00

Total

\$253.00

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Entry	Date	Description	Account R	Document	Stat	Due	Amount
(LCCO)		LUFKIN CREOSOTING COMPANY					
46	02-17-95	10 3X8 14FT CREO LUM	6375.6030	5318		-23	266.00
							<u>\$266.00</u>
		Total					

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(LESH)		LESLO SALES OF HEMPHILL					
5	02-13-95	SOLVENT CEMENT	6657.6010	40588		-27	2.29
6	02-13-95	4" CAP	6657.6010	40588		-27	4.89
75	02-03-95	15" CULVERT BAND	6370.6040	39473		-37	9.95
76	01-30-95	24X20 CULVERT	6370.6040	38780		-40	201.96
77	01-30-95	24X30 CULVERT	6370.6040	38780		-40	302.95
78	01-26-95	18X20 CULVERT	6371.6040	38484		-44	159.95
79	01-26-95	15X20 CULVERT	6371.6040	38484		-44	133.98
80	01-30-95	36X20 CULVERT	6370.6040	38773		-40	302.00
81	01-30-95	12X20 CULVERT	6370.6040	38773		-40	100.56
82	02-02-95	12X20 CULVERT	6371.6040	39316		-38	105.85
83	02-02-95	WATER HOSE, NOZZLE	6657.6040	39316		-38	19.71
84	02-02-95	WASHERS, EYE HOOKS	6657.6040	39316		-38	4.41
85	02-06-95	12X20 CULVERT	6371.6040	39698		-34	105.8
86	02-16-95	12X20 CULVERT	6370.6040	40893		-24	105.8
							<u>\$1,560.2</u>
		Total					

Entry	Date	Description	Account R	Document	Stat	Due	Amount
(LPSI)		LEHMAN'S PIPE & STEEL, INC.					
44	02-17-95	20' 4X4X1/4"	6375.6030	05742		-23	33.0
45	02-17-95	6 2" BPE	6375.6030	05742		-23	151.2
							<u>\$184.2</u>
		Total					

(TPCI)

TERRILL PETROLEUM

38	02-27-95	900 GALLONS DIESEL	6336.6020	31431		
41	02-06-95	265 GALLONS UNLEADED	6335.6030	31249	-13	700.65
42	02-06-95	500 GALLONS DIESEL	6336.6030	31249	-34	220.61
43	02-24-95	495 GALLONS DIESEL	6336.6030	31424	-34	388.75
60	02-07-95	27.5 GALLONS GAS	6335.6040	31266	-16	385.61
61	02-03-95	20 GALLONS GAS	6335.6040	31240	-33	21.85
62	02-28-95	10.1 GALLONS GAS	6335.6040	31447	-37	15.79
63	02-22-95	13.8 GALLONS GAS	6335.6040	31393	-12	8.29
64	02-17-95	22.1 GALLONS GAS	6335.6040	31352	-18	11.26
65	02-13-95	21.3 GALLONS GAS	6335.6040	31310	-23	17.13
66	02-10-95	450 GALLONS DIESEL	6336.6040	31295	-27	16.55
67	02-09-95	24.5 GALLONS GAS	6335.6040	31286	-30	345.38
68	02-24-95	5 GALLONS GAS	6335.6040	31423	-31	18.89
Total					-16	4.13

						\$2,154.89

(TSCC)

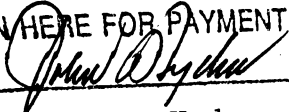
TEXAS STEEL CULVERT CO., INC.

23	02-21-95	18"DIA 16GA CULVERT	6371.6020	C-073873	-19	303.60
Total						-----
						\$303.60

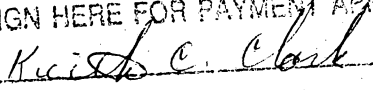
Total of Ledger

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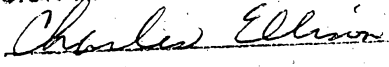
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John L. Hyden
County Judge

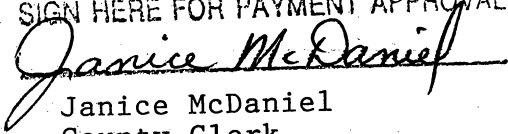
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Keith C. Clark
Commissioner, Pct. #1

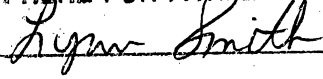
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Charles Ellison
Commissioner, Pct. #3

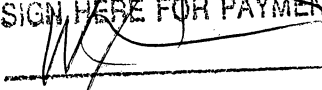
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Janice McDaniel
County Clerk

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Lynn Smith
Commissioner, Pct. #2

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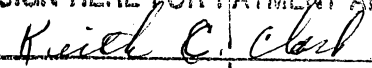

Will Smith Sr.
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT MARCH 13, 1995

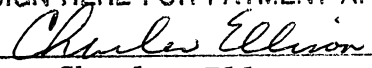
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John L. Hyden
Couty Judge

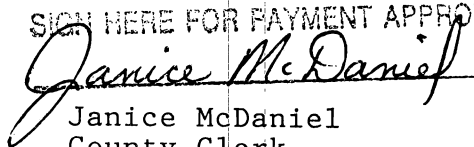
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Keith C. Clark
Commissioner, Pct. #1

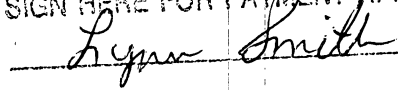
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Charles Ellison
Commissioner, Pct. #3

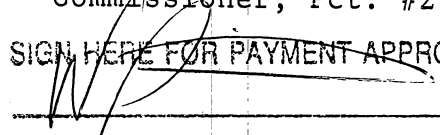
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Janice McDaniel
County Clerk

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Lynn Smith
Commissioner, Pct. #2

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Commissioner, Pct. #4

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SABINE COUNTY R&B SPECIAL III
ACCOUNTS PAYABLE LEDGER
03-10-95

031095
Page 1

Entry	Date	Description	Account R	Document	Stat	Due	Amount
		(ETMS) EAST TEXAS MILL SUPPLY					
14	02-10-95	BATTERY CABLE	607.6357	109975		-30	11.75
15	02-02-95	1/2 CLEVIS GRAB HOOK	607.6357	37771		-38	6.02
16	02-02-95	3/8 CLEVIS GRAB HOOK	607.6357	37771		-38	3.19
							<hr/>
Total							\$20.96
		(FEWO) FED WOODS					
6	03-02-95	WELDING/ROCK SCRATCH	607.6346	R39		-8	80.00
							<hr/>
Total							\$80.00
		(GSCF) GSC FEDERAL SURPLUS PROPERTY					
29	03-08-95	7 DRUMA OIL 10WT	607.6341	1850596		-2	525.00
							<hr/>
Total							\$525.00
		(HPTS) HEMPHILL TIRE STORE					
1	02-23-95	MOUNT & ROAD SERVICE	607.6365	0042521		-17	55.0
2	03-06-95	2 15.5X25 ROCKHUG	607.6365	0042641		-4	650.0
3	03-06-95	MOUNT	607.6365	0042641		-4	40.0
4	03-06-95	WASTE FEE	607.6365	0042641		-4	7.0
5	03-06-95	ROAD SERVICE	607.6365	0042641		-4	25.0
							<hr/>
Total							\$777.0

(TPCI)

TERRILL PETROLEUM CO., INC.

10	03-01-95	RANDO 68 1/55	607.6341	31282
11	02-27-95	900 GALLONS DIESEL	607.6336	31428
12	02-09-95	950 GALLONS DIESEL	607.6336	31284
13	02-09-95	STARPLEX R2 10/14	607.6341	31284

Total

-9	169.50
-13	700.65
-31	745.28
-31	12.50

\$1,627.93

Total of Ledger

\$4,922.68
=====

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John L. Hyden
John L. Hyden
County Judge

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Keith C. Clark
Keith C. Clark
Commissioner, Pct. #1

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Charles Ellison
Charles Ellison
Commissioner, Pct. #3

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Janice McDaniel
Janice McDaniel
County Clerk

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Lynn Smith
Lynn Smith
Commissioner, Pct. #2

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Will Smith Sr.
Will Smith Sr.
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT MARCH 13, 1995.



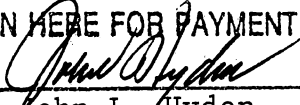
(CTCH)	COAST TO COAST HOME & AUTO		
3	02-03-95 SIX DURABOND 90	6300.6000	1048067
	Total		-37 46.14

			\$46.14
(HOFU)	HOME FURNISHINGS SELECTIONS		
1	02-20-95 SIX GALLONS PAINT	6300.6000	1033
	Total		-20 106.98

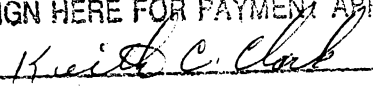
			\$106.98
(LESH)	LESLO SALES OF HEMPHILL		
5	02-26-95 SUPPLIES/RENOVATIONS	6300.6000	SABCO
	Total		-14 2,410.56

			\$2,410.56
	Total of Ledger		-----
			\$3,397.48
			=====

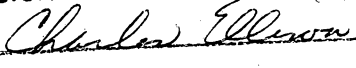
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John L. Hyden
County Judge

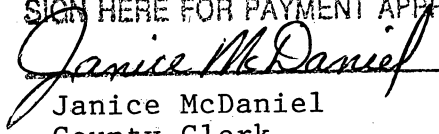
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Keith C. Clark
Commissioner, Pct. 1

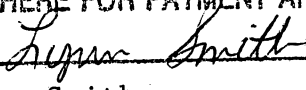
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Charles Ellison
Commissioner, Pct. #3

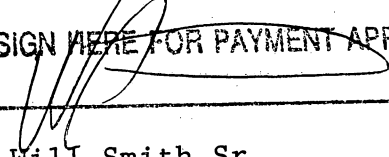
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Janice McDaniel
County Clerk

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Lynn Smith
Commissioner, Pct. #2

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Will Smith Sr.
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT MARCH 13, 1995.

Total

\$2,805.00

Total of Ledger

\$3,263.58

SIGN HERE FOR PAYMENT APPROVAL

John L. Hyden
John L. Hyden
County Judge

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Janice McDaniel
Janice McDaniel
County Clerk

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Keith C. Clark
Keith C. Clark
Commissioner, Pct. #1

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Lynn Smith
Lynn Smith
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Charles Ellison
Charles Ellison
Commissioner, Pct. #3

SIGN HERE FOR PAYMENT APPROVAL

Will Smith Sr.
Will Smith Sr.
Commissioner, Pct. #4

APPROVED FOR PAYMENT BY SABINE COUNTY COMMISSIONERS COURT MARCH 13, 1995.

THE STATE OF TEXAS
COUNTY OF SABINE
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE FILED AND
DULY RECORDED IN THE COMMISSIONERS COURT MINUTES OF SABINE
COUNTY, TEXAS.



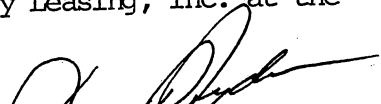
VOL. 2 PAGE
Janice McDaniel, County Clerk
by Louise Clark
DEPUTY

Vol 2 Pg 121

INVOICE

SOLD TO

SHIPPED TO

DATE 03/14/95	ORDER NO.	SALESMAN	TERMS Due upon receipt	SHIPPED VIA	PPD.	COLL.
QUANTITY	DESCRIPTION				PRICE	AMOUNT
	<p>Due for first (1st) payment out of sixty (60) monthly payments on Lease-Purchase #M503AB.</p> <p>Please make check payable to Capital City Leasing, Inc. at the above address.</p> 					\$739.17

and installation of the Equipment. Any delay in such delivery shall not affect the validity of this Lease. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. Unless Lessee notifies Lessor of a problem with the Equipment, Lessee's acceptance shall be deemed effective no later than thirty (30) days following delivery of the Equipment. Lessee shall evidence its acceptance of the Equipment by executing and returning to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"); notwithstanding the foregoing, in no event shall Lessee's failure to evidence its acceptance affect the validity of this Lease. Lessee hereby authorizes Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.

3. TERM. This Lease shall become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease shall commence on the date Lessee executes the Acceptance Certificate (the "Start Date") through the end of Lessee's fiscal year containing the Start Date and, unless earlier terminated as expressly provided for in this Lease, shall be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").

4. PAYMENTS. Lessee agrees to pay to Lessor or any Assignee (as defined in Section 22 below) the payments for the Equipment as set forth in Exhibit C (the "Payments"). A portion of each Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Payments shall be payable, without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and shall commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Payments shall be payable on the same date of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or forms or procedures required by Lessee as a condition precedent to payment shall be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date. To the extent permitted by applicable law, whenever any portion of a Payment is received by Lessor or its Assignee more than ten (10) days from the due date, Lessee shall pay to Lessor or its Assignee, on demand, the greater of twenty-five dollars (\$25.00) or five percent (5%) of such overdue amount (as a service and handling fee). EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. AUTHORITY AND AUTHORIZATION. Lessee represents, warrants and covenants that, subject to the good faith and fair dealing provisions of Paragraph 27, (a) it shall do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. LESSEE CERTIFICATION. Lessee warrants and covenants that (i) it is a governmental entity, agency, or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder, (ii) Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a governmental entity, agency, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, shall not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment shall not be used in a trade or business of any other person or entity; and (vi) Lessee shall complete and file on a timely basis, Internal Revenue Service form 8038g or 8038gc, as appropriate, in the manner set forth in Section 149(e) of the Code.

7. APPROPRIATIONS AND ESSENTIAL USE. Lessee reasonably believes that sufficient funds will be available to make all Payments during the Lease Term. Lessee intends to make the Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that: (a) the use

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of the Equipment is essential to its proper, efficient and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee has considered that this agreement contemplates a term of several fiscal periods and that newer improved equipment for Lessee's purpose may become available for purchase, lease, or use. Notwithstanding, the above, and to the extent permitted by law, Lessee commits not to replace said equipment in the event Lessee terminates this Lease.

8. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated, budgeted or otherwise available for the lease of the Equipment for any subsequent fiscal period in which the Payments for the Equipment are due under this Lease, then Lessee shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence. This Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period which appropriations were made without penalty, liability or expense to the Lessee of any kind, except to (i) the portions of the Payments therein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. In the event of such termination, Lessee agrees to peacefully surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with the manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor or its Assignee may exercise all available legal and equitable rights and remedies in taking possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (a) that if this Lease is terminated in accordance with the preceding paragraph, Lessee shall not purchase, lease or rent equipment which performs the same functions as, or functions taking the place of, those performed by the Equipment, and shall not permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee for the balance of the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter; and (b) that it shall not, during the Lease Term, give priority in the application of funds to any other functionally similar equipment. Lessee understands and agrees that Lessee's termination of this Lease shall not release Lessee of any obligation, representation or covenant arising or made prior to the termination date. In the event it is determined that the provisions of this paragraph conflict or contradict any other provision of the Lease such that the meaning or intent is unclear or ambiguous, then, in that event, the provisions of this paragraph will control over the provisions of any other paragraph herein.

9. LIMITATION ON WARRANTIES. LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR OR DISTRIBUTOR OF SUCH EQUIPMENT, AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS OR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have, express or implied, with respect to the Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise shall be made against the manufacturer. Lessor at its option, may provide in its purchase order that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 shall not be abated, impaired or reduced by reason of claims of Lessee with respect to the equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defect or otherwise.

10. TITLE; SECURITY AGREEMENT. Title to the Equipment is deemed to be with the Lessee so long as no Event of Default pursuant to Section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title shall revert immediately to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all rights, title and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or thereafter acquired, together with all rents, issues and profits therefrom; (b) agrees that this Lease may be filed as a financing statement evidencing such security interest.

6. **SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

7. **GOVERNING LAW.** This Lease is to be performed in Travis County, Texas, and shall be governed by the provisions hereof and by the laws of the State of Texas. Each party agrees to deal fairly with the other party and to act in good faith regarding the representation and provision contained herein and in the performance of this Lease.

8. **FURTHER ASSURANCES.** Lessee shall deliver to Lessor: (i) an opinion of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee shall execute or provide, as requested by Lessor, any documents and information which are reasonable necessary with respect to the transaction contemplated by this Lease. Lessee hereby authorizes Lessor to execute and file on behalf of Lessee and as Lessee's attorney-in-fact such UCC financing and continuation statements as Lessor deems necessary to secure its and/or its Assign's interest in the Equipment or this agreement.

9. **ENTIRE AGREEMENT.** This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto, and other documents and instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor.

10. **SEVERABILITY.** This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the State of Texas. If any provision of this Lease, or the application thereto to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

11. **WAIVER.** The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as waiver of any subsequent breach hereof.

12. **DESIGNATION.** In compliance with Section 149(a) of the Code, Lessee hereby designates Lessor to be its agent for the purposes of maintaining a bookkeeping system identifying the ownership or interest in and to this Lease and Lessor hereby accepts its duties as agent, hereunder.

SOR: Capital City Leasing, Inc.

LESSEE: County of Sabine
(Entity)

Signature: _____

Printed Name and Title: _____

Date: _____

purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but not the obligation, to pay said charges and taxes and seek reimbursement from Lessee, on demand therefor.

16. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligation to make the Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (the proceeds of any insurance recovery shall be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall: (a) replace the same with like equipment in good repair; or (b) include with the next Payment (i) all amounts owed by Lessee under this Lease, and (ii) an amount not less than the balance of the Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor shall provide Lessee with the pro rata amount of the Payment and the balance of the Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

17. INSURANCE. Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor. In no event shall the insurance limits be less than an amount equal to the balance of the Payments then remaining for the Lease Term. Each insurance policy shall name Lessee as an insured and Lessor or its assigns as additional insured and loss payee, as appropriate, and shall contain a clause requiring the insurer to give Lessee or its assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns, as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate of evidence of such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.

18. INDEMNIFICATION. In the event that Lessee is not a state or political subdivision thereof, within the meaning of Section 103 of the Code, or if Lessee, whether by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payment as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees to pay to Lessor, its Assignees and any participants with such, an additional amount which, together with the amount of interest to be paid by Lessee under this Lease, puts Lessor, its Assignees and any participants with such, in the same after-tax position they would have been in had such payments been excluded from the gross income of Lessor, its assignees and any participants with such under Section 103 of the Code. In addition, to the extent permitted by state law, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignee, or its assignee harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.

19. EVENTS OF DEFAULT. The term "Event of Default", as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for five days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee shall be in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.

20. REMEDIES. Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Payments which shall become due during the Lease Term to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to return the Equipment to Lessor at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its assignee for damage to property or otherwise; (c) sell or lease the Equipment of sublease it for the account of Lessee, holding Lessee liable for the difference between the purchase price or

5A. MAILING ADDRESS

5B. CITY, STATE

5C. ZIP CODE

6. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 6-7.)

1 Refurbished 1987 Mack Dump Truck Vin#: 1M2N179Y6HA006455

300 Engine, 6 Speed Transmission, double frame, 24.5 BUDDS, P/S, A/C, 12,000 Front Axle, 44,000 Rear Ends, dual tanks, and AM/FM radio.

Also includes: New Rods and mains in engine, new bushing pads and brakes on tandems, new king pins, and tie rods on steering, new tires, new 12-14 YD Davis Dump Body, and new paint and interior.

7. CHECK ONLY IF APPLICABLE 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED ☐ 7B. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. ☐ NUMBER OF ADDITIONAL SHEETS PRESENTED

8. CHECK APPROPRIATE BOX 8A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 8 ITEM: ☐ (1) ☐ (2) ☐ (3) ☐ (4) ☐ (5)

9. SIGNATURE(S) OF DEBTOR(S) *John Dyden, County Judge* THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)

Lessee: County of Sabine

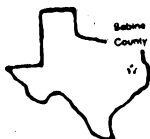
SIGNATURE(S) OF SECURED PARTY(IES)

Lessor: Capital City Leasing, Inc.

10. Return copy to:

NAME
ADDRESS
CITY
STATE
ZIP

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DWIGHT P. McDANIEL
Sabine County Attorney

SUSAN L. WEST
Secretary

THE STATE OF TEXAS
County Attorney
County of Sabine
P.O. Box 1783
Hemphill, Texas 75948

(409) 787-2988
FAX 787-2044

EXHIBIT D to
STATE AND MUNICIPAL LEASE/PURCHASE AGREEMENT

March 23, 1995

OPINION OF COUNSEL

RE: State and Municipal Lease/Purchase Agreement dated
_____, ("Lease") between Capital City
Leasing, Inc. ("Lessor") and Sabine County ("Lessee")

Gentlemen:

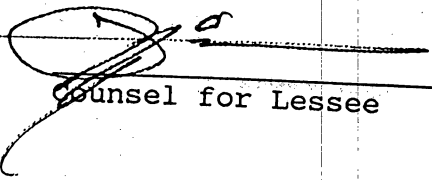
As counsel for Lessee, I have examined duly executed originals of the Lease and the proceedings taken by the Lessee to authorize and execute said Lease. Based upon such examination as I have deemed necessary and appropriate, I am of the opinion that:

1. Lessee is a duly created and validly existing state or fully constituted political subdivision or agency of the State of Texas and has the power and authority to enter into the Lease and carry out the terms thereof.
2. The interest component of the Rental Payments as set forth in Exhibit C to the Lease qualifies for exemption from federal income taxes by Lessor under Section 103 of the

usury statutes of the State.

6. The equipment (as defined in the Lease) constitutes personal property and when subjected to use by Lessee will not become fixtures under applicable law.
7. No litigation is pending or to the best of my knowledge threatened in any court or other tribunal, state or federal, relating to the validity of the Lease.
8. The signature of the official of Lessee which appears on the Lease and the attached documents is true and genuine; I know him to hold the office set forth below his name. Such official is duly authorized to execute the Lease and the attached documents. I have attached hereto a copy of such authorization.
9. The current fiscal period of Lessee ends on 09/30/95; the next succeeding fiscal period of Lessee ends on 09/30/96.

Very truly yours,


Counsel for Lessee

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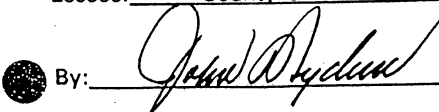
LOCATION OF EQUIPMENT

ADDRESS: Post Office Box 716
CITY: Hemphill COUNTY: Sabine
STATE: Texas ZIP: 75948

CERTIFICATION

Lessee hereby certifies that the description of the property set forth above and any additional addendums constitutes an accurate account of the Equipment as referred to in the Lease. The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is 5 years.

Lessee: County of Sabine (Municipal Entity)

By:  (Authorized Signature)

John L. Hyden, Sabine County Judge
(Printed Name and Title)

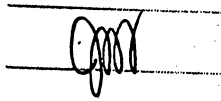
Date: 3/30/95

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9	/	/	\$739.17	\$198.97	\$540.20	\$33,757.27
10	/	/	\$739.17	\$195.70	\$543.47	\$33,164.38
11	/	/	\$739.17	\$192.41	\$546.76	\$32,568.93
12	/	/	\$739.17	\$189.10	\$550.06	\$31,970.89
13	/	/	\$739.17	\$185.78	\$553.39	\$31,370.27
14	/	/	\$739.17	\$182.43	\$556.74	\$30,767.04
15	/	/	\$739.17	\$179.06	\$560.11	\$30,161.19
16	/	/	\$739.17	\$175.67	\$563.49	\$29,552.73
17	/	/	\$739.17	\$172.27	\$566.90	\$28,941.62
18	/	/	\$739.17	\$168.84	\$570.33	\$28,327.87
19	/	/	\$739.17	\$165.39	\$573.78	\$27,711.45
20	/	/	\$739.17	\$161.92	\$577.25	\$27,092.37
21	/	/	\$739.17	\$158.42	\$580.74	\$26,470.60
22	/	/	\$739.17	\$154.91	\$584.26	\$25,846.14
23	/	/	\$739.17	\$151.38	\$587.79	\$25,218.98
24	/	/	\$739.17	\$147.82	\$591.34	\$24,589.09
25	/	/	\$739.17	\$144.25	\$594.92	\$23,956.48
26	/	/	\$739.17	\$140.65	\$598.52	\$23,321.12
27	/	/	\$739.17	\$137.03	\$602.14	\$22,683.01
28	/	/	\$739.17	\$133.39	\$605.78	\$22,042.14
29	/	/	\$739.17	\$129.72	\$609.45	\$21,398.49
30	/	/	\$739.17	\$126.03	\$613.13	\$20,752.05
31	/	/	\$739.17	\$122.33	\$616.84	\$20,102.80
32	/	/	\$739.17	\$118.59	\$620.57	\$19,450.75
33	/	/	\$739.17	\$114.84	\$624.33	\$18,795.87
34	/	/	\$739.17	\$111.07	\$628.10	\$18,138.15
35	/	/	\$739.17	\$107.27	\$631.90	\$17,477.58
36	/	/	\$739.17	\$103.44	\$635.72	\$16,814.15
=====			\$26,610.01	\$5,751.27	\$20,858.74	=====

Lessor:

Lessee:



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Lessee:

Lessor:

[Signature]

\$17,740.01 \$1,273.75 \$16,466.26

37	/	/	\$739.17	\$99.60	\$639.57	\$16,147.85
38	/	/	\$739.17	\$95.73	\$643.44	\$15,478.65
39	/	/	\$739.17	\$91.84	\$647.33	\$14,806.56
40	/	/	\$739.17	\$87.92	\$651.24	\$14,131.55
41	/	/	\$739.17	\$83.98	\$655.18	\$13,453.62
42	/	/	\$739.17	\$80.02	\$659.15	\$12,772.76
43	/	/	\$739.17	\$76.03	\$663.13	\$12,088.94
44	/	/	\$739.17	\$72.02	\$667.14	\$11,402.16
45	/	/	\$739.17	\$67.99	\$671.18	\$10,712.40
46	/	/	\$739.17	\$63.93	\$675.24	\$10,019.65
47	/	/	\$739.17	\$59.84	\$679.32	\$9,323.90
48	/	/	\$739.17	\$55.73	\$683.43	\$8,625.14
49	/	/	\$739.17	\$51.60	\$687.57	\$7,923.35
50	/	/	\$739.17	\$47.44	\$691.73	\$7,218.52
51	/	/	\$739.17	\$43.26	\$695.91	\$6,510.63
52	/	/	\$739.17	\$39.05	\$700.12	\$5,799.67
53	/	/	\$739.17	\$34.81	\$704.35	\$5,085.64
54	/	/	\$739.17	\$30.55	\$708.61	\$4,368.51
55	/	/	\$739.17	\$26.27	\$712.90	\$3,648.27
56	/	/	\$739.17	\$21.95	\$717.21	\$2,924.92
57	/	/	\$739.17	\$17.62	\$721.55	\$2,198.42
58	/	/	\$739.17	\$13.25	\$725.91	\$1,468.78
59	/	/	\$739.17	\$8.86	\$730.31	\$735.98
60	/	/	\$739.17	\$4.44	\$734.72	\$0.00

PAYMENT
DATE

PAYMENT
AMOUNT

INTEREST
PAID

PRINCIPAL
PAID

OPTION TO
PURCHASE

EXHIBIT C

GRAND TOTAL

\$44,350.02 \$7,025.00 \$51,375.02

WHEREAS, the source of funds in the current fiscal year's budget is sufficient and adequate for lease/purchase payments due under the Agreement. We expect and anticipate adequate funds to be available for all future lease/purchase payments after the current fiscal year for the following reasons: Ability to levy and collect advalorem taxes and receipts from other Government entities such as USFS.

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Capital City Leasing, Inc. for a period of 60 months, and be it further

RESOLVED, that an official of the Lessee be, and hereby is, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

RESOLVED, that pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

RESOLVED, the equipment as described in Exhibit "A" of such agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all of the equipment, which need is not temporary or expected to diminish in the foreseeable future. The equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the equipment was selected by us to be used as follows:

Maintenance of County Roads

WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this 20th day of March, 19 95

(Seal)

Lessee: County of Sabine
(Municipal Entity)
By: Janice McDaniel
(Signature of Secretary/Clerk)
Janice McDaniel
(Printed Name)

Capital City Leasing, Inc.

EXHIBIT F - VEHICLE ADDENDUM

BETWEEN CAPITAL CITY LEASING, INC. (LESSOR) AND COUNTY OF SABINE (LESSEE)
DATED , 19

Title - During the term of this Lease, and so long as Lessee is not in default, legal title to each Vehicle and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. In the event of termination, full and unencumbered legal title to the Vehicle(s) with respect to which Lessee's obligation is terminated shall pass to Lessor, and Lessee shall have no further interest therein. Upon termination of the Lease for any reason specified, full and unencumbered legal title to all Vehicles then subject to this Lease shall pass to Lessor. In such event Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence passage of legal title to each Vehicle to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of each Vehicle to Lessor.

Security Interest - Lessor shall have and retain a security interest in each Vehicle subject to this Lease, the proceeds thereof, and all repairs, replacements, substitutions and modifications thereto or thereof, in order to secure Lessee's payment of all Payments due during the Term of the Lease with respect thereto, and the performance of all other obligations required to be performed by Lessee.

Lessor shall have authority, upon filing of the Manufacturer's Certificate of Origin for each Vehicle with the State Department of Motor Vehicles, to require the department to note Lessor's security interest on its records and the Certificate of Title for the Vehicle, Lessee will join with Lessor in executing such financing statements and other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Vehicle. If requested by Lessor, Lessee shall conspicuously mark each Vehicle with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease with respect thereto, so as to clearly disclose Lessor's security interest in the Vehicle.

Upon full payments of all amounts due hereunder, Lessor or its assigns shall deliver to Lessee all documents necessary to release any and all security interests and liens of any nature caused by Lessor or at its direction.

Use of Vehicle(s) - Lessee agrees to use the Vehicle(s) in an appropriate manner and agrees to comply with all applicable laws, ordinances and regulations relating to the use or possession of the Vehicle(s).

Maintenance and Repairs - Lessee shall effect and bear the expense of all routine and major maintenance, repair and replacement.

Insurance - Lessee shall provide and maintain insurance coverage through an insurance company, in good standing and approved to do business in the State of Texas , on the Vehicle(s) in an amount not less than \$1,000,000.00 per unit, per occurrence for bodily injury and property damage and automobile physical damage coverage with a deductible of not more than \$500.00 per occurrence with a \$500.00 deductible limit per location. Lessee may elect to self-insure for the first \$500.00 for each occurrence. Lessee shall cause Lessor and its assignees to be named additional insured, or loss payee, as applicable upon any insurance policy issued. Lessee shall cause Certificates of Insurance to be issued to Lessor evidencing coverage.

Return of Property - If for any reason (including but not limited to, Lessee's default, or Lessee's termination) Lessor is entitled to possession of the Vehicle(s). Lessee shall deliver the Vehicle(s) to Lessor, at Lessee's expense, in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear excepted. Lessee shall be liable for and continue to make periodic payments for the use of the Vehicle(s) during the period between the event giving rise to Lessor's right of possession and the delivery.

Drivers - Lessee shall furnish and permit only qualified, trained, safe, licensed drivers to use the Vehicle(s) as provided in the Manufacturer's

- obligation(s):
- a ☐ Less than 5%
- b ☒ From 5% to 10%
- c ☐ More than 10%

8 Total issue price of the obligation(s) reported on line 5 that is/are:

a Obligation(s) issued in the form of a lease or installment sale

8a \$37,325.00

b Obligation(s) designated by the issuer under section 265(b)(3)(B)(i)(III)

8b

c Obligation(s) issued to refund prior issues

8c

d Loans made from the proceeds of another tax-exempt obligation

8d

9 Check box if issuer has elected to pay a penalty in lieu of rebate ☐

Please
Sign
Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature of officer

Date

John L. Hyden, County Judge
Type or print name and title

General Instructions

(Section references are to the Internal Revenue Code unless otherwise noted.)

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form 1 hr., 40 min.
Preparing the form 2 hr., 44 min.
Copying, assembling, and sending the form to the IRS 16 min.

* If you have comments concerning the accuracy of these time estimates or suggestions for making this form more simple, we would be happy to hear from you.

You can write to both the Internal Revenue Service, Attention: Reports Clearance Officer, T:FP, Washington, DC 20224; and the Office of Management and Budget, Paperwork Reduction Project (1545-0720), Washington, DC 20503. DO NOT send the form to either of these offices. Instead, see Where To File on page 2.

Purpose of Form

Form 8038-GC is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return.—Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000. However, an issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see line 9 instructions).

Filing a consolidated return.—For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one, consolidated Form 8038-GC; but a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Cat. No. 64108B

Form 8038-GC (Rev. 5-93)

YOU = PG 135

