

Special Session Commissioners' Court

Friday, December 1, 2006 2:30 p.m.

Members of the Court Present:

Jack Leath	County Judge
Keith Clark	Commissioner Pct. #1
Lynn Smith	Commissioner Pct. #2
Doyle Dickerson	Commissioner Pct. #3
Fayne Warner	Commissioner Pct. #4
Janice McDaniel	County Clerk

Judge Leath called the meeting to order.

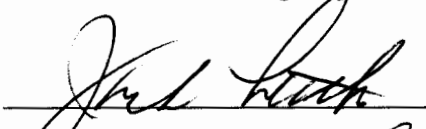

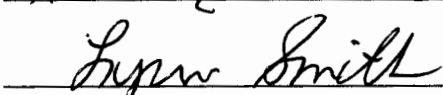
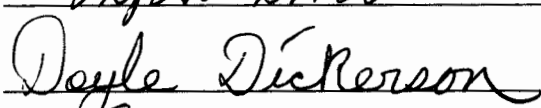
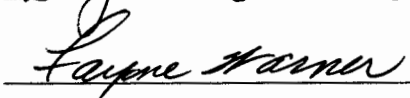
Agenda item #1-Take Action on Purchase of Forest Service Barn, Pct. #2

Judge Leath said he was told if we have to act now or a new appraisal will have to be done and we will have to pay for it. The price is \$20,100.00.

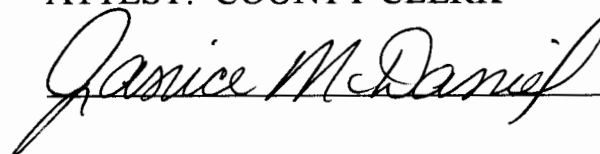
Commissioner Smith said he had hoped that someone from the Forest Service would be present in Court today. The people that are monitoring the wells have a couple of 55 gallon barrels in our oil room. They are labeled hazardous material or something like that. He said they need to pick these barrels up.

Commissioner Smith moved to purchase the old Yellowpine Work Site and authorize the County Judge to sign off on it. Commissioner Clark seconded. All voted for. Motion carried.

Commissioner Warner moved to adjourn. Commissioner Dickerson seconded. Meeting adjourned.

	JACK LEATH
	KEITH CLARK
	LYNN SMITH
	DOYLE DICKERSON
	FAYNE WARNER

ATTEST: COUNTY CLERK

	JANICE McDANIEL
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County of Sabine

P.O. Box 720
Hemphill, Texas 75948

Jack H. Leath, County Judge

Commissioners

Keith Clark	Precinct #
Lynn Smith	Precinct #
Doyle Dickerson	Precinct #
Fayne Warner	Precinct #

The Commissioners Court session on December 1, 2006 authorized the County Judge to sign all papers for purchasing the Old Yellowpine Worksite.

Jack Leath
Jack Leath, County Judge

Keith Clark
Keith Clark, Commissioner Pct. 1

Lynn Smith
Lynn Smith, Commissioner Pct. 2

Doyle Dickerson
Doyle Dickerson, Commissioner Pct. 3

Fayne Warner
Fayne Warner, Commissioner Pct. 4

Janice McDaniel
Janice McDaniel, County Clerk

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AN ORDER
OF THE
COMMISSIONERS COURT
OF
SABINE COUNTY
STATE OF TEXAS

FILED FOR RECORD
AT 2:40 O'CLOCK P.M.

DEC 13 2006

Janice M. Daniel
SABINE COUNTY CLERK
Clark

WHEREAS, upon motion of Commissioner Smith and seconded by Commissioner Clark, and unanimously adopted, the following Order was passed:

WHEREAS, the United States of America acting by and through its agency, the Forest Service, an agency within the United States Department of Agriculture (USDA) has agreed to sell the following tract of land to Sabine County, Texas, to-wit:

A tract containing 1.75 acres of land more or less, situated in Sabine County, Texas, and being more particularly described by metes and bounds in Exhibit A, together with improvements on the land.

The details for the sale are more particularly described in the Real Estate Purchase Contract and Sales Agreement, Old Yellowpine Work Center ("Purchase Contract"). The sales price is \$20,100;

WHEREAS, as a condition of selling the land, the Forest Service requires that Sabine County sign the Purchase Contract which imposes certain obligations upon Sabine County.

Under the terms of the Purchase Agreement, Sabine County agrees to indemnify the Forest Service:

- (a) from any loss, attorney's fees, expenses, or claims arising out of Sabine County's investigation of the land before closing;
- (b) from any liability with respect to any lead-based paint and/or asbestos-containing building material associated with the property; and,
- (c) subject to certain conditions as identified in the Purchase Contract, from liability for (i) any latent defects and from any liability for environmental problems affecting the property; (ii) environmental problems affecting the property arising as the result of Sabine County's own negligence or the negligence of Sabine County's representatives; and (iii) for environmental problems affecting the property arising as a result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective

date that would otherwise impose on sellers in this type of transaction new liabilities for environmental problems affecting the property.

These indemnification obligations will also be contained in the deed from the Forest Service to Sabine County, Texas. The details of these obligations and others are set out in the Purchase Contract.

The indemnification obligations and other obligations contained in the Purchase Contract are financial in nature or would require Sabine County to expend monies in order to comply with such obligations.

WHEREAS, Sabine County is a duly organized and functioning political subdivision of the State of Texas, acting by and through the Commissioners Court of Sabine County, Texas, and is empowered to comply with the requirements and obligations of the Purchase Contract and the deed conveying said 1.75-acre tract to Sabine County, Texas;

WHEREAS, Sabine County, Texas, desires to enter into the Purchase Contract with the Forest Service and to comply with the requirements and obligations imposed by that Contract and by the deed conveying said 1.75-acre tract to Sabine County, Texas;

NOW THEREFORE, in consideration of the premises, be it ORDERED by the Commissioners Court of Sabine County, Texas: .

a. The County Judge is authorized to sign the Purchase Contract with the Forest Service;

b. Sabine County agrees to be bound by the terms, conditions, requirements and obligations of the Purchase Contract. In addition, Sabine County further agrees to accept the deed conveying the 1.75-acre tract to Sabine County, Texas and agrees to be bound by the terms, conditions, requirements and obligations contained in said deed which are imposed upon Sabine County, Texas;

c. During each year while there is any liability by reason of the terms, conditions, requirements and obligations imposed by the Purchase Contract or by the deed upon Sabine County, the Commissioners' Court of Sabine County shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of said County, with full allowances being made for tax delinquencies and costs of tax collection, which will be sufficient to raise and produce the money required to pay

any sums which may be or become due during any such year, in no instance to be less than two (2%) per cent of such obligation, together with all interest thereon, because of the obligation herein assumed. Said rate and amount of ad valorem tax is hereby ordered to be levied and is hereby levied against all taxable property in said County for each year while any liability exists by reason of the obligations undertaken under the Purchase Contract and under the deed, and said ad valorem tax shall be assessed and collected each such year until all of the obligations herein incurred shall have been discharged and all liability hereunder discharged.

[date]

[signatures]

[attestation]

Jack Leath County Judge
Hyun Smith
Keith Clark
Layne Starnes
Doyle Dickerson

Dec. 1, 2006

Attest: County Clerk
Janice McDaniel

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UNITED STATES FOREST SERVICE
TRACT NO. S-71
1.75 ACRES
WILLIAM W. DAVIS SURVEY, ABSTRACT NO. 89
SABINE COUNTY, TEXAS

All that certain tract or parcel of land lying and situated in Sabine County, Texas, within the WILLIAM W. DAVIS SURVEY, ABSTRACT NO. 89, being out of and a part of that certain 22819 acre tract which was conveyed, as Tract No. S2k-I, from Temple Lumber Company to United States of America (USA) by deed dated December 27, 1935 and recorded in Volume 39, on Page 293 of the Deed Records of Sabine County, Texas, to which reference is hereby made for any and all purposes, and being described by metes and bounds as follows, to wit:

BEGINNING at Corner #1 of Tract #S-71, located on the boundary common to the said Davis Survey with that of the A. W. Walters Survey, Abstract No. 223, a standard U. S. Forest Service corner set for corner from which a 12" Pine bears S 79° W 18.15 feet, a 14" Pine bears S 53° W 23.43 feet, a 12" Pine bears S 61° W 30.48 feet (USBTs measured to center), U. S. Forest Service Class A monument (#S-329) found bears S 31° 02' 00" W 1411.30 feet, being located in the Northwest boundary line of that certain 3.207 acre tract which was conveyed from Mary Hammock Parker to Ella Fay Hammock Ashe by deed dated August 2, 2002 and recorded in Volume 0180, on Page 12 of the Official Public Records of Sabine County, Texas;

THENCE N 25° 49' 48" W at 296.28 feet pass on line a standard U. S. Forest Service corner set for reference corner from which a 7" Cherry bears S 42° W 21.15 feet, a 13" Pine bears S 07° E 15.50 feet, and a 15" Pine bears S 20° W 40.65 feet (USBTs measured to center), and in all 361.36 feet Corner #2 of Tract #S-71, a point located on the existing centerline of State Farm to Market Road No. 2426;

THENCE N 48° 24' 41" E with the existing centerline of State Farm to Market Road No. 2426, at 240.15 feet intersect the existing centerline of State Highway No. 87, a point for Corner #3 of Tract #S-71, from which a broken right of way monument found bears N 80° 53' 00" W 83.18 feet and a standard U. S. Forest Service corner set for reference bears S 10° 36' 52" W 102.20 feet witnessed by a 14" Pine bearing N 37° 54' W 128.07 feet, a 14" Pine bearing N 59° 24' W 127.04 feet, and a 16" Post Oak bearing N 45° 51' W 120.45 feet (USBTs measured to center);

THENCE S 29° 36' 44" E with existing centerline of State Highway No. 87, 264.87 feet to a point in same for Corner # 4 of Tract #S-71, from which Corner #5 of the Yellowpine Village Exception #2 (154.6 acres) bears N 31° 02' 00" E 700.67 feet, a 1/2" iron rod found bears S 32° 37' 24" W 36.17 feet, a fence corner bears S 55° 19' W 31.39 feet, and a standard U. S. Forest Service corner set for reference bears S 31° 02' 00" W 34.41 feet, witnessed by a 13" Pine bearing N 16° 29' E 109.29 feet, a 14" Water Oak bearing N 22° 39' E 101.78 feet, and a 20" Pine bearing S 70° 00' W 2.97 feet (USBTs measured to center);

THENCE S 31° 02' 00" W with the Northwest boundary line of said 3.207 acre tract, 296.88 feet to the place of beginning containing 1.75 acres of land, and as shown on a survey plat titled "United States Forest Service, Tract No. S71, 1.75 acres" dated January 23, 2003, by Everett Griffith Jr. & Associates, Inc.

Basis of Bearings: The Northwest boundary line of Exception No. 2 (Yellowpine Village) from the above referred to Tract No. S2k-I, which deed call is S 31° 02' W.

EVERETT GRIFFITH, JR. & ASSOCIATES, INC.
Engineering and Surveying

Kerry L. Lee
Kerry L. Lee (Signature in blue)
Registered Professional Land Surveyor
408 North Third
Lufkin, Texas 75901
(936) 634-5528
January 23, 2003
March 14, 2003 - Revised - added note



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