

**Tom Green County Commissioners' Court
December 16, 2003**

The Commissioners' Court of Tom Green County, Texas, met in Regular Session December 16, 2003 in the Edd B. Keyes Building, with the following members present:

- Clayton Friend, Commissioner of Precinct #1
- Karl Bookter, Commissioner of Precinct #2
- Jodie R. Weeks, Commissioner of Precinct #3
- Richard Easingwood, Commissioner of Precinct #4
- Michael D. Brown, County Judge

County Judge, Mike Brown, called the meeting to order at 8:02AM.

Judge Brown recessed the meeting at 8:02 to go into Closed/Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, and Subchapter D.

Judge Brown reconvened the meeting in Open Session at 9:28 AM.

The Pledge of Allegiance to the United States and the Texas flags were recited.

Judge Brown offered the invocation.

8. Commissioner Weeks moved to approve the Consent Agenda as presented.

Commissioner Bookter seconded the motion. The following items were presented:

- A. Approved the minutes from the last Regular meeting on December 9th, 2003.
- B. Approved the Minutes of the Accounts Allowable from December 10th – 16th, in the amount of \$917,069.66.
Purchase Orders from December 8th – 12th, 2003 in the amount of \$227,862.00
- C. Accepted Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>
ASBILL, Scott D.	RKR	New Hire	12/16/03	Stand-By	\$ 7.50 S/M

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF. DATE</u>	<u>GRADE /STEP</u>	<u>SALARY</u>
SAILER, Jim W.	Sheriff	New Hire	01/01/04	19/4	\$1,065.05 S/M
ESTES, W. A.	Sheriff	Promotion	01/01/04	20/4	\$1,119.97 S/M
WATSON, Joshua J.	CSCD (155)	Prom/Transfer	12/16/03	N/A	\$1,207.83 S/M
MCALISTER, John D.	CSCD (218)	Salary Increase	10/01/03	N/A	\$1,251.25 S/M
FRIEDA, Charles R.	CRTC (235)	Salary Increase	12/16/03	N/A	\$1,081.93 S/M
FRY, Gary D.	CRTC (235)	Salary Increase	12/01/03	N/A	\$1,029.55 S/M
WALKER, Billy Dean	CRTC (235)	Salary Increase	12/01/03	N/A	\$ 791.77 S/M
EVANS, Heath M.	Jail	Resignation	12/28/03	16/2	\$ 874.44 S/M
BAILEY III, Jim W.	RKR	Dropped	11/22/03	Stand-By	\$ 7.50 S/M

D. Accepted Extension Service Monthly Travel Report for November 2003 as a matter of record. (Recorded with these minutes).

E. Approved the sale of City Tax Foreclosure properties as follows:

- 1. Lot 7, Block 6, Mineola Addition, City of San Angelo to William A. Smith for \$2,000.00.
- 2. Lot 8, Block 75, Miles Addition, City of San Angelo to Adam & Norma Castillo for a sum of \$1,000.00.
- 3. Lots 1,4,5,6,7,8,9,10,12,13&14, Block 1, Avondale Addition, City of San Angelo to Lynn Donaho for a sum of \$3,000.00.

All voted in favor of the motion.

9. There was **No Action** from the Executive Session.
10. Becky Harris, Roy K. Robb Post Adjudication Center, reported that the population is now at 26. They have a brand new referral from Atacosa County.
11. **Judge Brown moved to authorize the collection of a \$15.00 fee, pursuant to HB 2292 Section 2165, for each divorce filed and distribute the funds to the 3 non-profit agencies, Assault Victim Services, ICD Family Shelter and the Children's Advocacy Center, that deal with domestic violence and child abuse. Commissioner Friend seconded the motion. Judge Brown, Commissioner Weeks and Friend voted in favor. Commissioners Easingwood and Bookter voted in opposition. The motion passed 3 to 2.**
12. **Commissioner Weeks moved to adopt a Resolution authorizing the placement of an Assistant District Attorney with the Rio Concho Multi-Agency Drug Enforcement Task Force and further authorizing County Judge Mike Brown to act as the authorized official for Tom Green County. Judge Brown seconded the motion. All voted in favor of the motion.** (Recorded with these minutes.)
13. **Commissioner Weeks moved to authorize the County Judge to enter into an Interlocal Contract with the City of San Angelo for the placement of an Assistant District Attorney with the Rio Concho Multi-Agency Drug Enforcement Task Force and the reimbursement of personnel related costs to the County as indicated by Exhibit "A" of the Interlocal Contract. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes for the record.)
14. Participation in the Texas Statewide VINE Program was **tabled until the December 23, 2003 meeting.**
15. **Commissioner Weeks moved to accept the ETJ (Extraterritorial Jurisdiction) Boundary as presented by the City of San Angelo as instructed by HB 1444 that was adopted by the 78th Legislation for regulating County Subdivisions and Land Use. Commissioner Friend seconded the motion and all voted in favor.** (Recorded with these minutes.)
16. The request for additional funding for the Tom Green County Sheriff's Crisis Intervention Unit to complete the fiscal year (8-31-04) was **tabled until December 23rd, 2003.**
17. The Consideration for the Mutual Aid Agreements between Tom Green County and the City of San Angelo was **tabled until December 23rd, 2003.**
18. **Commissioner Bookter moved for the standardization of all County owned handguns and upgrading all to the Glock 40 caliber handguns. Commissioner Easingwood seconded the motion and all voted in favor.**
19. There was **no other action** taken in regard to the Tom Green County Subdivision and Manufactured Home Community Rules and Regulations.
20. **There were no line item transfers.**

21. Future Agenda Items.

1. Consider Resolution authorizing State Comptroller to review Treasurers office and procedures.
2. Consider participating in the Texas Statewide VINE Program by the Attorney General and The Texas Legislature that provides free access to the nation's automated victim notification service to counties and crime victims throughout Texas.
3. Consider request for additional funding for the Tom Green County Sheriff's Crisis Intervention Unit.
4. Consider Mutual Aid Agreements between Tom Green County and City of San Angelo.
5. Executive Session.
6. Consider setting policy and procedures for Grant applications.
7. Consider a review of privacy issues and redactments.
8. Review the HIPAA Policy.

22. Announcements:

1. The offices and staff of the Auditor and the Treasurer were complimented.
2. The next Regular Meeting of the Commissioner's Court will be December 23rd, 2003.

3. An insurance reimbursement check was received for computer damage.

Judge Brown adjourned the meeting at 11:00AM.

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on December 16th, 2003.

I hereby set my hand and seal to this record December 23rd, 2003.

Elizabeth McGill, County Clerk and
Ex-officio Clerk of the Commissioners' Court

DATE: December 1, 2003		NAME: Kelly L. Ahrens		
CURRENT MONTHS CONTACTS				
TELEPHONE	OFFICE	SITE CONTACTS	NEWS ARTICLES	NEWSLETTERS
116	81	501		630
RADIO	TELEVISION	MAIL/EMAIL	PROGRAMS	TOTAL
		66	12=229	1394

MAJOR PLANS FOR NEXT MONTH: December 2003	
DATE	ACTIVITY
12/01	Complete Monthly Report
12/02	Complete BLT Report, Conference with PA concerning BLT issues
8-31	Annual Leave

TEXAS AGRICULTURAL EXTENSION SERVICE
The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: Kelly L. Ahrens	TITLE: CEA-FCS
COUNTY: Tom Green	MONTH: November 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
11/01	Concho County, Runnels County 4-H Food Shows-Judge	150		
11/02	Tom Green County 4-H Food Show	35		
11/03	FPM Supplies	22		
11/04	BLT Nutrition Program, Office supplies	15		
11/05	EEA Meeting, SAISD Cow Days	12		
11/06	Grape Creek EEA; Food Safety Program	36		
11/07	BSSF Program	10		
11/10	Low Vision Network Program; 4-H Nutrition Quiz Bowl Contest	28		
11/11	Ag-NR Interview	10		
11/12	Santa fe Crossing Program, Plaza del Sol	21		
11/13	District Office	16		
11/14	BSSF Program, District Office	20		
17-20	SALE-LE-San Antonio	416		
11/21	District Office-Performance Appraisal	16		
11/22	District 4-H Food Show-Abilene	185		
		992		

Other expenses (list) _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

TEXAS AGRICULTURAL EXTENSION SERVICE
 The Texas A&M University System

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT

NAME: BRANDON ASBILL	TITLE: CEA-4-H
COUNTY: Tom Green	MONTH: November 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
11/1	4-H Listening Session- ASU MIR Center	23		
11/2	County Food Show- MIR Center	23		
11/3	Pick up scales from Carey Sartain	31		
11/3	District office	19		
11/3	4-H county council/ adult leaders mtg- Fairgrounds	18		
11/7	Fairgrounds-secure pens	12		
11/9	Water Valley 4-H	55		
11/10	Wall- Pick up kids for Nutrition Quiz Bowl	60		
11/11	Twin Mtn 4-H mtg	4		
11/18	Shooting Sports mtg- Fairgrounds	13		
11/25	Area bee mtg	35		
11/25	Swine validation- Wall	32		
11/26	Swine validation- Wall	36		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		361	0	0

Other expenses (list) Personal cell phone use- 30 min @ \$.40= \$12.00

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

**TEXAS AGRICULTURAL EXTENSION SERVICE
THE TEXAS A&M UNIVERSITY SYSTEM**

MONTHLY SCHEDULE OF TRAVEL AND COUNTY COMMISSIONERS COURT REPORT



NAME: John Begnaud	TITLE: CEA - Hort.
COUNTY: Tom Green	MONTH: November 2003

DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
11/3,6,11,16	MASTER GARDENER PROJECT	286.2		
11/2,5	BEE MEETING & PREPARATION	71.0		
11/4,5,12,15	SAN ANGELO LANDSCAPE AUDITS	367.7		
11/26	PREPARE FOR PECAN SHOW	51.2		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		776.10		0

Other _____

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

*NOT CHARGED TO COUNTY TRAVEL

RESOLUTION

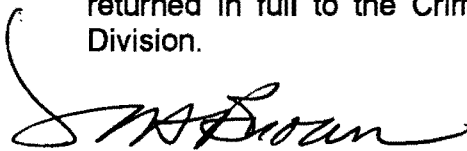
WHEREAS: The trafficking of narcotic drugs in and around Tom Green County, Texas is a matter of growing and continuing concern; and

WHEREAS: Funding is available through the Office of the Governor, Criminal Justice Division which would allow Tom Green County to place an Assistant District Attorney in the Rio Concho Multi-Agency Drug Enforcement Task Force; now therefore


BE IT RESOLVED: by the Tom Green County Commissioner's Court that the Honorable Michael D. Brown, Tom Green County Judge, is authorized to pursue an arrangement with the Rio Concho Multi-Agency Drug Enforcement Task Force for the placement of an Assistant District Attorney with the Rio Concho Multi-Agency Drug Enforcement Task Force using grant funds from the Office of the Governor, Criminal Justice Division and that said grant is prepared and submitted by the Rio Concho Multi-Agency Drug Enforcement Task Force; and

BE IT RESOLVED: by the Tom Green County Commissioner's Court that the Honorable Michael D. Brown is directed and authorized as the official to act on behalf of Tom Green County, Texas with regard to the grant application and is further directed and authorized to provide such additional information as is requested in regard to said application.

BE IT FURTHER RESOLVED: that in the event of loss and/or misuse of Office of the Governor, Criminal Justice Division funds, Tom Green County, Texas assures that the funds will be returned in full to the Criminal Justice Division.



MICHAEL D. BROWN, COUNTY JUDGE
Tom Green County, Texas



Elizabeth McGill
Tom Green County, Texas



INTERLOCAL CONTRACT

This Contract is entered into by and between TOM GREEN COUNTY, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY"), and the City of San Angelo, Texas, a home rule municipal corporation situated in Tom Green County, Texas, (hereinafter referred to as "CITY"), pursuant to V.T.C.A., Government Code §791.000 et seq.

WITNESSETH

WHEREAS, the CITY and the COUNTY have entered into a cooperative working agreement to carry out grant objectives of the Criminal Justice Division of the State of Texas (hereinafter referred to as "C.J.D."); and

WHEREAS, the CITY has been designated the primary grantee to receive and expend C.J.D. Funds; and

WHEREAS, COUNTY has contributed Fifteen Thousand Dollars (\$15,000.00) to the Fund; and WHEREAS, it is necessary that a portion of the C.J.D. grant funds be expended through the COUNTY as subgrantee; and

WHEREAS, the CITY and the COUNTY agree to abide by all provisions of the C.J.D. grant contract;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I.

PURPOSE

The purpose of this Contract is to allow the COUNTY to hire one Assistant District Attorney whose salary and fringe benefit costs are funded by the C.J.D. grant and to permit the CITY, as grantee, to reimburse the COUNTY for actual personnel related costs in accordance with a mutually agreed upon pay scale and not to exceed the budget attached hereto as Exhibit "A" and made a part hereof for all purposes.

ARTICLE II.

TERM

The term of this Contract is to commence on June 1, 2004, and to end May 31, 2005.

ARTICLE III.

CONSIDERATION

As consideration for this agreement, the CITY agrees to reimburse the COUNTY up to a total of \$75,995.73 in eligible personnel costs paid during the term of the agreement and in accordance with the limits of the budget attached hereto. Reimbursements will be made monthly after the COUNTY has provided such written reports and documentation as may be required by the CITY.

ARTICLE IV.

NO JOINT ENTERPRISE

This Contract is not intended to create a joint enterprise. By entering this Contract, the Parties are undertaking a governmental function or service the purpose of which is to further the public good. The parties do not jointly or severally have a pecuniary purpose or profit motive in executing or performing this Contract.

ARTICLE V.

AMENDMENTS

This Contract may be amended by the mutual agreement of the parties hereto in a writing to be attached to and incorporated into this Contract.

ARTICLE VI.

LEGAL CONSTRUCTION

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

ARTICLE VI.

ENTIRE AGREEMENT

This Contract supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other contract, statement, or promise relating to the subject matter of this Contract which is not contained herein shall be valid or binding.

EXECUTED IN TRIPPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 16 DAY OF Dec, 2003

CITY OF SAN ANGELO

BY: _____
Joseph W. Lown, Mayor

ATTEST:

Kathy Keane, City Clerk

TOM GREEN COUNTY:

BY: Michael D. Brown
Michael D. Brown, County Judge

ATTEST:

Elizabeth McGill
Printed Name: Elizabeth McGill
County Clerk
Tom Green County, Texas
Title: _____



EXHIBIT "A"

CITY OF SAN ANGELO - TOM GREEN COUNTY
CRIMINAL JUSTICE INTERLOCAL AGREEMENT BUDGET
JUNE 1, 2004 THROUGH MAY 31, 2005

<u>ITEM</u>	<u>ASSISTANT DISTRICT ATTORNEY</u>
Personnel Salaries	\$62,180.19
FICA/Medicare	4,756.78
Retirement	4,607.55
Worker's Compensation	323.33
Group Insurance	3,960.00
Unemployment Insurance	<u>167.88</u>
GRAND TOTAL	\$75,995.73

**AGREEMENT PROVIDING FOR SUBDIVISION REGULATION
BY THE CITY OF SAN ANGELO, TEXAS, WITHIN THE
EXTRATERRITORIAL JURISDICTION OF
THE CITY OF SAN ANGELO, TEXAS**

This Agreement is made by and between the City of San Angelo, Texas, a municipality located within Tom Green County, Texas (hereinafter "the City") and Tom Green County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by Section 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of land is a governmental function, as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land, both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

NOW, THEREFORE, In consideration of the mutual premises contained herein the parties to this Agreement hereby contract, covenant and agree as set forth below:

2. AGREEMENT


- 2.1 The City and the County agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in that part of the extraterritorial jurisdiction of the City which is described in the attached Exhibit "A" and which is incorporated herein by reference for all purposes, such described area is referred to hereinafter as the "Designated ETJ".
- 2.2 The City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the Designated ETJ, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its Designated ETJ, it will provide a copy of the amended rule or regulation to the County.
- 2.3 The City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its Designated ETJ, it will give note of the application or request to the County and provide the County an opportunity to comment on the application or request, before consideration of the application or request.
- 2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction.
- 2.5 The City specifically agrees that, because it desires to have the authority to regulate subdivisions of land within certain parts of the Designated EJT, the authority to do so is adequate consideration for the performance of its obligations under this Agreement.
- 2.6 The County specifically agrees that, because it does not desire the responsibility of regulating subdivisions of land within all of the Designated ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.
- 2.7 This Agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

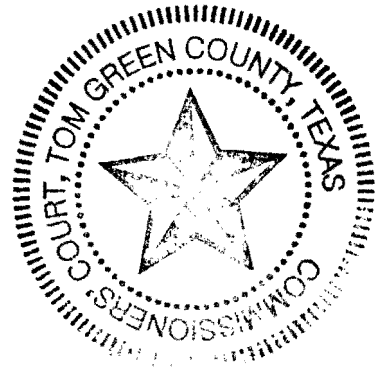
3. TERMS OF AGREEMENT

The term of this Agreement is for one year from the date of execution, after which the Agreement will renew automatically for another term unless terminated. Either party to this Agreement may terminate the Agreement at the end of any term without cause, by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this Agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the City and the County have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Tom Green County, Texas, on the 16th day of December, 2003.

by 
Mike Brown, County Judge, for the County



AGREED to and ADOPTED by the governing body for the City of San Angelo, Texas, on the 17th day of Feb, 2004.


by 
Joseph W. Lown, Mayor, for the City

EXHIBIT A

**THE SPECIFIC BOUNDARY OF THE DESIGNATED
EXTRATERRITORIAL JURISDICTION SURROUNDING THE
CORPORATE LIMITS OF THE CITY OF SAN ANGELO, TEXAS, IN
ACCORDANCE WITH STATE LAW**

BEGINNING at the northwest corner of the east half of Section 25 in Llano County School Land Survey Number 964 in Tom Green County, Texas, said corner being situated approximately one mile north and one-half mile west from the intersection of Grape Creek Road and North U.S. Highway 87 in northwestern Tom Green County;

THENCE eastward across the north boundaries of Sections 25, 16, 13, 6 and 5 (in said Llano County School Land Survey Number 964) to the east line of right-of-way for Texas Highway 208, the same said highway being a projection of Armstrong Street inside the City limits of San Angelo;

THENCE southward along the east line of right-of-way for Texas Highway 208, to the point where said right-of-way line intersects the north line of right-of-way available for Red Creek Road;

THENCE eastward along the north line of right-of-way available for Red Creek Road and continuing along a direct eastward projection therefrom, to a point in the approximate centerline of the stream bed for Red Creek;

THENCE downstream in a generally southeastern direction, following the approximate centerline of the stream bed for Red Creek, across rights-of-way for North U.S. Hwy. 277 and for North U.S. Hwy. 67, extending all the way to the point where said stream bed intersects the west line of right-of-way available for City Farm Road in eastern Tom Green County, Texas;

THENCE in a generally southward direction following the west and north boundaries of right-of-way for City Farm Road, to the point where said City Farm Road intersects the west boundary of J. Peters Survey No. 336 in Tom Green County, Texas;

THENCE southward along the west boundary of said J. Peters Survey No. 336, across the Concho River; and continuing further southward along the west boundary of J. Beekman Survey Number 155 in Tom Green County, to the point where said boundary intersects the north line of right-of-way for Farm-to-Market Highway 380, the same said highway being a projection of Pulliam Street inside the City limits of San Angelo;

THENCE in a generally east/northeast direction along the north line of right-of-way for Farm-to-Market Highway 380, to the point where said right-of-way line intersects a

direct northward projection from the east line of right-of-way available for Hohmann Road in eastern Tom Green County, Texas;

THENCE in a southward direction along said projected line, laterally across the width of right-of-way for Farm-to-Market 380, and continuing along the east line of right-of-way for Hohmann Road, to the north line of right-of-way available for an unnamed county road projecting perpendicularly east from Hohmann Road and situated generally north and west from Farm-to-Market Highway 388, the same said highway being a projection of Paint Rock Road inside the City limits of San Angelo;

THENCE in an eastward direction along the north line of said unnamed road's right-of-way, continuing in approximately the same eastward alignment along the north line of right-of-way for said Farm-to-Market Highway 388, to the point where said right-of-way line intersects a direct northward projection from the east line of right-of-way available for Olsak Road in eastern Tom Green County, Texas;

THENCE in a southward direction along said projected line, laterally across the width of right-of-way for Farm-to-Market Highway 388, and continuing along the east line of right-of-way available for Olsak Road, across the width of right-of-way for Farm-to-Market Highway 765; and,

THENCE, continuing in the same southward direction and along the east line of right-of-way available for Wilde Road, to the intersection of that right-of-way line (for Wilde Road) with the south boundary of a survey identified as Section 71 in S.P. Railroad Co. District 11 in Tom Green County, Texas, that same boundary believed to be on or near right-of-way for South U.S. Hwy. 87;

THENCE, westward along the south boundaries of surveys identified as Section 71 and 72 in S.P. Railroad Co. District 11 in Tom Green County, Texas, to a point where the south boundary of said Section 72 intersects the east line of right-of-way available for Mikulik Road in southeastern Tom Green County;

THENCE, southward along the east line of right-of-way available for Mikulik Road, to the point where that line intersects a direct westward projection from the south line of right-of-way available for Schwartz Road in south central Tom Green County;

THENCE, in a westward direction along said projected line, laterally across the width of right-of-way for Mikulik Road, and continuing along the south and east lines of right-of-way available for Schwartz Road, to a point where the south line of said right-of-way intersects the east line of right-of-way for South U.S. Hwy. 277 in south central Tom Green County;

THENCE, southward along the east line of right-of-way for South U.S. Hwy. 277, to the point where that line intersects the south boundary of Washington County School Lands

Survey Number 103, said point believed to be near the intersection of South U.S. Hwy. 277 with rights-of-way for Walling Pecan Road (extending east of Highway 277) and Ranch-to-Market Highway 584 which extends west from Highway 277 in southern Tom Green County, Texas;

THENCE in a westward direction along the south boundary of Washington School Lands Survey Number 103, extending across the width of right-of-way for South U.S. Hwy. 277, across the South Concho River and across the top of Twin Buttes Dam which retains the Twin Buttes Reservoir, all in all a distance of approximately 36,600 feet, to the point where said south boundary of Washington County School Lands Survey Number 103 (in Tom Green County) intersects a direct southward projection from the east boundary of a survey identified as Section 6 in Blind Asylum Lands of Tom Green County, which said survey lies approximately seven miles north from the south boundary of Washington County School Lands Survey Number 103;

THENCE in a northward direction along said projected line, laterally across the width of Twin Buttes Reservoir, to a point at the intersection of said line with the south or east line of right-of-way for Twin Buttes Marina Park Road;

THENCE continuing in a generally westward or northward direction along the south or east line of right-of-way for Twin Buttes Marina Park Road, to the point where said line intersects the south boundary of a survey identified as Section 6 in Blind Asylum Lands of Tom Green County, Texas;

THENCE in a westward direction along the south boundary of said Section 6 in Blind Asylum Lands of Tom Green County, Texas, to the southwest corner of said Section 6;

THENCE in a northward direction along the west boundary of said Section 6 in Blind Asylum Lands of Tom Green County, past the northwest corner of said Section 6 and continuing in the same northward direction along the west boundaries of surveys identified as Sections 1 and 2 in Orphan Asylum Lands of Tom Green County, to a point at the northwest corner of said Section Number 2 in Orphan Asylum Lands, the same being the northeast corner of Section Number 3 in Orphan Asylum Lands of Tom Green County, Texas; and

THENCE continuing in the same northward direction, laterally across the width of J.B. Dale Survey Number 1 in Tom Green County, Texas, to the most proximate point on the north boundary of said J.B. Dale Survey Number 1, the same point being on the south boundary of the survey known as Section 2 in H. & T.C. R.R. Co. Block 4 in Tom Green County, Texas;

THENCE in an eastward direction along the south boundary of said Section 2 in H. & T. C. R.R. Co. Block 4, to a point at the southeast corner of said Section 2, the same point

being the southwest corner of Section 1 in H. & T. C. R.R. Co. Block 4 in Tom Green County, Texas; and

THENCE continuing in the same eastward direction across the south boundary of said Section 1, to a point at the southeast corner thereof, the same point being at the southwest corner of A.B. & M. Survey Number 1 in Tom Green County, Texas;

THENCE in a northward direction along the west boundary of said A.B. & M. Survey Number 1 and continuing in the same northward direction along the west boundary of A.J. Taylor Survey Number 2, to a point at the northwest corner of said A.J. Taylor Survey Number 2 in Tom Green County, Texas;

THENCE in an eastward direction across the north boundary of the same A.J. Taylor Survey Number 2, to the point at which the north boundary of said Survey Number 2 intersects the west line of right-of-way for Farm-to-Market Highway 2288 in west central Tom Green County, Texas;

THENCE continuing in a northward direction with the west line of right-of-way for Farm-to-Market Highway 2288, to the point at which said right-of-way line intersects the northwest boundary of J.C. Bowman Survey Number 199 in Tom Green County, Texas;

THENCE in a northeastward direction along the northwest boundary of said J.C. Bowman Survey Number 199, past the northernmost northeast corner of said survey and continuing in the same northeastward direction across the width of O.C. Fisher Reservoir and along the northwest boundary of P. Wunderlich Survey Number 310 which said northwest boundary coincides with the southeast boundary of M. Engelman Survey No. 309 in Tom Green County, Texas, to the point where the northwest boundary of said P. Wunderlich Survey Number 310 intersects the southwest line of right-of-way available for Old Sterling City Highway (a.k.a. North Shore Drive) in northwest central Tom Green County, Texas;

THENCE in a northwestern direction with the southwest line of right-of-way available for Old Sterling City Highway, a.k.a. North Shore Drive, to the point where said right-of-way line intersects the approximate centerline of the stream bed for Bald Eagle Creek in northwestern Tom Green County, Texas;

THENCE in a generally northeastern direction, upstream and following the meanderings of the stream bed for Bald Eagle Creek, across the width of right-of-way for North U.S. Highway 87, to the intersection of said stream bed with the northeast line of right-of-way for North U.S. Highway 87;

THENCE in a generally southeast direction along the northeast line of right-of-way for North U.S. Highway 87, to the point where said line intersects a line dividing the east

and west halves of Section 25 in Llano County School Land Survey Number 964 in Tom Green County, Texas;

THENCE northward with the west boundary of the east half of said Section 25, the same being the east boundary of the west half of said Section 25, to the POINT OF BEGINNING at the northwest corner of the east half of Section 25 in Llano County School Land Survey Number 964 in Tom Green County, Texas.