



Everett Griffith, Jr. & Associates Inc.
ENGINEERS • SURVEYORS

January 16, 2019

Municipal Solid Waste Permits Section, MC124
Waste Permits Division
Texas Commission on Environmental Quality
P. O. Box 13087
Austin, TX 78711-3087

Re: Tyler County Waste Transfer Station
MSW Registration No. 40038; RN 101999969; CN 601098056
Transfer of Solid Waste Permit Registration

Dear Sir or Ma'am:

Tyler County has sold the Tyler County Transfer Station to James D. Broussard (CN605575695) and is requesting a transfer of the station's registration as per 30 TAC §305.64. The facility was sold in November, 2018. The name and addresses of the facility, current permittee, and the transferee are listed below:

Facility Info:	Tyler County Transfer Station (MSW No. 40038) 1921 County Road 1010 Woodville, Texas 75979
Current Permittee:	Tyler County, Texas 205 North Charlton Street Woodville, Texas 75979
Transferee:	James D. Broussard P.O. Box 395 Colmesneil, Texas 75938

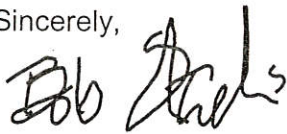
The following items and information are supplied required on the TCEQ *Procedures for Name Change or Transfer of Municipal Solid Waste Permit or Registration*:

1. Form TCEQ-20714: Correspondence Cover Sheet
2. Form TCEQ-20650: An updated Permit/Registration Modification and Temporary Authorization Application Form for an MSW Facility is included herewith with the following attachments:
 - An updated TCEQ Core Data Form which has been filled out for Mr. James Broussard as the new customer and Tyler County as the previous customer (as indicated in Item 6)

- Property legal description
 - Land ownership list and map for all landowners within 1/4 mile of the facility's boundaries.
 - Property owner affidavit
 - Evidence of Competency
 - Copy of the check in the amount of \$150 made payable to the Texas Commission on Environmental Quality's Financial Administration Division to cover application fees
3. Documentation that financial assurance will be maintained in the form of an *Application and Agreement for Irrevocable Letter of Credit*.
 4. Documentation from both parties supporting the transfer consisting of the following items:
 - Agreement for Use of TCEQ Permit
 - Copy of the October 10, 2018 meeting agenda for the Tyler County Commissioners Court with *Legal Notice to Bidders* attached
 - Copy of the November 7, 2018 meeting agenda for the Tyler County Commissioners Court with award for bids of sale for the facility listed.
 - Copy of the November 20, 2018 amended meeting agenda for the Tyler County Commissioners Court with award bid for sale of the facility listed.
 5. Property owner affidavit (included under Item 2 above)

Please note that a check was mailed under separate cover to the TCEQ's Financial Administration Division to cover the application fee for this RMA. If you have any questions, comments, or require any additional information regarding this project please feel free to contact me at (936) 634-5528 or via e-mail at bstaebs@everettgriffith.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Staehs", written in a cursive style.

Bob Staehs, P.E.

cc: Tyler County
Mr. James Broussard
TCEQ, Region 10 Office



CORRESPONDENCE COVER SHEET
WASTE PERMITS DIVISION
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Date: January 16, 2019
 Facility Name: Tyler County Transfer Station
 Permit or Registration No.: 40038

Nature of Correspondence:

- ☒ Initial/New
☐ Response/Revision*

*If Response/Revision, please provide previous TCEQ Tracking No.: n/a

(Previous TCEQ Tracking No. can be found in the Subject line of the TCEQ's response letter to your original submittal.)

This cover sheet should accompany all correspondences submitted to the Waste Permits Division and should be affixed to the front of your submittal as a cover page. Please check the appropriate box for the type of correspondence being submitted. For questions regarding this form, please contact the Waste Permits Division at (512) 239-2335.

Table 1 - Municipal Solid Waste

APPLICATIONS	REPORTS and RESPONSES
<input type="checkbox"/> New Notification	<input type="checkbox"/> Closure Report
<input type="checkbox"/> New Permit (including Subchapter T)	<input type="checkbox"/> Groundwater Alternate SRC Demonstration
<input type="checkbox"/> New Registration (including Subchapter T)	<input type="checkbox"/> Groundwater Corrective Action
<input type="checkbox"/> Major Amendment	<input type="checkbox"/> Groundwater Monitoring Report
<input type="checkbox"/> Minor Amendment	<input type="checkbox"/> Groundwater Statistical Evaluation
<input type="checkbox"/> Limited Scope Major Amendment	<input type="checkbox"/> Landfill Gas Corrective Action
<input type="checkbox"/> Notice Modification	<input type="checkbox"/> Landfill Gas Monitoring
<input type="checkbox"/> Non-Notice Modification	<input type="checkbox"/> Liner Evaluation Report
<input checked="" type="checkbox"/> Transfer/Name Change Modification	<input type="checkbox"/> Soil Boring Plan
<input type="checkbox"/> Temporary Authorization	<input type="checkbox"/> Special Waste Request
<input type="checkbox"/> Voluntary Revocation	<input type="checkbox"/> Other:
<input type="checkbox"/> Subchapter T Workplan	
<input type="checkbox"/> Other:	

Table 2 - Industrial & Hazardous Waste

APPLICATIONS	REPORTS and RESPONSES
<input type="checkbox"/> New	<input type="checkbox"/> Annual/Biennial Site Activity Report
<input type="checkbox"/> Renewal	<input type="checkbox"/> CfPT Plan/Result
<input type="checkbox"/> Post-Closure Order	<input type="checkbox"/> Closure Certification/Report
<input type="checkbox"/> Major Amendment	<input type="checkbox"/> Construction Certification/Report
<input type="checkbox"/> Minor Amendment	<input type="checkbox"/> CPT Plan/Result
<input type="checkbox"/> Class 3 Modification	<input type="checkbox"/> Extension Request
<input type="checkbox"/> Class 2 Modification	<input type="checkbox"/> Groundwater Monitoring Report
<input type="checkbox"/> Class 1 ED Modification	<input type="checkbox"/> Interim Status Change
<input type="checkbox"/> Class 1 Modification	<input type="checkbox"/> Interim Status Closure Plan
<input type="checkbox"/> Endorsement	<input type="checkbox"/> Soil Core Monitoring Report
<input type="checkbox"/> Temporary Authorization	<input type="checkbox"/> Treatability Study
<input type="checkbox"/> Voluntary Revocation	<input type="checkbox"/> Trial Burn Plan/Result
<input type="checkbox"/> 335.6 Notification	<input type="checkbox"/> Unsaturated Zone Monitoring Report
<input type="checkbox"/> Other:	<input type="checkbox"/> Waste Minimization Report
	<input type="checkbox"/> Other:

Facility Name: Tyler County Transfer Station
Permittee/Registrant Name: Tyler County
MSW Authorization #: 40038
Initial Submittal Date: January 2019
Revision Date: N/A



Texas Commission on Environmental Quality

Permit/Registration Modification and Temporary Authorization Application Form for an MSW Facility

1. Reason for Submittal

☒ Initial Submittal ☐ Notice of Deficiency (NOD) Response

2. Authorization Type

☐ Permit ☒ Registration

3. Application Type

☐ Modification with Public Notice ☐ Modification without Public Notice
☐ Temporary Authorization (TA) ☒ Modification for Name Change/Transfer

4. Application Fees

☒ Pay by Check ☐ Online Payment

If paid online, e-Pay Confirmation Number: N/A

5. Application URL

Is the application submitted for a permit/registration modification with public notice?

☒ Yes ☐ No

If the answer is "Yes", enter the URL address of a publicly accessible internet web site where the application and all revisions to that application will be posted in the space provided: [http:// www.co.tyler.tx.us](http://www.co.tyler.tx.us)

6. Confidential Documents

Does the application contain confidential documents?

☐ Yes ☒ No

If "Yes", cross-reference the confidential documents throughout the application and submit as a separate attachment in a binder clearly marked "CONFIDENTIAL."

Facility Name: Tyler County Transfer Station
MSW Authorization #: 40038

Initial Submittal Date: January 2019
Revision Date: N/A

7. General Facility Information

Facility Name: Tyler County Transfer Station
MSW Authorization No.: 40038
Regulated Entity Reference No.: 101999969
Physical or Street Address (if available): 1921 County Road 1010
City: Woodville County: Tyler State: Texas Zip Code: 75979
(Area code) Telephone Number: (409) 283-6712
Latitude: 30°45'27.79" N Longitude: 94°27'50.77" W

8. Facility Type(s)

☐ Type I ☐ Type IV ☒ Type V
☐ Type I AE ☐ Type IV AE ☐ Type VI

9. Description of the Revisions to the Facility

Provide a brief description of all revisions to the permit/registration conditions and supporting documents referred by the permit/registration, and a reference to the specific provisions under which the modification/temporary authorization application is being made. Also, provide an explanation of why the modification/temporary authorization is requested:

Tyler County sold the Tyler County Transfer Station to James D. Broussard (CN605575695). Therefore, a transfer of registration is being requested as per 30 TAC 305.64.

10. Facility Contact Information

Site Operator (Permittee/Registrant) Name: Tyler County, Texas

Customer Reference No. (if issued)*: CN 601098056

Mailing Address: 205 North Charlton Street

City: Woodville County: Tyler State: Texas Zip Code: 75979

(Area Code) Telephone Number: (409) 283-7623

E-mail Address: mdw75979@yahoo.com

TX Secretary of State (SOS) Filing Number: N/A

*If the Site Operator (Permittee/Registrant) does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Site Operator (Permittee/Registrant) as the Customer.

Operator Name¹: SAME AS "SITE OPERATOR (PERMITTEE/REGISTRANT)"

Customer Reference No. (if issued)*: CN

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-mail Address:

Charter Number:

¹If the Operator is the same as Site Operator/Permittee type "Same as "Site Operator (Permittee/Registrant)".

*If the Operator does not have this number, complete a TCEQ Core Data Form (TCEQ-10400) and submit it with this application. List the Operator as the customer.

Consultant Name (if applicable): Bob Staehs, P.E. (Everett Griffith, Jr. & Associates, Inc.)

Texas Board of Professional Engineers Firm Registration Number: F-1156

Mailing Address: P.O. Box 1746

City: Lufkin County: Angelina State: Texas Zip Code: 75902

(Area Code) Telephone Number: (936) 634-5528

E-Mail Address: bstaehs@everettgriffith.com

Agent in Service Name (required only for out-of-state): Not Applicable

Mailing Address:

City: County: State: Zip Code:

(Area Code) Telephone Number:

E-Mail Address:

11. Ownership Status of the Facility

Is this a modification that changes the legal description, the property owner, or the Site Operator (Permittee/Registrant)?

☒ Yes ☐ No

If the answer is "No", skip this section.

Does the Site Operator (Permittee/Registrant) own all the facility units and all the facility property?

☒ Yes ☐ No

If "No", provide the information requested below for any additional ownership.

Owner Name:

Street or P.O. Box:

City: County: State: Zip Code:

(Area Code) Telephone Number:

Email Address (optional):

Charter Number:

Facility Name: Tyler County Transfer Station
MSW Authorization #: 40038

Initial Submittal Date: January 2019
Revision Date: N/A

Signature Page

I, JACQUES L. BLANCHETTE, COUNTY JUDGE
(Site Operator (Permittee/Registrant)'s Authorized Signatory) (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature: Jacques L. Blanchette Date: 1/10/19

TO BE COMPLETED BY THE OPERATOR IF THE APPLICATION IS SIGNED BY AN AUTHORIZED REPRESENTATIVE FOR THE OPERATOR

I, _____, hereby designate _____
(Print or Type Operator Name) (Print or Type Representative Name)

as my representative and hereby authorize said representative to sign any application, submit additional information as may be requested by the Commission; and/or appear for me at any hearing or before the Texas Commission on Environmental Quality in conjunction with this request for a Texas Water Code or Texas Solid Waste Disposal Act permit. I further understand that I am responsible for the contents of this application, for oral statements given by my authorized representative in support of the application, and for compliance with the terms and conditions of any permit which might be issued based upon this application.

JACQUES L. BLANCHETTE
Printed or Typed Name of Operator or Principal Executive Officer

Signature: Jacques L. Blanchette

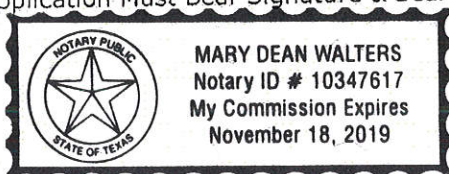
SUBSCRIBED AND SWORN to before me by the said JACQUES L. BLANCHETTE

On this 10th day of January, 2019

My commission expires on the 18 day of November, 2019

Mary D. Walters
Notary Public in and for THE STATE OF TEXAS

TYLER County, Texas
(Note: Application Must Bear Signature & Seal of Notary Public)



Facility Name: Tyler County Transfer Station
MSW Authorization #: 40038

Initial Submittal Date: January 2019
Revision Date: N/A

Permit/Registration Modification with Public Notice

(See Instructions for P.E. seal requirements.)

Required Attachments

Attachment No.

Land Ownership Map	N/A
Land Ownership List	N/A
Marked (Redline/Strikeout) Pages	N/A
Unmarked Revised Pages	N/A

Additional Attachments as Applicable- Select all those apply and add as necessary

- ☐ Signatory Authority
- ☐ Fee Payment Receipt
- ☐ Confidential Documents

Facility Name: Tyler County Transfer Station
MSW Authorization #: 40038

Initial Submittal Date: January 2019
Revision Date: N/A

Permit/Registration Modification without Public Notice or TA

(See Instructions for P.E. seal requirements.)

Required Attachments (for Modifications only)

Attachment No.

Marked (Redline/Strikeout) Pages

N/A

Unmarked Revised Pages

N/A

Additional Attachments as Applicable- Select all those apply and add as necessary

☐ Signatory Authority

N/A

☐ Fee Payment Receipt

N/A

☐ Confidential Documents

N/A

Permit/Registration Name Change/Transfer Modification

(See Instructions for P.E. seal requirements.)

Required Attachments

	Attachment No.
TCEQ Core Data Form(s)	1
Property Legal Description	2
Property Metes and Bounds Description	
Metes and Bounds Drawings	
On-Site Easements Drawing	
Land Ownership List	3
Land Ownership Map	3
Property Owner Affidavit	4
Verification of Legal Status	
Evidence of Competency	5

Additional Attachments as Applicable- Select all those apply and add as necessary

- ☐ Signatory Authority
- ☒ Fee Payment Receipt 6
- ☐ Confidential Documents
- ☐ Final Plat Record of Property, if platted
- ☐ Assumed Name Certificate

ATTACHMENT 1

TCEQ CORE DATA FORM



TCEQ Use Only

TCEQ Core Data Form

For detailed instructions regarding completion of this form, please read the Core Data Form Instructions or call 512-239-5175.

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)		<input checked="" type="checkbox"/> Other Registration Transfer
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 605575695		RN 101999969

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)	
<input type="checkbox"/> New Customer		<input type="checkbox"/> Update to Customer Information	
<input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)		<input checked="" type="checkbox"/> Change in Regulated Entity Ownership	
The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).			
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)		If new Customer, enter previous Customer below:	
Broussard, James D.		Tyler County, Texas	
7. TX SOS/CPA Filing Number	8. TX State Tax ID (11 digits)	9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
803147508	32068721052	832439415	
11. Type of Customer:	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other:	
12. Number of Employees		13. Independently Owned and Operated?	
<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following:			
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Owner & Operator			
<input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> Voluntary Cleanup Applicant <input type="checkbox"/> Other:			
15. Mailing Address:	James D. Broussard		
	P.O. Box 395		
	City	Colmesneil	State TX ZIP 75938 ZIP + 4
16. Country Mailing Information (if outside USA)		17. E-Mail Address (if applicable)	
N/A		james.b@localsanitation.com	
18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)	
(409) 224-1780		() -	

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected below this form should be accompanied by a permit application)	
<input type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input checked="" type="checkbox"/> Update to Regulated Entity Information	
The Regulated Entity Name submitted may be updated in order to meet TCEQ Agency Data Standards (removal of organizational endings such as Inc, LP, or LLC.)	
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)	
Tyler County Transfer Station	

23. Street Address of the Regulated Entity: (No PO Boxes)	1921 County Road 1010						
	City	Woodville	State	TX	ZIP	75979	ZIP + 4
24. County							

Enter Physical Location Description if no street address is provided.

25. Description to Physical Location:	14,400 feet west of the intersection of US Highway 190 and US Highway 69.						
26. Nearest City	Woodville				State	TX	Nearest ZIP Code
							75979
27. Latitude (N) In Decimal:	30.757719°			28. Longitude (W) In Decimal:	94.464103°		
Degrees	Minutes	Seconds		Degrees	Minutes	Seconds	
30°	45'	27.79" N		94°	27'	50.77" W	
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)		
4953			562212				
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)							
34. Mailing Address:	Tyler County Transfer Station						
	1921 County Road 1010						
	City	Woodville	State	TX	ZIP	75979	ZIP + 4
35. E-Mail Address:							
36. Telephone Number		37. Extension or Code		38. Fax Number (if applicable)			
() -				() -			

39. TCEQ Programs and ID Numbers Check all Programs and write in the permits/registration numbers that will be affected by the updates submitted on this form. See the Core Data Form instructions for additional guidance.

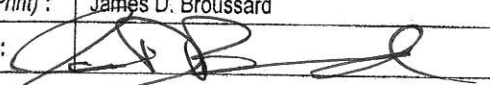
<input type="checkbox"/> Dam Safety	<input type="checkbox"/> Districts	<input type="checkbox"/> Edwards Aquifer	<input type="checkbox"/> Emissions Inventory Air	<input type="checkbox"/> Industrial Hazardous Waste
<input checked="" type="checkbox"/> Municipal Solid Waste	<input type="checkbox"/> New Source Review Air	<input type="checkbox"/> OSSF	<input type="checkbox"/> Petroleum Storage Tank	<input type="checkbox"/> PWS
<input type="checkbox"/> Sludge	<input type="checkbox"/> Storm Water	<input type="checkbox"/> Title V Air	<input type="checkbox"/> Tires	<input type="checkbox"/> Used Oil
<input type="checkbox"/> Voluntary Cleanup	<input type="checkbox"/> Waste Water	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

SECTION IV: Preparer Information

40. Name:	Bob Staehs		41. Title:	P.E.
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address	
(936) 634-5528		(936) 634-7989	bstaehs@everettgriffith.com	

SECTION V: Authorized Signature

46. By my signature below, I certify, to the best of my knowledge, that the information provided in this form is true and complete, and that I have signature authority to submit this form on behalf of the entity specified in Section II, Field 6 and/or as required for the updates to the ID numbers identified in field 39.

Company:	N/A	Job Title:	Owner
Name(In Print):	James D. Broussard	Phone:	(409) 224-1780
Signature:		Date:	1-7-19

ATTACHMENT 2

PROPERTY LEGAL DESCRIPTION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN
(GF No. 18-0647)

Date: December 27, 2018

Grantor: TYLER COUNTY

Grantor's Mailing Address:

100 Courthouse
Woodville, Tyler County, Texas 75979

Grantee: LOCAL SOLUTION ENTERPRISES, INC. DBA LOCAL SANITATION

Grantee's Mailing Address:

Post Office Box 395
Colmesneil, Tyler County, Texas 75938

Consideration:

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION including a note that is in the principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), and is executed by Grantee, payable to the order of COMMUNITYBANK OF TEXAS, N.A., Jefferson County, Texas. The note is secured by a vendor's lien retained in favor of COMMUNITYBANK OF TEXAS, N.A. in this deed and by a deed of trust from Grantee to Joe West, Trustee.

Property (including any improvements):

BEING a 4.448 acre tract of land situated in the James A. Blount League, Abstract No. 7, Tyler County, Texas, and being a part of a called 213 acre tract described in Volume 82, Page 211 Tyler County Deed Records (TCDR). The said 4.448 acre tract being the called 4.449 acre tract conveyed to Tyler County by Deed recorded in Volume 541, Page 30 Official Public Records Tyler County, Texas. Said 4.448 acres of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

- (A) Any appearing of record in Tyler County, Texas.
- (B) Grantor specifically understands and acknowledges that any and all mineral interest, or royalties therefrom, if any, owned by Grantor, are being conveyed hereby to Grantee.
- (C) GRANTEE ACCEPTS PROPERTY AND IMPROVEMENTS IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND OR NATURE, IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO MARKETABILITY, HABITABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY STATED IN THIS DEED.

The Vendor's Lien against and superior title to the property are retained until each Note described is fully paid according to its terms, at which time this Deed shall become absolute. COMMUNITYBANK OF TEXAS, N.A., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described herein. The vendor's lien and superior title to the property are retained for the benefit of COMMUNITYBANK OF TEXAS, N.A. and are transferred to that party without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.


GRANTOR:

TYLER COUNTY

BY: 
PRINTED NAME: JUDGE J. BLANCHETTE
TITLE: TYLER COUNTY JUDGE

GRANTEE:

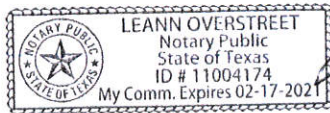
LOCAL SOLUTION ENTERPRISES, INC. DBA
LOCAL SANITATION

BY: 
PRINTED NAME: JAMES D. BROUSSARD
TITLE: PRESIDENT

THE STATE OF TEXAS
COUNTY OF TYLER

§
§

The foregoing Warranty Deed with Vendor's Lien was acknowledged before me by the said JUDGE J. BLANCHETTE, TYLER COUNTY JUDGE, on behalf of TYLER COUNTY, on December 27, 2018.

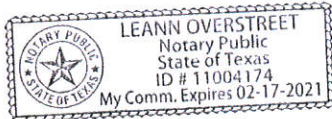



NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF TYLER

§
§

The foregoing Warranty Deed with Vendor's Lien was acknowledged before me by the said JAMES D. BROUSSARD, PRESIDENT of LOCAL SOLUTION ENTERPRISES, INC. DBA LOCAL SANITATION a Texas Corporation, on behalf of said corporation, on December 27, 2018.




NOTARY PUBLIC, STATE OF TEXAS

After Recording Return to:

Tyler County Title, LLC
318 West Dogwood
Woodville, Texas 75979

Prepared in the Law Office of:

T. Alan Hart
P.O. Box 2047
Jasper, Texas 75951

EXHIBIT A

OGDEN SURVEYING LLC
685 CR 2050, WOODVILLE TEXAS 75979, (409) 283-2033
Firm Registration No. 10000800

4.448 Acre Tract
James A. Blount League A-7
Tyler County Texas

Field note description of a 4.448 acre tract of land situated in the James A. Blount League, Abstract 7, Tyler County Texas and being a part of a called 213 acre tract described in Volume 82 Page 211 Tyler County Deed Records (TCDR). The said 4.448 acre tract being the called 4.449 acre tract conveyed to Tyler County by deed recorded in Volume 541 Page 30 Official Public Records Tyler County (OPRTC) The said 4.448 acre tract being more particularly described as follows:

Bearings are based on the south line of said called 4.449 acre tract described in Volume 541 Page 30 OPRTC called
S 80 deg 15' 18" W
Set 1/2" iron rods are capped "RPLS 5217".

Beginning at a 1/2" iron rod set in the south right of way of County Road 1010 for the northeast corner of said 4.449 acre tract and being S 54 deg 03' 55" W from a point in the center of said County Road 1010 and east line of said 213 acre tract for the northwest corner of the Stanley called 13.6 acre tract described in Volume 108 Page 157 TCDR, from said northwest corner a 24" hickory (orig) Bears S 73 deg E 39.1 feet;

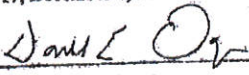
Thence S 09 deg 45' 50" E 583.46 feet with the east line of said 4.449 acre tract to a 1/2" iron rod found for the southeast corner of said 4.449 acre tract;

Thence S 80 deg 15' 18" W 338.96 feet with the south line of said 4.449 acre tract to a 1/2" iron rod found for the southwest corner of said 4.449 acre tract;

Thence N 09 deg 45' 50" W 574.90 feet with the west line of said 4.449 acre tract to a 1/2" iron rod found on the south right of way of County Road 1010 for the northwest corner of said 4.449 acre tract;

Thence with the north line of said 4.449 acre tract and south right of way of County Road 1010 as follows:
N 84 deg 19' 34" E 119.21 feet set a 1/2" iron rod
N 80 deg 20' 52" E 72.90 feet set a 1/2" iron rod
N 73 deg 36' 37" E 148.15 feet to the Place of Beginning containing 4.448 acres of land more or less.

These field notes are based on a plat and on the ground survey made by Donald E. Ogden, Registered Professional Land Surveyor No. 5217, December 4, 2018.


Donald E. Ogden RPLS 5217



AFFIDAVIT AS TO DEBTS AND LIENS

THE STATE OF TEXAS

§
§
§

COUNTY OF TYLER

GF # 18-0647

BEFORE ME, the undersigned authority, on this day, personally appeared the undersigned (hereinafter called Affiant) (whether one or more) and each on his oath, deposes and says, as follows:

1. Affiant is the owner of the following described property, to-wit:

Being a 4.448 acre tract of land situated in the James A. Blount League, Abstract No. 7, Tyler County, Texas, and being a part of a called 213 acre tract described in Volume 82, Page 211 Tyler County Deed Records, (TCDR). The said 4.448 acre tract being the called 4.449 acre tract conveyed to Tyler County by Deed recorded in Volume 541, Page 30 Official Public Records Tyler County (OPRTC).

2. Affiant is desirous of selling the above described property and has requested **Tyler County Title, LLC d/b/a Tyler County Title**, agent for **Alamo Title Insurance**, to issue a title policy guarantying the title of same to his purchaser.
3. In connection with the issuance of such policy, Affiant makes the following statement of facts:
- a. That Affiant owes no past due Federal or State taxes and that there are no delinquent Federal assessments presently existing against Affiant, and that no Federal or State Liens have been filed against Affiant.
 - b. That there are no delinquent State, County, City, School District, Water District or other governmental agency taxes due or owing against said property and that no tax suit has been filed by any State, County, Municipal Water District or other governmental agency for taxes levied against said property.
 - c. All labor and material used in the construction of improvements or repairs, if any, on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or repairs, if any, or the property upon which same are situated, and Affiant hereby declares that all sums of money due for the erection of improvements or repairs, if any, have been fully paid and satisfied and there are no Mechanic's or Materialmen's liens against the hereinabove property.
 - d. That no paving assessments or lien has been filed against the hereinabove described property, and Affiant owes no paving charges.
 - e. That there are no judgment liens filed against Affiant.
 - f. That there are no suits pending against Affiant in Federal or State Court.
 - g. That Affiant knows of no adverse claim to the hereinabove described property and that so far as Affiant knows there are no encroachments or boundary conflicts.
 - h. That there are no outstanding home improvements loans, recorded or unrecorded, except as follows:
None
 - i. That Affiant has not heretofore sold, contracted to sell or conveyed any part of said property other than in connection with this sale.

- j. No unpaid debts for electric or plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interests on such property secured by financing statements, security agreement or otherwise except the following:

Secured Party

Approximate Amount

None

- k. No loans of any kind on such property except the following:

Creditor


Approximate Amount

None

4. Affiant recognizes that but for the making of the hereinabove statements of fact relative the hereinabove described property **Tyler County Title, LLC d/b/a Tyler County Title** would not issue a title policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

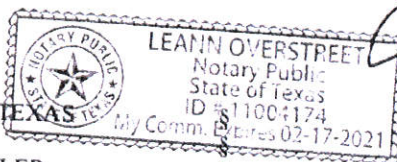
WITNESS my hand this the 27th day of December, 2018.

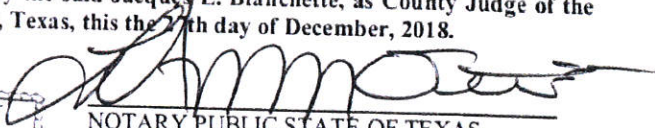
County of Tyler, Texas


By Jacques L. Blanchette, as County Judge

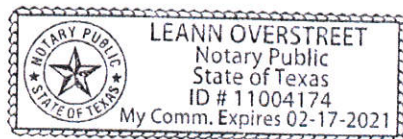
SWORN TO AND SUBSCRIBED BEFORE ME, by the said Jacques L. Blanchette, as County Judge of the County of Tyler, Texas, at Woodville, Tyler County, Texas, this the 27th day of December, 2018.

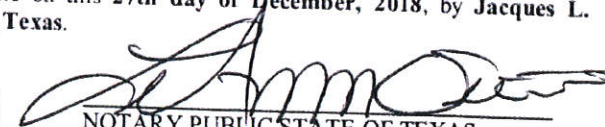
THE STATE OF TEXAS
COUNTY OF TYLER




NOTARY PUBLIC STATE OF TEXAS

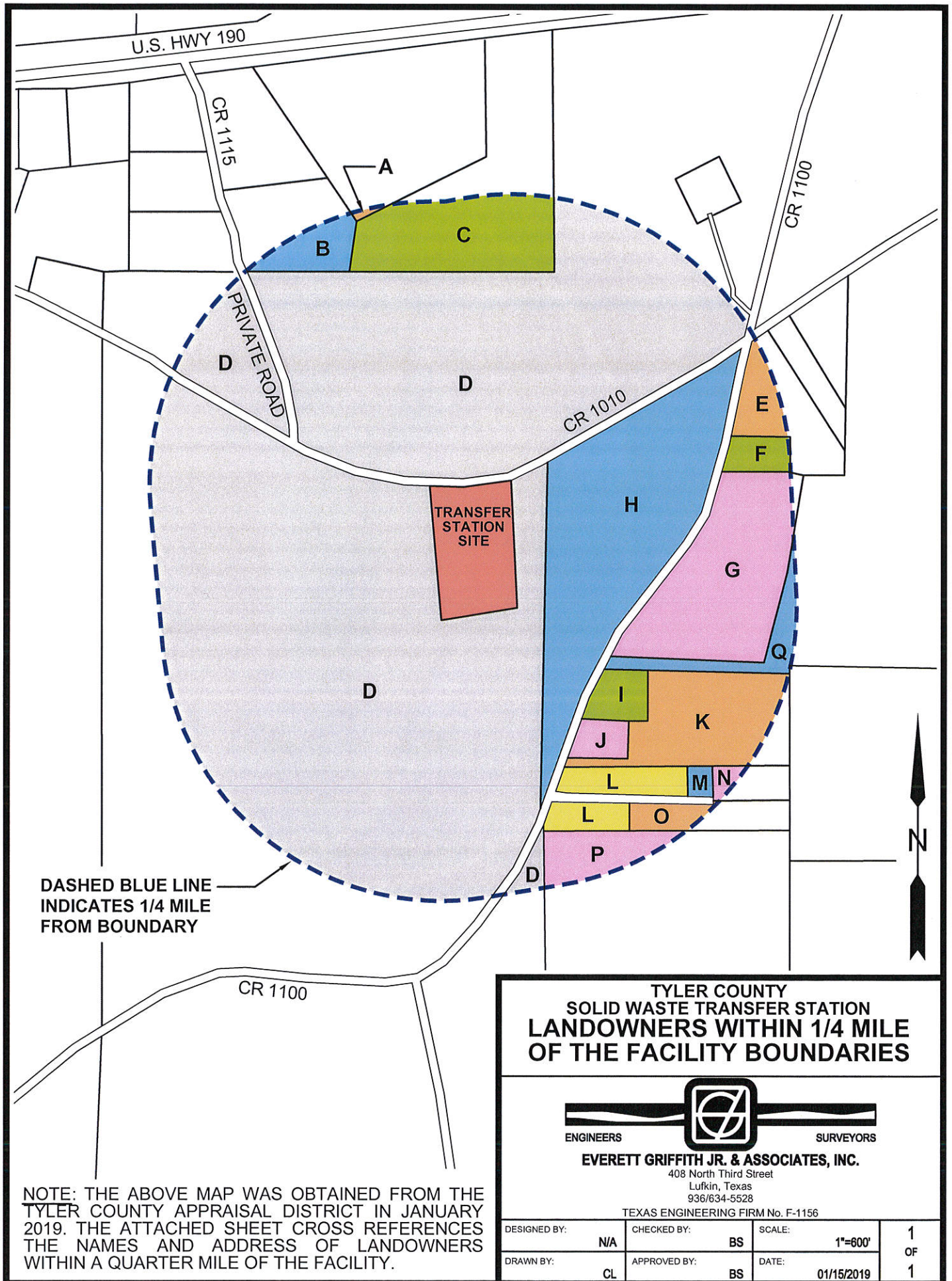
This instrument was acknowledged before me on this 27th day of December, 2018, by Jacques L. Blanchette, as County Judge of the County of Tyler, Texas.




NOTARY PUBLIC STATE OF TEXAS

ATTACHMENT 3

LAND OWNERSHIP LIST AND MAP



**TYLER COUNTY
SOLID WASTE TRANSFER STATION
LANDOWNERS WITHIN 1/4 MILE
OF THE FACILITY BOUNDARIES**



ENGINEERS

SURVEYORS

EVERETT GRIFFITH JR. & ASSOCIATES, INC.

408 North Third Street
Lufkin, Texas
936/634-5528

TEXAS ENGINEERING FIRM No. F-1156

DESIGNED BY:	N/A	CHECKED BY:	BS	SCALE:	1"=600'	1 OF 1
DRAWN BY:	CL	APPROVED BY:	BS	DATE:	01/15/2019	

LIST OF LANDOWNERS WITHIN 1/4 MILE OF THE TYLER COUNTY SOLID WASTE TRANSFER STATION

The following names and addresses pertain to land owners within 1/4 mile of the Tyler County Solid Waste Transfer Station. These names are cross referenced with the attached Landowner Map. This information was obtained from the Tyler County Appraisal District website in January 2019.

- | | |
|---|---|
| A. STATE OF TEXAS | M. LEVY JAMES DEREK
1001 CARLA KAY
BELTON, TX 76513 |
| B. WILSON RITA KAY
189 CR 1115
WOODVILLE, TX 75979 | N. HUFF BOBBY R L SR
% STEPHEN L HUFF
1910 PIERCE
BEAUMONT, TX 77703 |
| C. STURROCK CONNIE R
1621 HWY 190 W
WOODVILLE, TX 75979 | O. CGDG INVESTMENTS LLC
505 US HWY 190 W
WOODVILLE, TX 75979 |
| D. 730 TEXAS TIMBERLANDS II LTD
%GREENWOOD RESOURCES INC
1500 SW 1ST AVENUE, STE 1150
PORTLAND, OR 97201 | P. RESTIVO DAVID JAMES
P O BOX 1404
MONT BELVIEW, TX 77580 |
| E. PHILLIPS PATRICIA LOWE
463 CR 1100
WOODVILLE, TX 75979 | Q. MUIR JAMES C & JANET A
1511 CR 1010
WOODVILLE, TX 75979 |
| F. ROGERS RUTH
505 CR 1100
Woodville, TX 75979 | |
| G. BERRY DANNY L
703 CR 1100
WOODVILLE, TX 75979 | |
| H. MCKINNEY LEWIS & NOVIA
650 CR 1100
WOODVILLE, TX 75979 | |
| I. BERRY DANNY L
703 CR 1100
WOODVILLE, TX 75979 | |
| J. PIERSON MARY
703 CR 1100
WOODVILLE, TX 75979 | |
| K. LARSON ROBERT E JR
196 CR 4478
WARREN, TX 77664 | |
| L. HINSON BILLY GENE JR
210 DUFF DR
PORT ARTHUR, TX 77642 | |

ATTACHMENT 4

PROPERTY OWNER AFFIDAVIT

PROPERTY OWNER AFFIDAVIT

"I, James D. Broussard, (Property Owner), acknowledge that the State of Texas may hold me either jointly or severally responsible for the operation, maintenance, and closure and post-closure care of the facility. For a facility where waste will remain after closure, I acknowledge that I have a responsibility to file with the county deed records an affidavit to the public advising that the land will be used for a solid waste facility prior to the time that the facility actually begins operating as a municipal solid waste landfill facility, and to file a final recording upon completion of disposal operations and closure of the landfill units in accordance with Title 30 Texas Administrative Code §330.19, Deed Recordation. I further acknowledge that I or the operator and the State of Texas shall have access to the property during the active life and post-closure care period, if required, after closure for the purpose of inspection and maintenance."



(Owner Signature)

1-2-19
(Date)

ATTACHMENT 5

EVIDENCE OF COMPETENCY

EVIDENCE OF COMPETENCY

The information below is supplied in compliance with 30 TAC §330.59(f) as applicable to the facility type for which this application is submitted:

List of all Texas solid waste sites that the owner and operator have owned or operated within the last ten years:

Site Name	Site Type	Permit/Reg. No.	County	Dates of Operation
LOCAL SANITATION LLC	REFUSE/MSW		TYLER	01/15 TO 10/18
LOCAL SOLUTION ENTERPRISES INC	REFUSE/MSW		TYLER	10/18 TO PRESENT

List of all solid waste sites in all states, territories, or countries in which the owner and operator have a direct financial interest.

Site Name	Site Type	Permit/Reg. No.	County	Dates of Operation

Names of the principals and supervisors of the owner's and operator's organization, together with previous affiliations with other organizations engaged in solid waste activities.

Name	Previous Affiliation	Other Organization

For landfill permit applications only, evidence of competency to operate the facility shall also include landfilling and earthmoving experience if applicable, and other pertinent experience, or licenses as described in 30 TAC Chapter 30 possessed by key personnel. The number and size of each type of equipment to be dedicated to facility operation should be specified in greater detail on Part IV of the application within the site operating plan.

Landfilling/Earthmoving Equipment Types	Personnel Experience or Licenses
Not applicable (Application is not for landfill)	Not applicable (Application is not for landfill)

For mobile liquid waste processing units, submit a list of all solid waste, liquid waste, or mobile waste units that the owner and operator have owned or operated within the past five years. Submit a list of any final enforcement orders, court judgements, consent decrees, and criminal convictions of this state and the federal government within the last five years relating to compliance with applicable legal requirements relating to the handling of solid or liquid waste under the jurisdiction of the commission or the United States Environmental Protection Agency. Applicable legal requirement means an environmental law, regulation, permit, order, consent decree, or other requirement.

Solid Waste, liquid waste, or mobile waste units owned within past 5 years	Texas and federal final enforcement orders, court judgements, consent decrees, and criminal convictions
Not applicable (Application is not for these type units)	Not applicable (Application is not for these type units)

ATTACHMENT 6

COPY OF CHECK FOR APPLICATION FEE

NAME Local Solution Ent. Inc.

88-1198
1131 16

ACCOUNT NO. Po Box 385 Colmesneer Tx
75938

DATE 1-8-19

PAY TO THE ORDER OF TCEA Financial Admin Division

\$ 150.00 ^{xy}

One hundred fifty & 00

DOLLARS



Security Features
Included.
Details on Back.



CommunityBank
OF TEXAS

www.communitybankoftx.com

MEMO _____

[Signature] MP

⑆ 11311198310021381922 ⑈

APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

Amount of Credit	Issue Date	Expiration Date	Loan Number	Letter of Credit Number	Officer ID	Initials
\$3,000.00	01-09-2019	01-09-2020	21414	21414	KCH	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Local Solution Enterprises, Inc., a Texas Corporation
11525 US Highway 69 N
Colmesneil, TX 75938

Beneficiary: Texas Commission on Environmental Quality
P O Box 13087
Austin, TX 78711-3087

Lender: CommunityBank of Texas, N.A.
Woodville Branch
5999 Delaware St.
Beaumont, TX 77706-7607

APPLICATION FOR LETTER OF CREDIT. Borrower hereby requests Lender indicated above to issue a Letter of Credit substantially in the form attached hereto and incorporated herein by this reference. In issuing the Letter of Credit, Borrower expressly authorizes Lender to make such changes from the terms set forth in this Agreement as the Lender in Lender's sole discretion may deem advisable provided that no such change shall vary the material terms hereof.

INSPECTION OF DRAFTS AND ACCOMPANYING DOCUMENTS. Borrower authorizes Lender to accept, honor, or pay (as applicable) against any draft or other document which on its face appears otherwise in order and is signed, issued, or presented by any party or under the name of any party a) purporting to act with authority (actual or apparent) on behalf of the Beneficiary in whose name the Letter of Credit requires that any draft or document must be drawn, issued, or presented; b) purporting to claim through such Beneficiary; or c) posing as such Beneficiary. Borrower agrees to reimburse Lender any and all amounts which Lender pays under the Letter of Credit notwithstanding any legal or factual insufficiency or infirmity in such party's conduct or documents under clauses a), b), or c) in this paragraph.

FEES. Borrower shall pay Lender an Issuance Fee of \$250.00 upon issuance of the Letter of Credit.

REPAYMENT OF DRAFTS. Borrower shall immediately repay Lender upon demand, unless otherwise provided, in United States currency for any amounts paid by Lender under the Letter of Credit. Borrower's obligation to repay Lender for any such amounts paid under the Letter of Credit shall be absolute, unconditional, and irrevocable.

INTEREST. All fees and all other amounts payable under this Agreement shall bear interest from their due date or with respect to any draft presented under the Letter of Credit, from the date of payment of any draft at the interest rate and under the terms set forth in the Note executed in conjunction with this Agreement. The Note shall evidence the obligation of Borrower herein to repay Lender for any amounts paid under the Letter of Credit.

SECURITY INTEREST. To secure the payment and performance of Borrower's obligations and duties described in this Agreement and Related Documents, if any, Borrower grants Lender a security interest in: 1) all goods and documents that come into Borrower's actual or constructive possession, custody, control, or in which Borrower may acquire an interest in connection with the Letter of Credit; 2) all goods and documents that come into Lender's actual or constructive possession, custody or control, or that of any of Lender's correspondents in connection with the Letter of Credit; 3) all of Borrower's right, title and interest in Borrower's accounts, monies, instruments, savings, checking, share and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties) that come into Lender's actual or constructive possession, custody or control. Borrower's obligations under this Agreement and Related Documents are also secured by the collateral described in any security instrument(s) executed in connection with this Agreement, and any collateral described in any other security instrument(s) securing this Agreement or all of Borrower's obligations to Lender.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Change in Ownership. Any change in the ownership interest of a business entity Borrower without Lender's prior written consent thereto.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS OF LENDER ON EVENT OF DEFAULT. If there is an Event of Default as set out in the Default paragraph of this Agreement, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law):

- to declare any unpaid amounts plus accrued interest under this Agreement and under the Note, if any, and all other present and future obligations of Borrower immediately due and payable in full, such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code;
- to require Borrower to deposit with Lender the full amount of any additional monies capable of being drawn under the Irrevocable Letter

APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT

Loan No: 21414

(Continued)

Page 2

of Credit;

- c) to collect the outstanding obligations of Borrower;
- d) to forthwith setoff and/or segregate without notice or demand, Borrower's obligations against any amounts due to Borrower including, but not limited to, monies, instruments, and deposit amounts maintained with Lender;
- e) to sell any goods or documents covered by any security interest granted above; and
- f) to exercise all other rights available to Lender under any other written agreement or applicable law.

Lender's rights are cumulative and may be exercised together, separately, and in any order. Lender's remedies under this paragraph are in addition to those available at common law, including, but not limited to, the right to set-off. The sale of secured goods or documents will be governed by the Uniform Commercial Code for the State of Texas. If the sale does not pay for the whole amount due, Borrower will pay the shortage to Lender immediately. If the sale results in more than the amount due, Lender will pay the surplus to Borrower or those who have a right to it. If the value of the secured goods declines, Borrower will deliver to Lender on Lender's demand additional collateral that is acceptable to Lender.

INSURANCE. If applicable, Borrower, or a third party, will obtain insurance on all goods described in the Letter of Credit. The insurance will cover fire and other usual risks, and any additional risks Lender may request. Borrower authorizes Lender to collect the proceeds of insurance and apply it against any of Borrower's obligations to Lender.

ASSIGNMENT. Borrower shall not be entitled to assign any of Lender's rights, remedies, or obligations described in this Agreement without the prior written consent of Lender which may be withheld by Lender in Lender's sole discretion. Lender shall be entitled to assign some or all of Lender's rights and remedies described in this Agreement without notice to or the prior consent of Borrower in any manner. The obligations under this Agreement shall bind the heirs, executors, administrators, successors and assigns of Borrower, and all rights, benefits and privileges hereby conferred on Lender shall be and hereby are extended to and conferred upon and may be enforced by Lender's successors and assigns.

RESPONSIBILITIES AND LIABILITIES. Neither Lender nor any of Lender's correspondents shall be responsible for, and Borrower's obligation to reimburse Lender shall not be affected by any change of circumstances or conditions or action of any person related to the Letter of Credit or this Agreement including without limitation: a) the validity, accuracy, sufficiency or genuineness of drafts, documents, certificates, statements or endorsements thereon, even if such drafts, documents, certificates, statements or endorsements thereon prove, in fact, to be in any respect invalid, insufficient, fraudulent or forged; b) any breach of any agreement between Borrower and the Beneficiary of the Letter of Credit or any other party, even if Lender has received notice of same; c) any failure of any draft to bear any reference or adequate reference to the Letter of Credit; d) any act or omission by Lender in connection with the Letter of Credit or related drafts and documents if done in good faith; e) any omissions, interruptions, errors, mis-deliveries or delays in the transmission or delivery of any documents, message or communication by mail, cable, telegram or other media in connection with the Letter of Credit; f) any act, error, default, omission or failure in business of the Beneficiary, any correspondent or any other party, or any other act or omission beyond Lender's control; g) any acceptance or payment of overdrafts or irregular drafts or extensions of time limits or other changes or variations in, the Letter of Credit if assented to, orally or in writing, by Borrower; Borrower shall be conclusively deemed to have waived any right to object to such variation unless within three days of receipt of such irregular drafts or documents or notice of such variation, Borrower files written notice with Lender; h) any delay by any party in giving, or failing to give notice of any default under any agreement involving Lender; i) failure by Lender to perfect any interest in or exercise any right with respect to the collateral securing this Agreement or any other security, endorsement, or guarantee it may have for payment of Borrower's obligations; and, j) any amendments to which Borrower has assented.

LIMITED LIABILITY. Lender shall not be responsible to Borrower for, and Lender's right to reimbursement, indemnification, and other payments hereunder shall not be impaired by any act or omission for which an issuer of a letter of credit is relieved of responsibility under the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600 (the "UCP") or other applicable law. In addition, Borrower acknowledges that it has reviewed and agreed to the proposed language of the Letter of Credit and that Lender shall not be responsible for the inclusion or absence of any terms or conditions in that document. Lender shall not be liable for any special, indirect, or consequential damages, unless there is clear and convincing evidence that such damages resulted from Lender's bad faith.

INDEMNITY. Borrower agrees to defend and indemnify Lender (and Lender's directors, officers, employees, attorneys, and agents), on demand and to the fullest extent permitted by law, against each and every claim and liability (and the reasonable costs and legal fees relating thereto) which may arise under or in connection with this Agreement or the Letter of Credit, including, without limitation, actions commenced by the Beneficiary of the Letter of Credit for wrongful dishonor and actions commenced by Borrower to enjoin honor or attach the proceeds of honor.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Borrower's obligations under the Letter of Credit.

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Choice of Venue. If there is a lawsuit, and if the transaction evidenced by this Agreement occurred in Jefferson County, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Jefferson County, State of Texas.

Commercial Purposes. This Agreement is being executed for commercial, which includes agricultural, purposes.

Financial Statements. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the

APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT
(Continued)

Loan No: 21414

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laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

Joint and Several Liability. All obligations of Borrower under this Agreement shall be joint and several, and all references to Borrower shall mean each and every Borrower. This means that each Borrower signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or of any of Borrower's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Indebtedness or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waiver By Borrower. Borrower waives presentment, demand for payment, notice of dishonor and protest and further waives any right (if any) to require Lender to proceed against anyone else before proceeding against Borrower.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Agreement. The word "Agreement" means this Application and Agreement for Irrevocable Letter of Credit, as this Application and Agreement for Irrevocable Letter of Credit may be amended or modified from time to time, together with all exhibits and schedules attached to this Application and Agreement for Irrevocable Letter of Credit from time to time.

Beneficiary. The word "Beneficiary" means Texas Commission on Environmental Quality, and Beneficiary's successors and assigns.

Borrower. The word "Borrower" means Local Solution Enterprises, Inc., a Texas Corporation, and all other persons and entities signing the Agreement in whatever capacity.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means CommunityBank of Texas, N.A., its successors and assigns.

Letter of Credit. The words "Letter of Credit" mean a letter of credit in the amount of \$3,000.00 issued on 01-09-2019, by Lender on behalf of Borrower and in favor of Beneficiary.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

AUTO RENEWABLE CLAUSE. If Beneficiary has not drawn the full amount of this Letter of Credit prior to the Expiration Date, the Expiration Date shall be extended for a period of 365 days from the Expiration Date, unless Issuer notifies Beneficiary in writing at least 60 days prior to the Expiration Date that Issuer elects not to extend this Letter of Credit.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT AND BORROWER AGREES TO ITS TERMS. THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT IS DATED JANUARY 9, 2019.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS APPLICATION AND AGREEMENT FOR IRREVOCABLE LETTER OF CREDIT.

BORROWER:

LOCAL SOLUTION ENTERPRISES, INC., A TEXAS CORPORATION

By: 

James D. Broussard, President of Local Solution
Enterprises, Inc., a Texas Corporation

AGREEMENT FOR USE OF TCEQ PERMIT

This agreement is made effective December 31, 2018 between Tyler County, Texas ("Tyler County"), a political subdivision of the State of Texas, and Local Sanitation DBA Local Solution Enterprises, Inc., a Texas corporation.

WHEREAS the parties have entered into an agreement for Local Sanitation DBA Local Solution Enterprises, Inc. to purchase and begin operating the collection center currently owned and operated by Tyler County effective January 1, 2019, and;

WHEREAS the operation of the collection center requires a permit issued by the Texas Commission on Environmental Quality (TCEQ), and;

WHEREAS Local Sanitation DBA Local Solution Enterprises, Inc. may not be able to obtain the required TCEQ permit in its own name by January 1, 2019, and Tyler County is willing to allow Local Sanitation DBA Local Solution Enterprises, Inc. to operate the collection center under the TCEQ permit currently held by Tyler County upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereby agree as follows:

1) Tyler County, Texas agrees to allow Local Sanitation DBA Local Solution Enterprises, Inc. to operate the collection center under Tyler County's TCEQ permit for up to ninety (90) days from and after January 1, 2019, or until Local Sanitation DBA Local Solution Enterprises, Inc. receives a TCEQ permit in its own name, whichever occurs first.

2) Local Sanitation DBA Local Solution Enterprises, Inc. will diligently pursue issuance of a TCEQ permit for operation of the collection center in its own name.

3) Local Sanitation DBA Local Solution Enterprises, Inc. agrees to indemnify and hold harmless Tyler County from any and all claims and damages of whatever nature arising out of Local Sanitation DBA Local Solution Enterprises, Inc.'s operation of the collection center, including reasonable expenses and attorney's fees incurred by Tyler County in connection with all such claims.

4) Local Sanitation DBA Local Solution Enterprises, Inc. will provide Tyler County with a certificate of liability insurance coverage with Tyler County as an additional named insured with minimum liability limits of at least \$ 200,000.00.

WITNESS OUR HANDS on the dates below written.

TYLER COUNTY, TEXAS

LOCAL SANITATION DBA LOCAL
SOLUTION ENTERPRISES, INC.

By: 
County Judge

Date Signed: 12/27/18

By: 
Authorized Agent

Date Signed: 12-27-18



TYLER COUNTY COMMISSION

County Courthouse, Room 101 / Woodville

Wednesday
October 10, 2018
8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner

NOTICE Is hereby given that a **Regular Meeting** of the Tyler County Commissioners Court will be held on the following subjects will be considered and/or discussed;

Agenda

➤ CALL TO ORDER

- Establish Quorum
- Acknowledge Guests

- Invocation – *M. Nash*
- Pledge of Allegiance –

I. CONSENT AGENDA

(The items listed within the CONSENT AGENDA are deemed to be of a routine nature and are not scheduled for individual consideration. Any member of the Court retains the option to remove any one or more item(s) from the CONSENT AGENDA and to have the item(s) individually considered.)

A. Minutes from Previous Meeting(s)

B. Monthly Reports:

- | | | |
|---------------------------------------|--|-------|
| 1. Probation – <i>Adult; Juvenile</i> | 3. Extension – <i>CEA(Ag/NR); CEA(FCS)</i> | 5. Tr |
| 2. District Clerk/County Clerk | 4. Auditor | 6. Ju |

II. CONSIDER/APPROVE/INFORMATIONAL

- Budget Amendments/Line Item Transfers** – *J. Blanchette/J. Skinner*
- County Payroll** – *J. Blanchette/J. Skinner*
- IworQ Systems Software License for Public Works Applications & Services** –
- Seek Bids for Sale of Tyler County Collection Center** – *J. Walston*
- Accept the Resignation of Walter Glenn from the Southeast Texas Groundwater District Effective Immediately** – *J. Blanchette*
- Appointment of Roger Fussell to Serve the Remainder of Walter Glenn's Term in the Groundwater Conservation District Effective Immediately and Recommendation that Mr. Fussell Serve the Next Full Term from 01/01/20 through 12/31/22** – *J. Blanchette*
- Accept the Resignation of Dennis Moffett from the ESD Board #7** – *M. Marshall*
- Appoint Wade Skinner to the ESD Board #7 for the term 10/10/18 through 12/31/2020** – *M. Marshall*
- Act Upon an Amended Agreement (3rd Draft) from Texas Historical Commission Pertaining to the Rehabilitation of the Tyler County Courthouse** – *J. Blanchette*
- Contract for Legal Services Between Allison, Bass, and Magee and Tyler County, Texas Pertaining to the Texas Historical Commission Agreement** – *J. Blanchette*
- Authorization of Tyler County Judge to Execute the Agreement with the Texas Historical Commission Regarding Courthouse Remediation/Rehabilitation** – *J. Blanchette*
- Emergency Standby Services and Products Contract with NAPCO** – *J. Blanchette/J. Skinner*

III. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on October 4 2018 Time 2:00pm
Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court
By: [Signature] (Deputy)

LEGAL NOTICE

NOTICE TO BIDDERS Tyler County is currently seeking Bid Proposals for the following: ID# 11072018 Selling of the Tyler County Collection Center Sealed bids will be received in the office of the County Auditor, 100 West Bluff, Room 110, Woodville, Texas 75979, until 4:30 P.M. November 6, 2018, at which time and place all bids received will be publicly opened during Commissioner's Court meeting on November 7, 2018. **FACSIMILES SHALL NOT BE ACCEPTED.** Information may be obtained by contacting Jack Walston, Commissioner Precinct 4, at 409-283-7623. **PLEASE MAKE REFERENCE ON THE FACE OF THE ENVELOPE AS TO ITEM(S) FOR WHICH YOU ARE BIDDING. REMIT SEVEN COPIES ALONG WITH ORIGINAL BID.** The County reserves the right to award by unit cost or lump sum discounted. Tyler County reserves the right to reject any or all bids and to waive formalities and technicalities to negotiate sale. **JACKIE SKINNER COUNTY AUDITOR TYLER COUNTY, TEXAS (41-2t-b)**



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Wednesday

November 7, 2018

8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that a **Regular Meeting** of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be considered and/or discussed;

Agenda

➤ CALL TO ORDER

- Establish Quorum
- Acknowledge Guests

- ✓ • Invocation – Rusty Hughes
- ✓ • Pledge of Allegiance – Rusty Hughes

I. CONSENT AGENDA

(The items listed within the CONSENT AGENDA are deemed to be of a routine nature and are not scheduled for individual consideration by the Commissioners Court. However, any member of the Court retains the option to remove any one or more item(s) from the CONSENT AGENDA and to have the item(s) individually considered.)

NO A. Minutes from Previous Meeting(s)

✓ B. Monthly Reports:

- | | | |
|--------------------------------|-------------------------------------|---------------------------------|
| 1. Probation – Adult; Juvenile | 3. Extension – CEA(Ag/NR); CEA(FCS) | 5. Treasurer |
| 2. District Clerk/County Clerk | 4. Auditor | 6. Justice of the Peace, Pct. 1 |

II. CONSIDER/APPROVE/INFORMATIONAL

NO A. Budget Amendments/Line Item Transfers – J. Blanchette/J. Skinner

✓ B. County Payroll - J. Blanchette/J. Skinner

C. Recommendation of the Committee Regarding the Selection of an Engineering Firm for DR-4332 HGMP Mitigation Application - J. Blanchette *Sept 22 95 81 LAA*

D. Open Bids for Sale of Tyler County Collection Center - J. Walston *2 Bids*

Table E. Award Bids for Sale of Tyler County Collection Center - J. Walston

✓ F. Award the No-Cost Contract for Ambulance Service for Tyler County - J. Blanchette/Ken Jobe, Emergency Management Coordinator

✓ G. Resolution for State Funds for Indigent Criminal Defense – J. Blanchette

✓ H. Support of Sales Program and/or 6-month Extension of the Mobile Housing Unit (MHU/RV) Program, until August 25, 2019, as Administered by the General Land Office for the Temporary Housing Program - J. Blanchette

✓ I. Attendance of New County Treasurer-elect to Attend the County Treasurer Conference in December, 2018 - J. Blanchette/J. Skinner

III. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

✓ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on Nov 7 2018 Time 2:20 pm
Donice Gregory, County Clerk/Ex Officio Member of Commissioners Court
By: [Signature] (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Tuesday

November 20, 2018

8:30 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE is hereby given that a **Regular Meeting** of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be considered and/or discussed;

Amended Agenda

➤ CALL TO ORDER

- Establish Quorum
- Acknowledge Guests
- Invocation – Rusty Hughes
- Pledge of Allegiance – Rusty Hughes

CONSIDER/APPROVE/INFORMATIONAL

- ✓A. Minutes from previous meeting(s) – J. Blanchette/Donece Gregory, County Clerk
- ✓B. Treasurers Report – October 2018 – J. Blanchette/Sue Saunders, County Treasurer
- ✓C. Budget amendments/line item transfers – J. Blanchette/Jackie Skinner, County Auditor
- ✓D. Accounts Payable/Paying County Bills – J. Blanchette/J. Skinner
- ✓E. County Payroll – J. Blanchette/J. Skinner
- ✓F. Renewal of Discovery Information Technologies Fortigate Support Agreement for the County Judge and County Treasurer Offices for the Period October 2018 to October 2019 – J. Blanchette
- ✓G. Renewal of Texas Association of Counties (TAC) CIRA Service Agreement for Tyler County Basic Email Service and Standard Website Package for 2019 – J. Blanchette
- ✓H. Order Restricting Certain Fireworks for the December Fireworks Period (from December 20, 2018 through January 1, 2019) – J. Blanchette
- ✓I. Award Bid for Sale of Tyler County Collection Center – J. Walston *Local Sanitation 200,000.00*
- ✓J. Purchase of Kubota M6S-111SDS Tractor from Beaumont Tractor through NJPA – M. Nash
- ✓K. Purchase of a JD310SL Backhoe from Dogget, Lufkin, Texas through the Buy Board – M. Nash
- ✓L. Accept the Resignation of Robyn Summerlin from the Texas Groundwater Conservation District Board, Term Ending 12/31/18 – J. Blanchette
- open table* ✓M. Appoint a Replacement to Serve on Texas Groundwater Conservation Board, Rural Water/Small Municipal Committee for the Term 01/01/19 through 12/31/21 – J. Blanchette
- ✓N. Agreement with Allison, Bass, and Magee LLP for Flat Rate/Fixed Fee Professional Services Assisting Tyler County in Review of Precinct Districting – J. Blanchette
- ✓O. Attendance of Incoming Justice of Peace Precinct #2 to Attend the Justice of Peace Conference in December 2018 – J. Blanchette
- ✓P. Starting Procurement for the FY-2019/2020 CDBG Fund with Texas Dept. of Agriculture (TDA) for Engineering and Administration – J. Blanchette/Ken Jobe, Emergency Management Coordinator
- ✓Q. Appointing a Committee to Rate Statement of Qualifications (SOQs) and Request for Proposals (RFPs) for the FY-2019/2020 CDBG Fund with TDA – J. Blanchette/Ken Jobe, Emergency Management Coordinator *Jacques, M. Ke & Jackie*
- ✓R. Bond Approval for County Tax Assessor – J. Blanchette/Lynnette Cruse, Tax Assessor
- ✓S. Bond Approval for County Judge – J. Blanchette