



UPSHUR COUNTY COMMISSIONERS COURT

BILMER, TEXAS

September 15, 1980

Commissioners' Court met in Special Session with all members present.

Judge Dean read the minutes of September 8, 1980. Motion by J. W. Meadows, seconded by Bernice Nobles, for the minutes to stand approved as read. Motion carried.

Motion by Floyd Drennan, seconded by Charles Still, for Mr. Wayne Wilson to attend a Civil Defense Meeting in Dallas, Texas. Motion carried.

Motion by J. W. Meadows, seconded by Bernice Nobles, for the County Clerk to attend the meeting in Tyler Friday, October 3rd. Motion carried.

Motion by Floyd Drennan, seconded by Charles Still, to place in the Upshur County Court Minutes a Resolution that the proposed contract with the Texas Youth Council be, and the same is hereby, Approved, and be it further resolved that County Judge Dean is authorized to sign the said Contract on behalf of the Commissioners' Court. Motion carried.
(Copy attached)

Judge Dean read a letter from Upshur County Health Officer John W. Miller stating that the old well located on the Lawrence Gilbert property is a health hazard. Motion made by J. W. Meadows, seconded by Floyd Drennan, for Commissioner Charles Still to inspect this well and to fill it in if he thinks it necessary. Motion carried.

Permit Application was submitted by Willie Harold McKnight to place a road culvert within the ROW of County Road Mule Deer Road in Precinct 2. Motion by J. W. Meadows, seconded by Floyd Drennan, to approve this permit. Motion carried. (Copy attached)

A Special Road Use Agreement from Seis Pros, Inc. to use roads in Precinct #2, placing seismograph cables within the ROW of Upshur County Roads. Motion by J. W. Meadows, seconded by Floyd Drennan, to approve this permit. Motion carried. (Copy attached)

Also, a Special Road Use Agreement from Seis Pros, Inc. to use roads in Precinct #4, placing seismograph cables within the ROW of Upshur County Roads. Motion by Floyd Drennan, seconded by J. W. Meadows, to approve this permit. Motion carried. (Copy attached)

Motion by Bernice Nobles, seconded by J. W. Meadows, for the State Department of Highways and Public Transportation to determine the values on property on State Highway 300. Motion carried.

Motion by J. W. Meadows, seconded by Floyd Drennan, for the September pay day with the County to be September 30th. Motion carried.

Motion by J. W. Meadows, seconded by Charles Still, for all who possibly can to attend the Annual County Judges and Commissioners Convention at McAllen, Texas, on October 1st, 2nd, and 3rd. Motion carried.

Motion by Floyd Drennan, seconded by J. W. Meadows, to return the contract to the Texas Department of Human Resources which was of the H E A P Program, Number 514A. Motion carried.

VOL. 20 PG. 612



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

Page 2---September 15, 1980-----

Motion by Floyd Drennan, seconded by Charles Still, to place the Upshur County Area Vocational School Budget in the court minutes. Motion carried. (Copy attached)

J. W. Meadows made the motion, seconded by Charles Still, to approve the Special Road Use Agreement for Tommy Fairless to use Nasturtium Lane in Precinct #2 to haul logs. Motion carried. (Copy attached)

Motion by Bernice Nobles, seconded by J. W. Meadows, to extend a Lease Agreement with George P. Rane on a Motor Grader for one month. Motion carried. (Copy attached)

Motion by Floyd Drennan, seconded by Charles Still, to approve the unpaid bills. Motion carried.

Judge Dean opened the bids for insurance coverage on County equipment, cars and trucks; also, including court houses and the County buildings and Rock Building. There were three bids submitted:

- #1. Southwestern Insurance Agency, Austin, Texas
- #2. Wilburn Insurance and Real Estate
- #3. Underwood Insurance Agency

After a study of these bids were made by County Auditor Keith Barber, he stated all of the bids met the specifications, that Southwestern Insurance Agency had the lowest bid. Motion by Charles Still, seconded by J. W. Meadows, to accept the bid from Southwestern Insurance Agency. Motion carried. (All copies of bids attached)

Judge Dean made the motion, seconded by Floyd Drennan, for County Auditor Keith Barber to notify all underwriters of insurance being carried by the county to be cancelled at the date he suggests. Motion carried.

Motion by Bernice Nobles, seconded by Charles Still, to adjourn. Motion carried.

Floyd Drennan *Bernice Nobles*

J. W. Meadows

Charles Still *Floyd Drennan*

80 SEP 29 AM 10:36
FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

'80 SEP 15 PM 2:33

The State of Texas |
County of Upshur |

RESOLUTION

Whereas, the Commissioners' Court of Upshur County desires to improve the quality of services available to juveniles in the said county, and

Whereas, the Texas Youth Council has proposed a Contract with Upshur County to provide financial assistance to the said county in consideration of the county's undertaking to reduce commitments of juveniles to the Youth Council, and

Whereas, a copy of the proposed Contract, which is attached hereto and incorporated herein by reference for all purposes whatsoever, has been reviewed by the members of the Commissioners' Court;

Now, therefore, Be It Resolved by the Commissioners' Court of Upshur County Texas, that the proposed Contract with the Texas Youth Council be, and the same is hereby, Approved, and

Be it further resolved that County Judge Dean is authorized to sign the said Contract on behalf of the Commissioners' Court.

[Signature]
Attest: County Clerk

[Signature]
Commissioner Pct. #1

[Signature]
Commissioner Pct. #3

[Signature]
County Judge

[Signature]
Commissioner Pct. #2

[Signature]
Commissioner Pct. #4



PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date Sept. 8, 1980

TO: THE UPSHUR COUNTY COMMISSIONERS' COURT
COUNTY OF UPSHUR
GILMER, TEXAS

Formal notice is hereby given that Willie Harold McKnight
whose principal address is Rt. 2 Box 110D, Gilmer, Texas 75644
does propose to place a culvert installation
within the ROW of County Road Mule Deer Road
as follows:

The location and description of the proposed lines or
appurtenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____, 19____.

BY: Willie H. McKnight

TITLE: _____

ADDRESS: _____

approved
9-15-80

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Seis Pros, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) See attached map

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is ~~XXXXXX~~ placing seismograph cables from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 15 day of Sept.
A.D. 19 90.

David E. Halvorson
16850 Park Row
Houston, Texas 77084
713-492-0028

David E. Halvorson
FIRST PARTY

Seis Pros, Inc.
P.O. Box 1615
Mt. Pleasant, Texas
572-0221

Lawrence Dean
COUNTY JUDGE

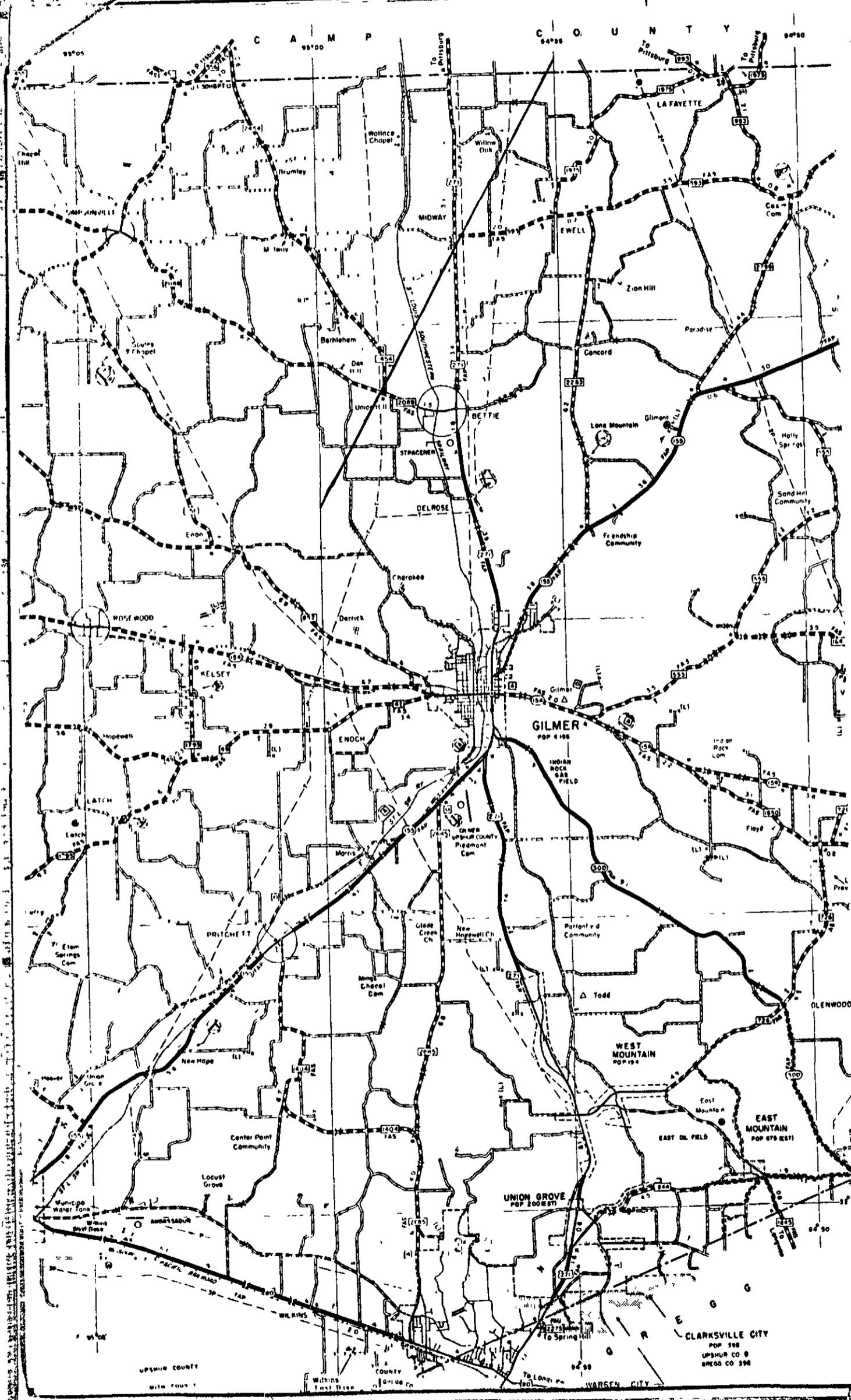
Samuel Nobles
COMMISSIONER #1

Jim Meadows
COMMISSIONER #2

C. Hill
COMMISSIONER #3

David Drennan
COMMISSIONER #4

* Strike if not applicable



CLARKVILLE CITY
POP 288
UPSON CO 8
BREGO CO 108

WARREN CITY

UPSON COUNTY

WILKES COUNTY

TO LONG P...

TO SPRING HILL

TO WILKESVILLE

TO LAURENSVILLE

TO PITTSBURG

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Seis Pros, Inc.
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 4.
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads located
in Precinct No. 4, over which Commissioner has jurisdiction
and obligation to maintain in good repair and both parties
being aware of possible damage to said roads as a result of
hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of
(describe road) See attached map

2.

First Party agrees to use its vehicles in such a
manner as not to block or interfere with other traffic on said
road so that said road will be open to travel by the public
at all times.

3.

First Party agrees to grade, maintain and otherwise
repair said road using its own equipment, labor and materials,
if any needed, during the duration of time that First Party
is ~~xxxxxxx~~ placing seismograph cables from its lands located
in Precinct No. 4, Upshur County.

4.

First Party agrees to put said road back into the
same condition as it was prior to the commencement of hauling
operations on the part of First Party.

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 15 day of Sept.,
A.D. 19 80.

David E. Halvorson
16850 Park Row
Houston, Texas 77084
713-492-0028

David E. Halvorson
FIRST PARTY

Seis Procs, Inc.
P.O. Box 1615
Mt. Pleasant, Texas
77457

James W. Dean
COUNTY JUDGE

Seis Procs, Inc.
P.O. Box 1615
Mt. Pleasant, Texas

Burnham
COMMISSIONER #1

Joe Meadows
COMMISSIONER #2

C. L. Still
COMMISSIONER #3

David Halvorson
COMMISSIONER #4

* Strike if not applicable

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

Gilmer Public Schools

'80 SEP 15 PM 2:33

P. O. DRAWER 40

Gilmer, Texas 75644

JACK E. COCKRILL
SUPERINTENDENT

TELEPHONE 843-2525

J. M. MARSHALL BUSINESS MANAGER
TAX COLLECTOR

UPSHUR COUNTY AREA VOCATIONAL SCHOOL 1980-81 Budget

11-321-6111	T & I Teachers' Supplement	\$ 3,000.00
11-321-6261	Maint. & Repair of Furniture-Vocational	2,500.00
11-321-6391	Teaching Supplies-All Vocational Programs	10,950.00
11-321-6411	Travel - All Vocational Teachers	6,844.00
11-321-6639	Capital Outlay-Vocational	4,000.00
21-321-6411	Travel-Vocational Director	600.00
31-321-6391	Guidance Material-Vocational Education	1,250.00
31-321-6411	Travel-Vocational Counselor	450.00
41-500-6511	Bond	
41-500-6521	Interest	
41-500-6591	Fees	15,070.00
51-321-6111	Custodial Salary	9,817.00
51-321-6271	Water	1,000.00
51-321-6269	Contract Services	2,500.00
51-321-6272	Telephone	700.00
51-321-6315	Custodial Supplies	1,000.00
51-321-6316	Building Maintenance Supplies	5,000.00
51-321-6373	Electricity	5,000.00
51-321-6431	Property Insurance	2,000.00
	TOTAL	71,681.00
	STATE REVENUE	12,294.00
	BALANCE DUE FROM COUNTY AVAILABLE FUNDS	<u>59,387.00</u>

STATE REVENUE:

\$4,400.00	(\$400.00 x 11 courses)
<u>7,894.00</u>	(Travel)
\$12,294.00	

INTERLOCAL PARTICIPATION AGREEMENT

FOR

TEXAS ASSOCIATION OF COUNTIES WORKERS' COMPENSATION SELF-INSURANCE FUND

This Contract and agreement is entered into by and between the Texas Association of Counties Workers' Compensation Self-Insurance Fund (hereinafter referred to as "Fund") and UPSHUR COUNTY (hereinafter referred to as the "Fund Member") for the purpose of providing the statutory benefits prescribed by Article 8309h of the Texas Workers' Compensation Act for employees of political subdivisions.

W I T N E S S E T H:

The undersigned Fund Member in consideration of the adoption of a plan of self-insurance as authorized in Article 8309h, Vernon's Annotated Texas Statutes, to obtain Workers' Compensation at a minimum cost and in further consideration of other counties and political subdivisions executing identical interlocal agreements does hereby agree to become a self-insured workers' compensation employer by becoming one of the members of the Fund of self-insured Fund Members. The conditions of membership agreed upon by and between the parties are as follows:

1. The term of this Contract shall be continuous commencing on 1-1-77, and, unless otherwise specified under the terms and condition of this Contract or the by-laws of the Fund, may be terminated by sixty (60) days written notice of intent to terminate by either party. The Fund may terminate the Fund Member for non-compliance with the provisions of this Agreement or the by-laws of the Fund.

2. The Texas Association of Counties (hereinafter referred to as TAC) is the administrator of the Fund. All communication and correspondence relative to the Fund shall be addressed to TAC as follows:

Texas Association of Counties
Workers' Compensation Self-Insurance Fund
P.O. Box 2131
Austin, Texas 78768

3. An annual estimated payroll by payroll classifications of the Fund Member shall be submitted by the Fund Member to TAC no later than thirty (30) days from the first day of the Fund year. It is understood that the annual estimate shall be adjusted at the end of each Fund year to reflect the actual payroll on the books of the Fund Member. The Fund year coincides with the calendar year January 1st to December 31st.

4. The Fund Member agrees to pay into the Fund a contribution amount equal to the premium payable as a standard annual premium for a worker's compensation insurance policy. The amount payable shall be computed by using as a guide the rates promulgated and payroll classifications established for use in workers' compensation insurance by the Texas State Board of Insurance. The amount adduced using the above formula shall be modified by the "experience modifier" applicable to the Fund Member. The "experience modifier" shall be applicable if the Fund Member previously was insured by a policy of worker's compensation insurance and earned an "experience modifier" promulgated by the Texas State Board of Insurance. The "experience modifier" if applicable to the Fund Member shall be the same as the "experience modifier" earned while insured under a policy of worker's compensation insurance. Should the Fund Member not have earned an "experience modifier," the premium produced by using the rates promulgated and payroll classifications established by the Texas State Board of Insurance shall be the annual amount of contribution due and payable to the Fund. Once the annual amount of contribution due is determined less any TAC discount, if applicable, the Fund Member shall pay such amount in advance quarterly, with the 4 payments due upon receipt of invoices. It is understood by the Fund Member that the annual amount of contribution may be altered on an interim basis as a result of increased benefit levels mandated pursuant to the Texas Worker's Compensation Act or other adjustments in the law. Any

alteration of the annual amount of contribution shall be predicated on rate adjustments in the rates and payroll classifications of Texas State Board of Insurance for workers' compensation insurance made by the Texas State Board of Insurance. All contributions due hereunder shall be payable to the Fund at the offices of TAC.

5. The estimated annual amount of contribution for the Fund Members shall be based upon payroll estimates and shall be payable as provided in 4 above. At the end of each and every Fund year there shall be submitted by the Fund Member actual payrolls as reflected by the books and records of the Fund Member. Any additional amounts of contribution payable into the Fund based upon the actual payrolls shall be paid and lesser amounts payable shall be adjusted by refund to the Fund Member. The Fund reserves the right to audit the payroll records of any Fund Member.

6. The Fund agrees to use as a guide the workers' compensation experience rating plan as prescribed by the Texas State Board of Insurance and to calculate and furnish each Fund Member its individual experience modification when earned in accordance with the provisions of such experience rating plan.

7. The Fund agrees that it shall maintain an aggregate stop loss reinsurance treaty and/or reserves to assure that the incurred losses and expenses for the total Fund shall not exceed the contributions paid and payable by Fund Members into this Fund. The Fund Member has no joint or several liability other than the maximum annual contribution payable by the Fund Member. Any savings to the Fund resulting from overall loss experience shall be available for dividend credit, as declared by the Board of Trustees (hereinafter referred to as "Board") from time to time. The Fund shall invest any and all funds that are on deposit with the Fund and the investment earnings from these particular funds shall be used for the benefit of the Fund Members that remain as members of the Fund until such time as the Board deems that it is financially feasible to declare dividends. Such dividend determination shall be made annually at the discretion of the Trustees of the Fund. Dividends are payable only to Fund Members who are members at the time of distribution of dividends.

8. The Fund shall at all times provide for reinsurance of the Fund itself so that the participation of the Fund Member shall at all times be on a non-assessable basis beyond the annual amount of contribution. The Board reserves the right to adjust these reinsurance provisions in the event that the fiscal soundness of the Fund justifies such adjustments.

9. The undersigned Fund Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to workers' compensation losses. In the event that the recommendations submitted by a contractor authorized by the Fund to make such recommendations on behalf of the Fund seem unreasonable, the Fund Member has a right to appeal to the Board of Trustees with final appeal to the TAC Board.

10. The Fund Member agrees to appoint a workers' compensation coordinator for the Fund Member and that the Fund and TAC shall not be required to contact any other individual except this one person. Any notice to, or any agreements with, the workers' compensation coordinator shall be binding upon the Fund Member. The Fund Member reserves the right to change the coordinator from time to time by giving written notice to the Fund and to TAC.

11. The Fund through the TAC agrees to handle any and all claims after notice of injury has been given, to prepare all required Industrial Accident Board forms, and to provide a defense. TAC shall carry on all negotiations with the injured employee or such employee's attorney at the prehearing conferences and negotiate within authority previously granted by the Fund. If a personal appearance by the employer or co-employee is necessary, the expense of this appearance shall be paid by the Fund Member. TAC shall retain and supervise legal counsel in behalf of and at the expense of TAC necessary for the prosecution of any litigation. There will be safety engineering services arranged by TAC for the Fund Members to assist

them in following a plan of loss control that may result in reduced losses. TAC shall provide all of the services as provided in the proposed service contract entered into by and between TAC and the Fund on behalf of the Fund Member.

12. There shall be supplied to each Fund Member timely computer printouts involving a statement of claims, claims status, and activity report cumulative for each Fund year.

13. The Fund Member agrees to execute necessary authorization forms permitting the Fund and TAC to obtain from the Texas State Board of Insurance the experience rating modification for the Fund Member if the Fund Member previously carried workers' compensation insurance. Upon any contract termination or non-renewal, the Fund Member agrees that the Fund may file with the Texas State Board of Insurance loss and payroll data pertaining to the Fund Member as used to develop experience modification.

14. In the event that the Fund Member fails or refuses to make the payments of contributions as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all contributions that are earned pro-rata for the period preceding contract termination. If the Fund Member is terminated hereunder, the Fund Member shall not be entitled to any dividends developed and payable or that may become developed and declared.

15. The Undersigned Fund Member does hereby agree that any suit brought by one of its employees pursuant to the provisions of Article 8309h, V.A.T.S. shall be defended in the name of the county by the counsel selected by TAC. Full cooperation shall be extended to supply any information needed or helpful in such defense. The prerogative to settle, defend, or appeal such suits shall rest solely with the Texas Association of Counties Workers' Compensation Board with the advice of the Commissioners' Court or other appropriate governing body, in accordance with usual procedures in the insurance industry in the settlement of workers' compensation claims.

16. The Fund Member agrees to abide by the By-laws of the Fund as adopted by the Board of Directors of the Texas Association of Counties and the Board.

17. The Fund Member is a political subdivision of the State of Texas.

18. The Fund agrees that all Fund transactions shall be annually audited by a certified public accounting firm.

19. In order to have an orderly, complete and well understood basis for contributions to the Fund, the current plans and future amendments with respect to workers' compensation rates and premiums of the Texas State Board of Insurance are hereby adopted as a guide, but by such adoption it is recognized that the rating structure promulgated by the Texas State Board of Insurance is not applicable to self-insurance, and there is no intention to bestow rating authority over this plan of self-insurance upon the Texas State Board of Insurance. Any reference at any time in this contract to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as, but not limited to, the reference to "reinsurance."

20. Should the Fund Member fail to make the required quarterly payment hereunder, this Interlocal Agreement may be cancelled or suit may be brought to collect any outstanding contributions due and payable to the Fund. It is understood and agreed among the parties that venue for any suit brought for the purpose of collecting any contributions due and payable to the Fund shall be in Austin, Travis County, Texas. The party prevailing in any action brought for the purpose of collecting any outstanding contributions due and payable to the Fund shall be entitled to reasonable attorney's fees, plus court costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives thereunto duly authorized this 15 day of Sept., 19 80.

TAC WORKERS' COMPENSATION SELF-INSURANCE FUND

BY: [Signature]

Upshur

County, Texas

BY: [Signature]

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Tommy Fairless,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. 2,
Upshur County, Texas, and in order to get material to market
it is necessary to use a portion of Upshur County roads located
in Precinct No. 2, over which Commissioner has jurisdiction
and obligation to maintain in good repair and both parties
being aware of possible damage to said roads as a result of
hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of
(describe road) Nasturtium Lane

2.

First Party agrees to use its vehicles in such a
manner as not to block or interfere with other traffic on said
road so that said road will be open to travel by the public
at all times.

3.

First Party agrees to grade, maintain and otherwise
repair said road using its own equipment, labor and materials,
if any needed, during the duration of time that First Party
is removing Logs from its lands located
in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the
same condition as it was prior to the commencement of hauling
operations on the part of First Party.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 15th day of Sept.
A.D. 19 80.

[Signature]
FIRST PARTY

[Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

* Strike if not applicable

LEASE AGREEMENT

THIS LEASE, made this the 15th day of September, 1980, between George P. Bane, Inc. of Tyler, Texas, hereinafter known as LESSOR, and Upshur County, a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 2nd day of June, 1980, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment: One used Fiat-Allis model M100-B Motor Grader S/N 2273 equipped with hydraulic moldboard-1300x24 tires, hereinafter referred to as Motor Grader for the purpose of building and maintaining roads; and whereas, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Motor Grader

1. Now therefore, the LESSOR in consideration of the payment of \$2,350.00 and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Motor Grader for a minimum period commencing on the date of this LEASE and ending OCTOBER-15, 1980 the following terms:

Table with 4 columns of numbers 1-24, representing monthly terms of the lease agreement.

2. The LESSEE acknowledges receipt of above desired Motor Grader, in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Motor Grader and the LESSEE shall thereupon deliver said Motor Grader to the LESSOR at Tyler, Texas, in good order and condition, ordinary wear and tear thereof excepted.

3. The LESSEE shall have the right to make any reasonable and lawful use of said Motor Grader and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements. In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR

4. The LESSOR hereby gives the LESSEE the option to purchase said Motor Grader in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$22,500.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid. In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid. In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Motor Grader and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7. It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Motor Grader or to renew this LEASE. It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Motor Grader as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price.

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

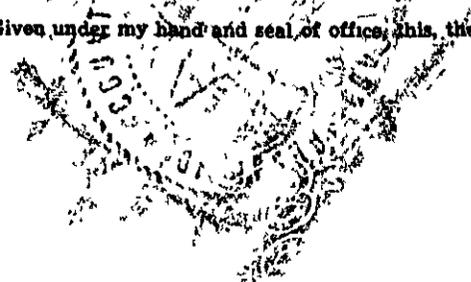
9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received

Signatures and titles of George P. Bane, Inc. (LESSOR), Louis Matson (LESSEE), and County Judge. Also signatures of four Commissioners (Precincts 1, 2, 3, 4).

STATE OF TEXAS
COUNTY OF Upshur

I, J. B. Hill, Jr., County Clerk in and for Upshur County, Texas do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between George P. Bane, Inc., as LESSOR, and Upshur County, Texas, as LESSEE, and the same appears of record in Vol. 20, Page --, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this 15th day of September, 1980 A. D.
[Signature]
County Clerk, Upshur County, Texas



FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

'80 SEP 15 PM 2:31

LEASE AGREEMENT

between
and

Assignment of Lease

Date _____

City _____

State _____

For value received the undersigned does hereby sell, assign, and transfer unto _____

_____ the annexed lease dated _____, 19____,

made by the undersigned to _____

(Lessor's Name)

(Address)

of Model _____ Machinery, Serial No. (s) _____ and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by _____

_____ and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to _____

_____ said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to _____:

- (1) the title to the property described in said lease; (2) that said lease is a valid and original lease; (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be; (4) that the unpaid balance of the rent specified in said lease is _____
- as appears from the face thereof; (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment; (6) that any insurance required by said lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

(L. S.)
(Lessor's Signature)

By _____
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this _____

day of _____, 19____, and agrees to make all payments due under

said lease to _____ at _____

(L. S.)
(Lessee's Signature)

By _____
(Signature of Authorized Officer)



U. S. F. & G.

TELEPHONE ~~XXX~~ 843-3125

UNDERWOOD INSURANCE AGENCY

AGENTS

206 Jefferson St.

~~XXXXXXXXXXXX~~

Gilmer, Texas 75644

September 15th. 1980

Hon. Everett Dean, County Judge Of Upshur County,
thanks for your bid invitation dated August 11th. 1980.

We hereby submit our bid prepared by The Aetna Casualty
& Surety Company, for our agency.

Property Section # 1	Bldgs. Fire, EC & VMM	\$ 895.00	
" " " " " # 2	Liability	<u>18,060.00</u>	
	Sub.-Total		\$ 18,955.00
\$5,000.00	Radio Tower		120.00
	County Equipment; All risk with \$100. ded.		3,335.00
	Auto & truck liability premium (subject to a 15% dividend, if all underwriting is favorable on autos)		10,349.00
	Radios on police cars		<u>600.00</u>
	Total 1-Yr. premium		33,359.00

Sincerely,

Kess Underwood
Underwood Insurance Agency

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

'80 SEP 15 PM 2:30

Select and consult an independent insurance agent or broker as you would your doctor or lawyer.



our
31st
year of service

FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY

80 SEP 15 PM 2:30
WILBURN INSURANCE & REAL ESTATE
101 MARSHALL STREET
GILMER, TEXAS 75644
PHONE: 843-2321
September 13, 1980

The Upshur County Commissioners Court
Upshur County, Texas 75644

Re: Insurance on and for Upshur County as requested on
August 11, 1980 by Everett Dean, County Judge of
Upshur County, Texas.

Dear Sirs:

We hereby propose to provide Insurance Coverage for Upshur
County, Texas as per your bid request dated August 11, 1980
and attached to and made a part of this bid.

We will provide all Insurance requested in The Western Fire
Insurance Company and/or The Western Casualty & Surety
Company of Fort Scott, Kansas with the Exception of the
Property Schedule but to Include the Radio Tower. The
Total Premium for a one year period of \$21,620.00.

We will provide coverage on the County Court House in
the amount of \$1,360,000.00, on it's Contents in the
amount of \$152,000.00, on the County Rock Building in
the amount of \$106,000.00 and its Contents of \$20,000.00
with an 80% Co-Ins. clause applicable. The one year premium
for the Property Insurance as stated will be \$1,716.00.
The property insurance will be provided in possibly four
companies represented by this agency that meet all of
your requirements as to the Best Rating and Financial Size.
The companies to be used are as follows; Fort Worth Lloyds,
Providence Lloyds, American States Ins. Co. of Texas and
The Western Fire Ins. Co.

In the event that you decide to leave off Comprehensive
and Collision on the Sheriff Department Automobiles
the premium would be reduced \$1,508.00 from the above
figures.

All rates & premiums quoted above are subject to the
approval of the State Board of Insurance for the State
of Texas. It is possible that we can provide the Property
Coverage at some downward deviation from the above quoted
premiums.

Yours very truly,

Wilburn Insurance Agency

By: *Elton F. Wilburn*
Elton F. Wilburn



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

The Upshur County Commissioner's Court invites your agency to submit a proposal on the following insurance schedule for Upshur County.

1. Comprehensive General Liability in the amount of \$300,000 Bodily Injury and \$10,000 Property Damage.
2. Comprehensive Automobile Fleet Liability in the amount of \$100,000/\$300,000 Bodily Injury and \$10,000 Property Damage as well as Uninsured Motorist in the amount of \$10/20/10,000. Coverage for hired and non-owned vehicles, approximately 50 individuals.
3. Physical Damage in the amount of \$100 Deductible Comprehensive and \$250 Deductible Collision on the Sheriff's department.
4. Physical Damage on County equipment.
5. Fire, Extended Coverage and Vandalism & Malicious Mischief as per the attached property list.

You will be required to have your bid in a sealed envelope clearly marked "Insurance Bid". Your bid must comply with the Texas Tort Claims Act for the policy period to be effective 10-1-80 to 10-1-81.

Variations to the attached schedules will be accepted, but must be submitted in detail for easy understanding. Estimated dividends must be stated in dollar amounts and in percentages. You must state whether or not dividend information has been filed by the Company to the State Board of Insurance.

The Complete name of each Insurance Company must be stated and that Company must have a Best rating of "A" and a Financial Size of Class VII.

Each bid must provide COMPLETE coverage for Upshur County. If full coverage is not provided on information submitted, the exception must be noted in detail. Bids must be mailed to: Upshur County Courthouse, Gilmer, Texas 75644, to the County Judge's office. The bids will be opened in the Commissioner's Court at 10:00 A.M. on September 15, 1980.

Respectfully,

Everett Dean
County Judge.
Upshur County

USPHUR COUNTY

PROPERTY

FIRE, EC, VMM

1. County 10-10	5 story 1976 Value Courthouse	*\$1,360,000 Build 152,000 Conter
2. County 10-20	1 story	*\$ 106,000 Build 20,000 Conter
3. Radio Tower	(atop Courthouse)	\$ 5,000

GENERAL LIABILITY

Upshur County Courthouse-excluding jail		22,326 Sq. Ft
Upshur County Jail		3,074 Sq. Ft
County Office Building (301 E. Butler)		6,442 Sq. Ft
Streets & Roads		600 Miles
Budget	Oct. 1980- Sept. 1981	\$2,050,368

PAYROLL

Clerical	\$ 458,998
Building Maintenance	27,541
Sheriff	203,870
Road & Bridge	306,632
Total	\$ 690,409

* Optional bid at replacement costs.

UPSHUR COUNTY
AUTOS

YEAR	MAKE	S/N	VALUE
76	Ford 2T Dump	F600V025562	\$8,000
72	Ford 2T Oil	F60GVP42048	6,000
79	Ford 2T Dump	F60CVL0567	13,000
78	Demco Trailer 4,900 lbs.	78110	4,000
68	Chev. 2T Dump	CE538S182194	4,000
70	Ford 2T Dump	F6TCKG54501	3,600
74	Ford 2½T Dump	CCE614V102553	5,000
74	Ford 2T Dump	F60DVT20696	7,000
75	Ford 2T Oil	F70EVV73709	5,000
69	Chev. 2T Oil	CS539P815773	4,000
73	Trailer 6,700 lbs.	15HA7331S	2,000
70	Dodge 2½T Dump	D6IEGOJ103445	2,300
71	Dodge 2½T Dump	DS1FGIJ309331	2,300
69	Chev. 2T Dump	CE539-J-805483	4,000
74	Ford 2T Dump	60DVT20836	5,000
69	Ford 2T Dump	F60CKE27620	4,000
79	Hercules Trailer 6,000 lbs.	C791542	3,500
71	Ford 2T Dump	F61VJ0297	4,500
64	Ford 2T Oil	F60BK505128	2,000
69	Ford 2T Dump	F60CKE71761	4,000
70	Ford 2T Dump	F60CKH55218	4,000
69	Ford 2T Dump	F60BKE71762	4,000
73	Dodge 2½T Dump	D61FG3J014669	2,500
73	Trailer 4,800 lbs.	9D73541S	2,000
69	Ford 2T Dump	F60CKE32785	4,000
72	Dodge 2½T Dump	D61FG2J500759	2,500
72	Dodge 2½T Dump	D61F62J500761	2,500
73	Chev. 2½T Dump	CCE613VI07693	2,500

SHERIFF'S DEPARTMENT
AUTOS

YEAR	MAKE	S/N	VALUE
79	Chev. Imp. 4d	1L69L9S173815	7,000
79	Chev. Imp. 4d	1L69L9S255055	7,000
79	Ford LTD 4d	9A63H197617	7,000
78	Ford LTD 4d	8P63H109936	6,500
78	Ply. Fury 4d	RL41N8A182807	6,500
77	Chev. Imp 4d	1L69L7C161863	6,000
80	Chev. Chevelle 4d	1T19HAR427919	6,800
79	Chev. Imp. 4d	1L69L9S262367	6,800

All have 2 way radio and other equipment; value approximately \$1,500 each.

YEAR	MAKE	DESCRIPTION	SER. #	VALUE
75	Ford	5000 Tractor	E1015C	\$7,000.
	A C	M 65 Grader	1752279	\$15,000.
	A C	M 65 Grader	1546097	\$15,000.
	John Deere	Backhoe	273790T	\$15,000.
	Cat	Grader	8T16996	\$18,000.
	Case	Loader	1016793	\$18,000.
	TOTAL PCT 1			

PCT 2

		Maintainer ModD	SND6532	\$8,400.
	Ford	Tractor 4000	SNC316433	\$7,000.
	Ford	Tractor 5000	C7NN7006R	\$8,000.
	A C	Backhoe 715	SN1216	\$19,000.
	A C	Maintainer M65	SN24A01518	\$15,000.
	A C	Maintainer M70	SNM70140	\$18,000.
	Ford	Front End Loader	281-501	\$15,000.
	Ingram	10 wheel roller		\$10,000.
	A C	G6 Front End Loader	HD60-20069	\$11,000.
68	Chev.	2 T Oil Truck 2250 Gal.		\$6,000.
73	Chev.	2 1/2 T Winch		\$8,000.
69	Chev.	2T Oil Truck 1800 gal.		\$4,000.
TOTAL PCT 2				\$129,400.

PCT 3

60	Ford	F600 Oil Truck	194912	\$5,000.
55	Chev.	6400 Oil Truck	194913	\$4,000.
	Cat	120G	87V-2890-78P4137	\$4,000.
	Cat	112	68E-103	\$16,000.
	A C	M65 Grader	24A00927	\$15,000.
	A C	M 65 Grader	24A00942	\$15,000.
	A C	HD6G Track Loader	21024	\$23,000.
	A C	HD6G Track Loader	3663	\$23,000.
	Case	580 B Backhoe	5260734	\$7,000.
	Ford	5000 Tractor	C419421	\$7,000.
TOTAL PCT 3				\$159,000.

PCT 4

YEAR	MAKE	DESCRIPTION	SER. #	VALUE
71	Ford	2T Winch	F61UJ0297	\$5,000.
	A C	M65 Grader	24A01895	\$15,000.
	John Deere	570A Grader	570A-05819T	\$30,000.
	A C	M100 Grader	M100-622794-9	\$30,000.
	Ford	3550 Load/Backhoe	R111050	\$15,000.
	Ford	5000 Tractor	4204B-C433422	\$7,000.
	Ford	5000 Tractor	B1014C-C311008	\$7,000.
	A C	Tractor Loader	HD6G-19848	\$23,000.
TOTAL PCT 4				\$132,000.

TOTAL \$508,000.00



SOUTHWEST INSURANCE ASSOCIATION OF AUSTIN, INC
4405 PACK SADDLE PASS
AUSTIN, TEXAS 78745 (512) 443-0954

FILED
J.B. HILL, JR.
CLERK UP SHUR COUNTY

'80 SEP 15 PM 2:30
MAILING ADDRESS
P O BOX 1084
AUSTIN, TEXAS 78767

September 10, 1980

Honorable Judge Everett Dean
and Upshur County Commissioners
P. O. Box 1084
Gilmer, Texas 75644

Re: Insurance Quote

Dear Judge and Commissioners:

Our quote as per your specifications is as follows:

Automobile:

Bodily Injury - \$100,000/300,000	\$3,296.00
Property Damage - \$10,000	2,832.00
Uninsured Motorists - \$10,000/20,000	224.00
Comprehensive - \$100.00 Deductible	393.00
Collision - \$250.00 deductible	1,235.00
Two Way Radios	216.00
Total	\$8,196.00
Less: Premium Discount	- 306.00
Less: "Anticipated" Dividend	-1,090.00
Anticipated Net Annual Cost	\$6,800.00

This quote does not include the experience modifier which will be added by endorsement. The figures are based on one year, but does agree to renew each year for three years should the commissioners so choose. The company is INA Underwriters with a Best rating of "A" class 15. The anticipated dividend is 15%.

Our quotation for a Multi-Peril policy providing Fire, EC and V&MM and General Liability is for one and three years.

1. For One Year:

Fire	\$168.00
EC	540.00
V&MM	151.00
Radio Tower	17.00
Liability	<u>5,799.00</u>
Total	\$6,682.00

Upshur County Insurance Quote

2. For Three Years:

Fire	\$363.00
EC	1,632.00
V&MM	442.00
Radio Tower	17.00
Liability	<u>17,400.00</u>
Total	\$19,854.00

This quote Does not include the experience modifier on the General Liability which will be included by endorsement. The company used is INA Underwriters with a Best rating of "A" Class 15. The dividend on the General Liability is anticipated at 15%.

Our quotation on the physical damage coverage on the Upshur equipment is:

One Year:

Total Cost of Equipment: \$508,000.00

Annual Premium : \$2,032.00

Three Year:

3yr. Premium: \$6,096.00

This is quoted through INA Underwriters with a Best Rating of "A" Class 15. This equipment floater has a \$25.00 deductible per accident.

Summary of Quotation: (Net Cost)

	<u>Annual</u>		<u>Three Year</u>
Auto	\$ 6,800.00	(Estimated)	\$20,400.00
TMP (Property & Liability)	6,682.00	(Estimated)	19,854.00
Equipment	<u>2,032.00</u>	(Estimated)	<u>6,096.00</u>
Total	\$ 15,514.00		\$46,350.00

It is the desire of Southwest Insurance Association of Austin, Inc. to provide the Commissioner's Court a method by which they can best serve their constituency.

We welcome your Investigating our results by listing a few of the counties we now insure. Bell, Burnet, Caldwell, Irion, Milam, Sutton and Travis County.

Let us hear from you soon. Call TOLL FREE 1-800-252-9435.

Very truly yours,
Burt Lewis
Burton E. Lewis
Vice President
BEL/mle

delinquent tax records of said county from 1939 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners Court and Second Party mutually deem collectible.)

II.

Taxes which become delinquent during the term of this contract shall become subject to the terms of this contract on July 1st of the year in which the same shall become delinquent. And further, with reference to taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after July 1st of such year; and where the State and County are impleaded or intervene in a suit brought by another taxing unit, it shall be Second Party's duty to include in his answer or intervention all taxes delinquent before trial on the property involved, regardless of when such taxes become delinquent; in all such cases Second Party shall be entitled to the commission herein provided for collecting delinquent taxes.

III.

Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work and all charges on the tax rolls that show from 1939 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A certificate shall be prepared on forms furnished by the State Property Tax Board, Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a certificate issued, and that will meet with the approval of the State Property Tax Board, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same, and shall, before filing suits for the recovery of delinquent taxes for any year or years prepare delinquent tax statements, and shall mail a tax notice to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county. This tax notice shall state the year or years delinquent, the amount of tax, penalty and interest due up to the date the tax notice is mailed and a correct description of the property. Second Party shall keep adequate records of the tax notice mailed so that the Tax Assessor-Collector of said county can verify that such notices were mailed. Once the tax notice has been mailed to the owner or owners as shown on the tax roll, the records of tax notices mailed and the tax statement shall be made available upon request to the Tax Assessor-Collector of said County at the Tax Assessor-Collector's office for his information and use. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts; and where there are several lots in the same addition or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

V.

Second Party, in preparation for mailing notices for the enforced collection of delinquent taxes on real property, shall, on the tax statements prepared under Section IV, show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres

so delinquent and a correct description of the property, the year or years delinquent, and how it was charged upon the tax roll. This statement shall further contain the name of the owner or owners of the property at the time it became delinquent as indicated by the delinquent tax records

Further when suit becomes necessary this statement shall also indicate the current owner, the Volume and Page of public record of his or their Deed or other title evidence which is of record and any other pertinent information gained through a diligent search. It shall further show the name of any and all outstanding lien-holders of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense, however, where it is necessary to file suit for the enforced collection of delinquent taxes on real property, Second Party shall have the authority to procure on behalf of First Party the necessary additional data and information as to the name, identity and location of necessary parties and in the procuring of necessary legal descriptions of the property and may sue in the name of First Party for the recovery of the actual cost of this information as court costs, as authorized by Article 7345B, Section 6, Vernon's Annotated Civil Statutes. It is agreed and understood that First Party will not be liable for any of the above mentioned cost

VI.

Second Party shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on State Property Tax Board forms provided therefor, may be collected; and when collections are not made, to assist in reducing same to final judgment and sale

VII

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring data and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party, either directly or indirectly; and Second Party shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof. However, expenses incurred in citing the defendant(s) by publication will be paid by the County to the newspaper making such publication as soon as practicable after receipt of the publisher's claim for payment pursuant to Article 7345(b)-2, V.C.S. Provided further that no costs shall be incurred for publications without prior approval of First Party's governing body.

VIII.

First Party agrees to pay to Second Party as compensation for the services hereunder required 15 percent (not to exceed fifteen (15) percent) of the amount collected of all delinquent taxes, penalty and interest subject to this contract actually collected and paid to the Collector of Taxes during the term of his contract, which Second Party is instrumental in collecting, including collection of taxes on property not appearing on the assessment rolls nor shown delinquent, but which would have been so shown had it been properly assessed, discovered by said Second Party, as and when collected, following the end of each month within the period of this contract, accordingly as the Collector makes up his

monthly reports. The percent of compensation here referred to shall be contingent upon the collection of such taxes as by Act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, levied against State-owned property for county and district purposes, the payment of which is to be taken care of by legislative appropriation provided for by Statute, are excluded from the provisions of this contract. Second Party shall not receive or collect any taxes, penalty or interest under this contract, but the same shall be paid to the Tax Assessor-Collector as other delinquent taxes.

IX

This contract shall be in force from 8-4 1980, to 12-31 1980, both dates inclusive, (not to exceed beyond December 31, 1980, the end of the present administration of the Commissioners' Court), and at the expiration of said period this contract shall terminate, except the contractor shall be allowed six (6) months in which to prosecute to trial court judgment suits filed prior to Dec. 31 1980, terminating date of this contract, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. Further, if the Parties execute a renewal or extension contract within 30 days after the above termination date, Second Party is entitled to the compensation provided in Section VIII for 30 days after the above expiration date. The Commissioners' Court and the State Property Tax Board shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

X

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors in office, in the sum of 250.00 Dollars, (not to be less than \$250.00 accordingly as the Commissioners' Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unencumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, and further conditioned that he shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise. Said bond shall be approved in open Commissioners' Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Property Tax Board.

XI

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, the County Tax Assessor-Collector is hereby authorized and directed to deduct the above specified percent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for by the State Property Tax Board, which when received in the Board's office will be the Board's authority to allow said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector, before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section X of this contract has been approved and placed on record in the office of the County Clerk and that this contract has been approved by the State Property Tax Board and the Attorney General; and it is hereby further provided, that should any questions arise regarding commission or an

amount equal thereto, placing the same in escrow, and apply to the State and County, accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

XII.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners' Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of carrying out the obligations of this contract by Second Party.

XIII.

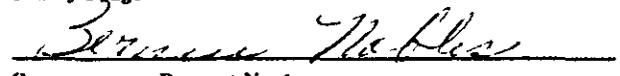
It shall be the duty of the Commissioners' Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require. Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party; and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the County Attorney or District Attorney (where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney prosecuting suits under this contract is here fully empowered and authorized to proceed with such suits without the joinder and assistance of said County or District Attorney. Second Party shall not become the purchaser of any property at tax sales under his contract, nor shall Second Party benefit directly or indirectly from the performance of this contract except to the extent of compensation provided in Paragraph VIII of this contract

IN CONSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

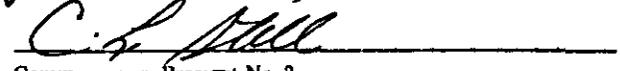
WITNESS the signature of all parties hereto in triplicate originals, this the 4th day of August, A.D. 1980, Upshur County, State of Texas.

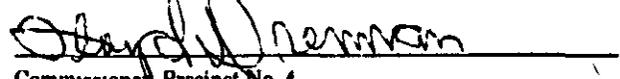
BY:


County Judge

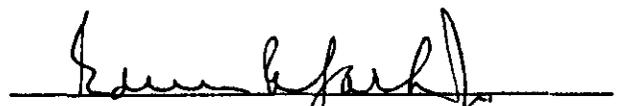

Commissioner, Precinct No 1


Commissioner, Precinct No 2


Commissioner, Precinct No 3


Commissioner, Precinct No 4

FIRST PARTY


SECOND PARTY

THE STATE OF TEXAS
STATE PROPERTY TAX BOARD

Examined and approved as to substance and form, on this the _____ day of _____

A.D., 19____.

EXECUTIVE DIRECTOR
STATE PROPERTY TAX BOARD

Examined and approved as to substance and form, on this the _____ day of _____

A.D., 19____.

ATTORNEY GENERAL

By. _____

Assistant Attorney General

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

I Edwin R. York, Jr., a duly licensed attorney, do certify that I have no business connection with any county office or officer within Upshur County; and that I am not related within the second degree of affinity or within the third degree of consanguinity to any member of the Commissioners' Court, the Tax Collector, or County or District Attorney now holding office in Upshur County

Edwin R. York, Jr.
ATTORNEY

Subscribed and sworn to before me, by the said Edwin R. York, Jr., this the 4 day of August, 1980, to certify which witness my hand and seal of office.

Bobbie Hawkins
Notary Public in and for Upshur County, Texas
"My commission expires the 28 day of July, 1984"

WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

I, the undersigned ~~County~~ ^{Criminal District} Attorney of Upshur County, Texas do hereby acknowledge that the Commissioners' Court of the said County has notified me to file suit for the collection of delinquent taxes in said county, however, due to the fact that it would be physically impossible for me to personally file and handle such suits, and at the same time to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a ~~County~~ ^{Criminal District} Attorney to file and to prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby decline to file such suits do hereby waive the thirty days written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

Witness my hand this, the 4th day of August A.D., 19 80

Dwight Brannon
Criminal District Attorney
Term Expires Dec 31 1982
Upshur County, Texas

THE STATE OF TEXAS §
 §
COUNTY OF Upshur §

I, J. B. Hill, Jr. County Clerk of Upshur

County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain waiver executed by Dwight Brannon ~~County~~ ^{Criminal District} Attorney, of Upshur County, as the same appears of record in Volume 20 Page 528 of the minutes of the Commissioners' Court of Upshur County.

Given under my hand and seal of office, this 4 day of August 19 80.

J. B. Hill, Jr.
County Clerk
Upshur County, Texas

CERTIFICATE OF COUNTY JUDGE

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

The foregoing bond of Edwin R. York, Jr., holding contract for the collection of State and County delinquent taxes in Upshur County, Texas was read and approved in open Commissioners' Court, this the 4 day of August, 19 80

[Signature]
County Judge
Upshur County, Texas

THE STATE OF TEXAS §
COUNTY OF Upshur §

I, J. B. Hill, Jr., Clerk, County Court of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Bond of Edwin R. York, Jr. Delinquent Tax Collector of Navarro County, Texas, as the same appears of record in Vol. 20, Page Minutes of the Commissioners' Court of Upshur County, Texas

To certify which, witness my hand and seal of office, this the 4 day of August 19 80

A D

[Signature]
County Clerk
Upshur County, Texas

NOTE:

In case the Certificate of the County Judge is not filled out and signed, then in lieu thereof a certified copy of the Order of the Commissioners' Court approving the bond should be made by the County Clerk which should be attached to the bond when sent to this office for the State Property Tax Board's file

RESOLUTION AND ORDER

On this the 4 day of August 19 80, at a special meeting of the Commissioners' Court of Upshur County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by Floyd Drennan County Commissioner of Precinct No 4, seconded by J. W. Meadows County Commissioner of Precinct No. 2, that subject to approval by the State Property Tax Board and Attorney General of Texas said Commissioners' Court in behalf said County do make and enter into a contract with Edwin R. York, Jr. a licensed attorney, for the latter to collect delinquent taxes in said County for 15 % of the amount of taxes, penalty and interest collected, said contract to end on the 31 day of December 19 80, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$ 250.00, and to be on forms currently promulgated and recommended by the State Property Tax Board

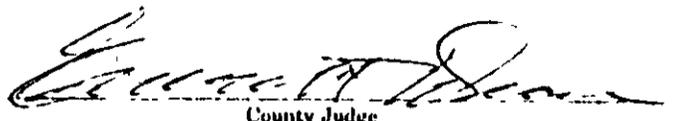
Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were:

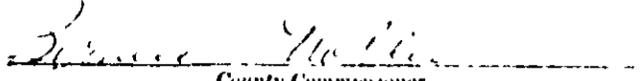
- Bernice Nobles
- J. W. Meadows
- Charles Still
- Floyd Drennan

Those voting "No" were.

- None
- _____
- _____
- _____

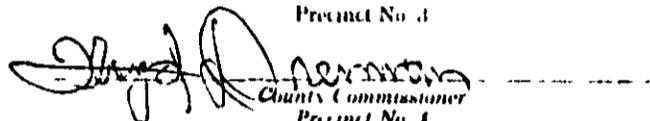
It is therefore ordered that said contract be prepared and executed, submitted to the State Property Tax Board and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.


County Judge


County Commissioner
Precinct No. 1


County Commissioner
Precinct No. 2


County Commissioner
Precinct No. 3


County Commissioner
Precinct No. 4

THE STATE OF TEXAS §

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

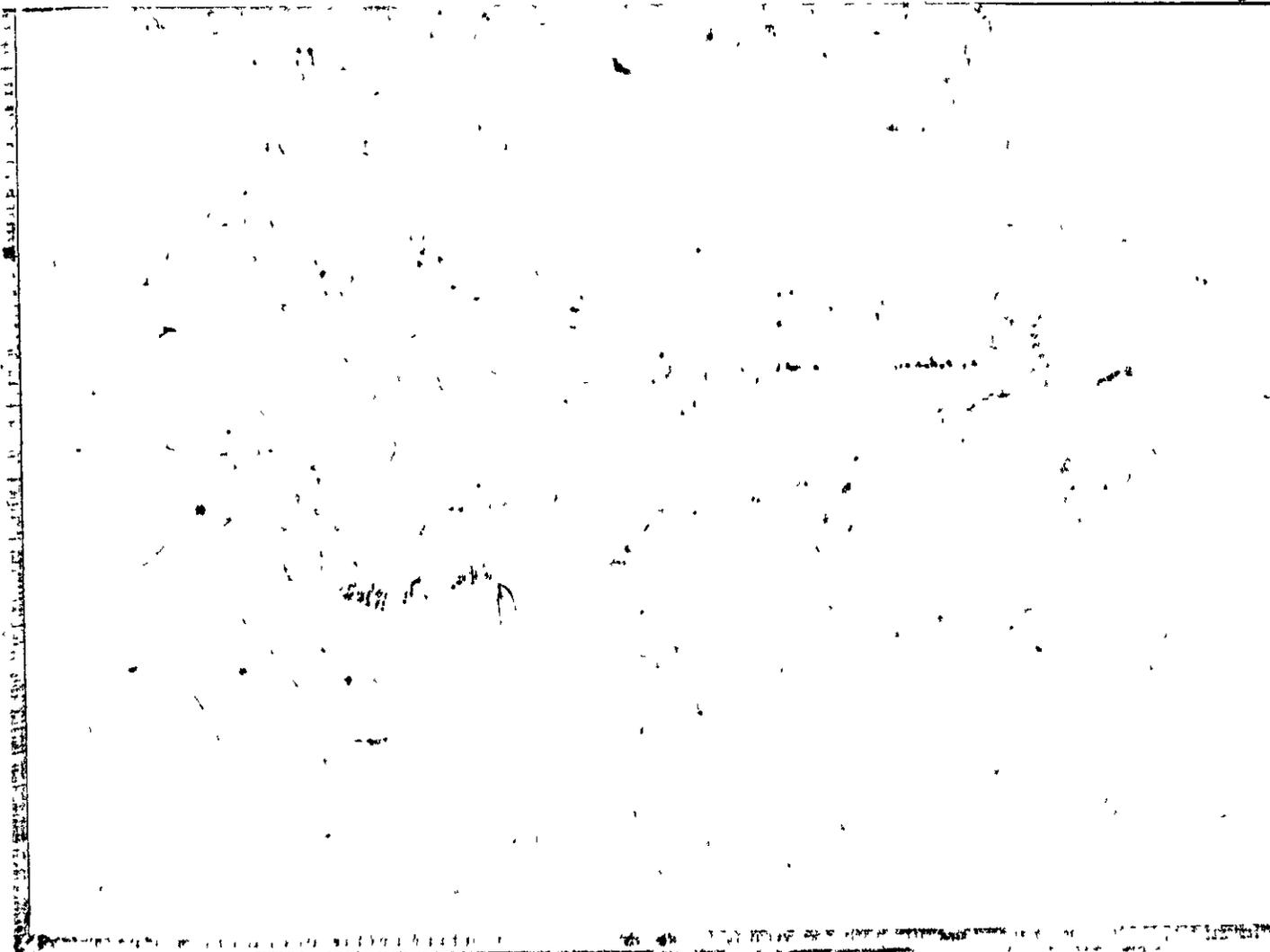
VOL. 20 PG. 653

I, the undersigned, County Clerk of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioners' Court, of record in Volume 24, Page 627, of the Minutes of said Court.

Witness my official hand and seal this 4 day of August, 1980.

J. B. Keep County Clerk

Upshur County, Texas



LAWYERS TITLE AGENCY

422 NORTH GREEN PH 757-5116
LONGVIEW, TX 75601

422

9-24-1980

88 560
1119

PAY TO THE
ORDER OF

County Clerk, Upshure County

\$ 150⁰⁰/₁₀₀

One Hundred Fifty and No/100

DOLLARS

LAWYERS TITLE AGENCY



FIRST NATIONAL BANK
GILMER, TEXAS 75644

FOR

October, 1980

Elizabeth Barlow

⑆ 111905609⑆ ⑈00⑈094⑈3⑈0⑈

State Property Tax Board
Form V-2.01 (6/80)

WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

I, the undersigned ~~County~~ ^{Criminal District} Attorney of Upshur County, Texas do hereby acknowledge that the Commissioners' Court of the said County has notified me to file suit for the collection of delinquent taxes in said county; however, due to the fact that it would be physically impossible for me to personally file and handle such suits, and at the same time to properly discharge the other duties of my office, and to the further fact that the statutes do not provide adequate compensation for a ~~County~~ ^{Criminal District} Attorney to file and to prosecute suits for delinquent taxes, but do make adequate provisions for other attorneys to handle the same, I do hereby decline to file such suits do hereby waive the thirty days written notice provided in Article 7335, Revised Civil Statutes, and do hereby agree that the Commissioners' Court of said County may contract with some other competent attorney to enforce or assist in the enforcement of the collection of delinquent State and County taxes.

Witness my hand this, the 4th day of August A D., 1980

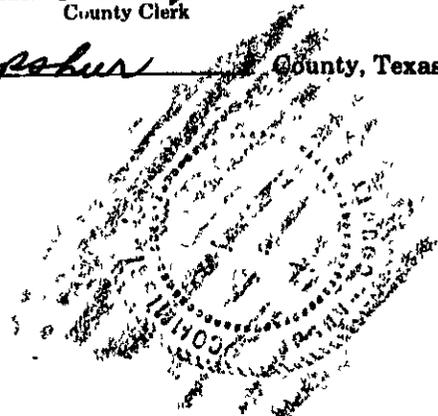
Dwight Brannon
Criminal District Attorney
Term Expires Dec. 31 1982
Upshur County, Texas

THE STATE OF TEXAS §
 §
COUNTY OF Upshur §

I, J. B. Hill, Jr. County Clerk of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain waiver executed by Dwight Brannon ~~County~~ ^{Criminal District} Attorney, of Upshur County, as the same appears of record in Volume 20 Page 528 of the minutes of the Commissioners' Court of Upshur County.

Given under my hand and seal of office, this 4 day of August 19 80.

J. B. Hill, Jr.
County Clerk
Upshur County, Texas



RESOLUTION AND ORDER

On this the 4 day of August 19 80, at a Special meeting of the Commissioners' Court of Upshur County, Texas, there came on for consideration the making of a contract for the collection of delinquent taxes, and motion was made by Floyd Drennan County Commissioner of Precinct No 4, seconded by J. W. Meadows County Commissioner of Precinct No. 2, that subject to approval by the State Property Tax Board and Attorney General of Texas said Commissioners' Court in behalf said County do make and enter into a contract with Edwin R. York, Jr. a licensed attorney, for the latter to collect delinquent taxes in said County for 15 % of the amount of taxes, penalty and interest collected, said contract to end on the 31 day of December 19 80, with six months thereafter to complete pending suits, requiring said attorney to give bond in the sum of \$ 250.00, and to be on forms currently promulgated and recommended by the State Property Tax Board

Said motion being put to vote, it carried by a vote of 4 to 0. Those voting "Aye" were

- Bernice Nobles
- J. W. Meadows
- Charles Still
- Floyd Drennan

Those voting "No" were

- None
- _____
- _____
- _____

It is therefore ordered that said contract be prepared and executed, submitted to the State Property Tax Board and Attorney General of Texas, and if approved by them, recorded in the minutes of this Court.

[Signature]
County Judge

[Signature]
County Commissioner
Precinct No. 1

[Signature]
County Commissioner
Precinct No. 2

[Signature]
County Commissioner
Precinct No. 3

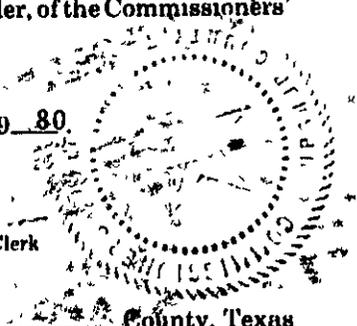
[Signature]
County Commissioner
Precinct No. 4

THE STATE OF TEXAS §
THE STATE OF TEXAS §
COUNTY OF UPSHUR §

I, the undersigned, County Clerk of Upshur County, Texas, do hereby certify that the above and foregoing is a true and correct copy of a certain Resolution and Order, of the Commissioners' Court, of record in Volume 20, Page 527, of the Minutes of said Court.

Witness my official hand and seal this 4 day of August, 19 80.

[Signature] County Clerk
Upshur County, Texas



FILED
J.B. HILL, JR.
CLERK UPSHUR COUNTY
1980 SEP 26 AM 9 19

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR

WHEREAS, The Commissioners' Court, after having given to the _____
Criminal (District) (County)
Attorney of _____ Upshur County thirty days written notice to file
delinquent tax suits, and

~~(1) said Attorney having _____,
_____ (failed) _____~~

(2) having received from him a written statement declining the request of this Court to file
delinquent tax suits, for reasons therein stated, and waiving his right to the 30-day period
and consenting to the Court's entering into a contract with others for the collection of
delinquent taxes, without awaiting the 30-day period,

and a record thereof having been made in the Minutes of said Court, and

WHEREAS, the Commissioners Court of _____ Upshur _____ County, Texas,
joined by the State Property Tax Board of the State of Texas, deem it necessary and expedient to contract
with some competent attorney to enforce the collection of all delinquent State and county taxes for a
percent of said taxes, penalties and interest actually collected and paid to the Collector of Taxes, as
provided in Chapter 21, Acts of the Third Called Session of the 38th Legislature, Article 7335, Revised Civil
Statutes, 1925, Chapter 8, Acts of the Fourth Called Session of the 41st Legislature, Article 7335a,
Vernon's Annotated Civil Statutes, and Chapter 229, Acts of the 42nd Legislature, Article 7264a, Vernon's
Annotated Civil Statutes, and

WHEREAS, After making an investigation into the competency, experience and ability of
_____ Edwin R. York, Jr. _____ a licensed attorney under the laws of this State, whose post office address
is P.O. Box 1916, _____ as to his fitness for said work, and after considering the same, are of the
Corsicana, Texas 75110
opinion that he is a proper party to take such steps as may be necessary to enforce or assist in the
enforcement of the collection of such delinquent taxes by the preparation, filing and pushing to a speedy
conclusion all suits for the collection thereof, further that he has no business connection with any county
office or county officer within said county, and that he is not related within the third degree of
consanguinity to any member of the Commissioners Court, the Tax Collector, or County or District
Attorney now holding office in said County, and that said attorney has so certified in an affidavit
attached hereto which is incorporated into this contract for all purposes

NOW, THEREFORE, THIS CONTRACT, made and entered into by and between the County
of _____ Upshur _____ Texas, a body politic and corporate, acting herein, and by and through
the Commissioners Court, joined by the State Property Tax Board of the State of Texas, hereinafter styled
First Party, and _____ Edwin R. York, Jr. _____ of the County of _____ Navarro _____
State of Texas, hereinafter styled Second Party

WITNESSETH

I

First Party agrees to employ and does hereby employ Second Party to enforce by suit or
otherwise, and to aid and assist the local officers in the enforcement of the collection of all delinquent State
and County ad valorem taxes, penalty and interest, and all delinquent taxes, penalty and interest (except
taxes of independent school districts and incorporated cities and towns collected by the County Tax
Collector on a separate tax roll) due any and all political subdivisions or defined districts of said county
and State which are listed on the County tax roll and which the County Tax Collector receives and receipts
for, under the provisions of Article 7254, Revised Statutes, 1925, and shown to be delinquent upon the

delinquent tax records of said county from 1939 to the date of the termination of this contract as fixed in Section IX hereof (including such personal property or insolvent taxes as the Commissioners Court and Second Party mutually deem collectible.)

II

Taxes which become delinquent during the term of this contract shall become subject to the terms of this contract on July 1st of the year in which the same shall become delinquent. And further, with reference to taxes which may have fallen delinquent on February 1st or subsequent thereto next preceding the date of this contract, it is agreed that where suit is or has been brought on any property for prior years delinquent taxes, Second Party shall include in his action all taxes on the property involved, delinquent before trial, whether before or after July 1st of such year; and where the State and County are impleaded or intervene in a suit brought by another taxing unit, it shall be Second Party's duty to include in his answer or intervention all taxes delinquent before trial on the property involved, regardless of when such taxes become delinquent, in all such cases Second Party shall be entitled to the commission herein provided for collecting delinquent taxes

III

Second Party is to call to the attention of the County Tax Collector or other officials any errors, double assessments, or other discrepancies coming under his observation during the progress of the work and all charges on the tax rolls that show from 1939 to the date of the termination of this contract to be delinquent, which are caused through error, conflicts, double renditions, illegal assessments, etc. A certificate shall be prepared on forms furnished by the State Property Tax Board, Austin, Texas, showing how such errors came about, and which shall be sufficiently full and complete as to justify the Commissioners Court in ordering a certificate issued, and that will meet with the approval of the State Property Tax Board, Austin, Texas.

IV.

Second Party hereby agrees and obligates himself to communicate with each and every person, firm, association or corporation owing any of such taxes, with a view of collecting same; and shall, before filing suits for the recovery of delinquent taxes for any year or years prepare delinquent tax statements, and shall mail a tax notice to the owner or owners of said property at their last known address, covering all delinquent taxes shown to be due on the tax rolls of said county. This tax notice shall state the year or years delinquent, the amount of tax, penalty and interest due up to the date the tax notice is mailed and a correct description of the property. Second Party shall keep adequate records of the tax notice mailed so that the Tax Assessor-Collector of said county can verify that such notices were mailed. Once the tax notice has been mailed to the owner or owners as shown on the tax roll, the records of tax notices mailed and the tax statement shall be made available upon request to the Tax Assessor-Collector of said County at the Tax Assessor-Collector's office for his information and use. In the event that the taxes, together with penalty and interest, are not paid within thirty (30) days from the date such notices are mailed, then Second Party shall prepare, file and institute, as soon as practical thereafter, a suit for the collection of said taxes, penalty and interest, which suit shall include all past due taxes for all previous years on such tract or tracts; and where there are several lots in the same addition or subdivision delinquent, belonging to the same owner or owners, all said delinquent lots shall be made the subject of a single suit, and which suit shall be prosecuted with dispatch to final judgment and sale unless said taxes are sooner collected.

V.

Second Party, in preparation for mailing notices for the enforced collection of delinquent taxes on real property, shall, on the tax statements prepared under Section IV, show the amount of delinquent taxes due against each and every tract, lot or parcel of land, and shall show the number of acres

so delinquent and a correct description of the property, the year or years delinquent, and how it was charged upon the tax roll. This statement shall further contain the name of the owner or owners of the property at the time it became delinquent as indicated by the delinquent tax records.

Further when suit becomes necessary this statement shall also indicate the current owner, the Volume and Page of public record of his or their Deed or other title evidence which is of record and any other pertinent information gained through a diligent search. It shall further show the name of any and all outstanding lien-holders of record, and all other information necessary for the proper preparation and filing of suit or suits for the collection of delinquent taxes. Second Party shall perform these services at his own cost and expense; however, where it is necessary to file suit for the enforced collection of delinquent taxes on real property, Second Party shall have the authority to procure on behalf of First Party the necessary additional data and information as to the name, identity and location of necessary parties and in the procuring of necessary legal descriptions of the property and may sue in the name of First Party for the recovery of the actual cost of this information as court costs, as authorized by Article 7345B, Section 6, Vernon's Annotated Civil Statutes. It is agreed and understood that First Party will not be liable for any of the above mentioned cost.

VI

Second Party shall prepare, or aid and assist the County or District Attorney in preparing, all petitions, citations, notices by publication, personal service citations, notices by posting, judgments, notices of sale, orders of sale and any and all other things necessary or required to be done for the collection of all delinquent taxes, and shall render all necessary and proper assistance to each of the other officers to the end that all taxes assessed or unknown and unrendered now delinquent, or that may become delinquent during the life of this contract and be so reported on State Property Tax Board forms provided therefor, may be collected, and when collections are not made, to assist in reducing same to final judgment and sale.

VII

It is further agreed and understood that Second Party shall furnish, at his own expense, all stationery, legal blanks or forms, stamps, envelopes and printing, together with all labor necessary to complete said contract including labor and expense incurred in procuring data and information as to the name, identity and location of necessary parties, and in procuring necessary legal descriptions of the property as provided in Paragraph V in all cases where such expenses are not collected as costs against the defendant or defendants in the tax suit, but in no event shall such cost be paid to Second Party, either directly or indirectly; and Second Party shall pay off and discharge any and all bills for any other expenses incurred in the prosecution of said work, and it is hereby understood and agreed that said First Party shall not be responsible for the payment of such expense or any part thereof. However, expenses incurred in citing the defendant(s) by publication will be paid by the County to the newspaper making such publication as soon as practicable after receipt of the publisher's claim for payment pursuant to Article 7345(b)-2, V.C.S. Provided further that no costs shall be incurred for publications without prior approval of First Party's governing body.

VIII

First Party agrees to pay to Second Party as compensation for the services hereunder required 15 percent (not to exceed fifteen (15) percent) of the amount collected of all delinquent taxes, penalty and interest subject to this contract actually collected and paid to the Collector of Taxes during the term of his contract, which Second Party is instrumental in collecting, including collection of taxes on property not appearing on the assessment rolls nor shown delinquent, but which would have been so shown had it been properly assessed, discovered by said Second Party, as and when collected, following the end of each month within the period of this contract, accordingly as the Collector makes up his

monthly reports. The percent of compensation here referred to shall be contingent upon the collection of such taxes as by Act of the Legislature are required to be collected. Should any remission of penalty and interest on taxes appearing on the delinquent records be made by legislative enactment effective during the period of this contract, the same shall not be collected nor commission allowed thereon. Also, ad valorem taxes, delinquent, levied against State-owned property for county and district purposes, the payment of which is to be taken care of by legislative appropriation provided for by Statute, are excluded from the provisions of this contract. Second Party shall not receive or collect any taxes, penalty or interest under this contract, but the same shall be paid to the Tax Assessor-Collector as other delinquent taxes.

IX.

This contract shall be in force from 8-4 1980, to 12-31 1980, both dates inclusive, (not to exceed beyond December 31, 1980, the end of the present administration of the Commissioners' Court), and at the expiration of said period this contract shall terminate, except the contractor shall be allowed six (6) months in which to prosecute to trial court judgment suits filed prior to Dec. 31 1980, terminating date of this contract, and shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. Further, if the Parties execute a renewal or extension contract within 30 days after the above termination date, Second Party is entitled to the compensation provided in Section VIII for 30 days after the above expiration date. The Commissioners' Court and the State Property Tax Board shall have the right to sooner terminate this contract for cause, giving thirty (30) days written notice of such intention, with a statement of the cause or reasons for such termination, after giving Second Party a reasonable opportunity of explaining or rectifying the same. In case of such termination, Second Party shall be entitled to receive and retain all compensation due up to the date of said termination.

X

Before any commissions are paid out under the terms of this contract, Second Party shall furnish a good and sufficient bond, payable to the County Judge and to his successors in office, in the sum of 250.00 Dollars, (not to be less than \$250.00 accordingly as the Commissioners' Court deems just and proper) to be executed by a solvent surety company; or if executed by private parties, the bond shall be signed by at least three good and sufficient sureties owning unencumbered real estate subject to execution, of value equal to the amount of bond and conditioned upon the specific performance of the terms hereof, and further conditioned that he shall forthwith pay over to the Tax-Collector, or other persons justly entitled thereto, any money or commissions paid him by mistake, through error, or otherwise. Said bond shall be approved in open Commissioners' Court, signed by the County Judge, filed and recorded in the County Clerk's office, and a certified copy of same furnished to the State Property Tax Board.

XI.

At the end of each month, or as soon thereafter as the Tax Assessor-Collector shall have made up his report showing collections made for such month, the County Tax Assessor-Collector is hereby authorized and directed to deduct the above specified percent of said taxes, penalty and interest, or such amount as can be allowed under the penalty and interest restriction, to which Second Party is entitled, and to pay the same to him unless otherwise herein directed, and to take his receipt as provided for by the State Property Tax Board, which when received in the Board's office will be the Board's authority to allow said Tax Assessor-Collector credit for the amount so paid. The Tax Assessor-Collector, before complying with the provisions of this Section, shall first satisfy himself that the bond required of Second Party under the provisions of Section X of this contract has been approved and placed on record in the office of the County Clerk and that this contract has been approved by the State Property Tax Board and the Attorney General; and it is hereby further provided, that should any questions arise regarding commission or an

amount equal thereto, placing the same in escrow, and apply to the State and County, accordingly as they may be affected, for information and direction as to the proper amount of commission due to be allowed under the terms of this contract.

XII.

It is further agreed and understood that this contract is for personal services and is not transferable or assignable without the written consent and approval of First Party. It is also agreed that the Commissioners' Court of said county shall furnish suitable space in or near the courthouse, as convenient to the records of said county as may be, for the purpose of carrying out the obligations of this contract by Second Party.

XIII.

It shall be the duty of the Commissioners' Court and of all other officials of said county to cooperate with and render such reasonable assistance to said Second Party as the circumstances may require. Said assistance, however, is not to include the actual performance of the work herein designated to be performed by Second Party, and it being the duty of the County Attorney or of the District Attorney (where there is no County Attorney) to actively assist Second Party in the filing and pushing to a speedy conclusion all suits for the collection of delinquent taxes, it is hereby provided that where the County Attorney or District Attorney (where there is no County Attorney) shall fail or refuse to file and prosecute such suits in good faith, the Attorney prosecuting suits under this contract is here fully empowered and authorized to proceed with such suits without the joinder and assistance of said County or District Attorney. Second Party shall not become the purchaser of any property at tax sales under his contract, nor shall Second Party benefit directly or indirectly from the performance of this contract except to the extent of compensation provided in Paragraph VIII of this contract.

IN CONSIDERATION of the terms and compensation herein stated, the Second Party hereby accepts said employment and undertakes the performance of said contract as above written.

WITNESS the signature of all parties hereto in triplicate originals, this the 4th day of August, A. D. 1980, Upshur County, State of Texas

BY.

Frederick Deane

County Judge

Bernie Nobles

Commissioner, Precinct No 1

Jew Meadows

Commissioner, Precinct No 2

C. L. Hill

Commissioner, Precinct No 3

Stanley Wrennan

Commissioner, Precinct No 4

FIRST PARTY

Ken K. [Signature]

SECOND PARTY

THE STATE OF TEXAS
STATE PROPERTY TAX BOARD

Examined and approved as to substance and form, on this the 24th day of September
A.D., 1980.

Virginia M. Reeves.
for EXECUTIVE DIRECTOR
STATE PROPERTY TAX BOARD

Examined and approved as to substance and form, on this the 23rd day of September
A.D., 1980.

Mark White
ATTORNEY GENERAL

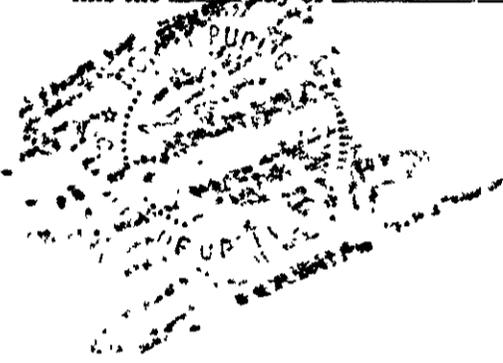
By Shirley J. Walden
Assistant Attorney General

THE STATE OF TEXAS §
 §
COUNTY OF UPSHUR §

I Edwin R. York, Jr., a duly licensed attorney,
do certify that I have no business connection with any county office or officer within
Upshur County; and that I am not related within the second degree of affinity or
within the third degree of consanguinity to any member of the Commissioners' Court, the Tax Collector,
or County or District Attorney now holding office in Upshur County

Edwin R. York, Jr.
ATTORNEY

Subscribed and sworn to before me, by the said Edwin R. York, Jr.,
this the 4 day of August, 1980, to certify which witness my hand and seal of office.



Babbie Harlins
Notary Public in and for Upshur
County, Texas
"My commission expires the 28 day of
July, 1984"