



# UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

June 13, 1983

Commissioners Court met in Regular Session with all members of the court present.

Judge Dean read the minutes of the June 6th meeting. Motion by Charles Still seconded by J.W. Meadows for the minutes to stand as read. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to approve an order for the issuance of the \$300,000 Upshur County General Obligation Certificates of Obligation, series 1983. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by Triple S. Ranch to place a culvert installation within the ROW of Hydrangea Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Special Road Use Agreement by Georgia-Pacific for the use of Sweet Williams Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Special Road Use Agreement by Georgia-Pacific for the use of Nasturtium and Snap Dragon Roads. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by Walter T. Winn to place a culvert installation within the ROW of Green Hills Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to accept Kim Road in the Winnwood Acres Subdivision into the County lateral Road system in Pct. 1. A copy of the plat was added to the minutes. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Contractual Agreement from Upshur Rural Electric Coop. Corp. for the relocation of utility lines on HWY 300. Motion carried. Copy attached.

Tommy L. Ferguson sent a letter to the court requesting that a bus turn around in Pct. 2 be repaired. Motion by J.W. Meadows seconded by Paul Davis to postpone any action until the next meeting. Motion carried.

Motion by Charles Still seconded by J.W. Meadows to change the vote of Paul Davis from opposed to yes in the meeting of June 6th 1983 concerning the county and District clerks attending a meeting the 21-24 of June. Motion carried.

Keith Barber met with the court concerning the Financial Report.

Motion by Paul Davis seconded by Delmo Lawson to approve the unpaid bills. Motion carried. Copy attached.

Court closed for Executive Session.

Ernest Dean  
County Judge

Reino Laurion  
Commissioner, Pct. 1

J.W. Meadows  
Commissioner, Pct. 2

Charles F. Still  
Commissioner, Pct. 3

Paul [unclear]  
Commissioner, Pct. 4

ORDER NO. \_\_\_\_\_

AN ORDER BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF \$300,000 "UPSHUR COUNTY, TEXAS, GENERAL OBLIGATION CERTIFICATES OF OBLIGATION, SERIES 1983," DATED JULY 1, 1983, AS AUTHORIZED BY ARTICLE 2368a.1, V.A.T.C.S.; MAKING PROVISION FOR THE PAYMENT AND SECURITY OF SUCH OBLIGATIONS: PROVIDING FOR THE SALE AND DELIVERY THEREOF; AND ENACTING PROVISIONS INCIDENT AND RELATING TO THE PURPOSES AND SUBJECT OF THIS ORDER

WHEREAS, under the provisions of Article 2368a.1, V.A.T.C.S., the Commissioners Court of Upshur County, Texas (the "County") is authorized to issue Certificates of Obligation for the purpose of purchasing land for the County Courthouse and County Jail Complex and paying contracts for professional services, including planners, attorneys and financial advisors in connection with said purchase and paying the necessary and incidental expenses related thereto;

WHEREAS, the County is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the County, and to sell the same for cash as herein provided;

WHEREAS, the Commissioners Court has found and determined that it is necessary and in the best interest of the County and its citizens that it issue the General Obligation Certificates of Obligation authorized by this Order;

WHEREAS, pursuant to an Order adopted May 10, 1983, Notice of Intention to Issue Upshur County, Texas, General Obligation Certificates of Obligation, Series 1983, was published in The Gilmer Mirror, which the Commissioners Court hereby finds to be a newspaper of general circulation in said County on the 19th day of May, 1983, and the 26th day of May, 1983, the date of the first publication of said Notice being at least fourteen (14) days prior to the date set for the passage of this Order;

WHEREAS, no petition of any kind has been filed with the County Clerk, any member of the Commissioners Court or any other official of the County, protesting the issuance of such Certificates; and

WHEREAS, this Commissioners Court is now authorized and empowered to proceed with the issuance of said Certificates of Obligation and to sell the same for cash; now, therefore,

BE IT ORDERED, ADJUDGED AND DECLARED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:

Section 1. That for the purpose of purchasing land for the County Courthouse and County Jail Complex and paying contracts for professional services, including planners, attorneys and financial advisors in connection with

said purchase, and paying the necessary and incidental expenses related thereto, there shall be and there is hereby ordered to be issued, under and by virtue of the Constitution and laws of the State of Texas, particularly Article 2368a.1, V.A.T.C.S., a series of Certificates of Obligation of Upshur County, Texas, to be known as "UPSHUR COUNTY, TEXAS, GENERAL OBLIGATION CERTIFICATES OF OBLIGATION, SERIES 1983" in the principal amount of Three Hundred Thousand Dollars (\$300,000).

Section 2. That said Certificates shall be dated July 1, 1983, shall be numbered consecutively from One (1) upwards, shall be issuable in the denomination of \$5,000 or any integral multiple thereof, and shall become due and payable serially on April 1, in each of the years in accordance with the following schedule:

<u>YEARS</u>	<u>AMOUNT</u>
1984	\$20,000
1985	20,000
1986	20,000
1987	20,000
1988	20,000
1989	20,000
1990	20,000
1991	20,000
1992	20,000
1993	20,000
1994	20,000
1995	20,000
1996	20,000
1997	20,000
1998	20,000

PROVIDED, HOWEVER, that the County reserves the right at its option to redeem the Certificates of this series in whole, or any part thereof, on April 1, 1988 or any interest payment date thereafter, for principal amount thereof and accrued interest to the date of redemption; PROVIDED FURTHER, that at least thirty (30) days prior to any interest payment date upon which any of said Certificates are to be redeemed, notice of redemption signed by the County Clerk (specifying the maturities and amount of Certificates to be redeemed) shall have been filed with the Gilmer National Bank, Gilmer, Texas (the paying agent named in each of said Certificates) (the "Paying Agent"), and if by the date so fixed for redemption the County shall have made available to the Paying Agent bank funds in amounts sufficient to pay the Certificates called for redemption and accrued interest thereon to the date of redemption, pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption and shall not be deemed to be outstanding for any purpose except for the purpose of receiving such funds.

Section 3. That each of said Certificates of Obligation shall bear interest from their date and while outstanding to their respective maturities at the following rates per annum, to-wit:

Certificates of Obligation maturing in the year 1984	%
Certificates of Obligation maturing in the year 1985	%
Certificates of Obligation maturing in the year 1986	%
Certificates of Obligation maturing in the year 1987	%
Certificates of Obligation maturing in the year 1988	%
Certificates of Obligation maturing in the year 1989	%
Certificates of Obligation maturing in the year 1990	%
Certificates of Obligation maturing in the year 1991	%
Certificates of Obligation maturing in the year 1992	%
Certificates of Obligation maturing in the year 1994	%
Certificates of Obligation maturing in the year 1995	%
Certificates of Obligation maturing in the year 1996	%
Certificates of Obligation maturing in the year 1997	%
Certificates of Obligation maturing in the year 1998	%

The principal of and interest on this issue of Certificates shall be payable in lawful money of the United States of America. The principal of this issue of Certificates shall be payable to or upon the order of the registered owner thereof or its duly authorized legal representative upon presentation and surrender thereof at the principal office of the Paying Agent. The interest on this issue of Certificates shall be payable by check mailed to the registered owner thereof at its address appearing in the Certificate registration books kept by the Paying Agent and Registrar.

Section 4. That the seal of said County may be impressed on each of said Certificates or, in the alternative, a facsimile of such seal may be printed on said Certificates. The Certificates may be executed by the imprinted facsimile signatures of the County Judge and County Clerk of the County, and execution in such manner shall have the same effect as if such Certificates had been signed by the Judge and County Clerk in person by their manual signatures. Inasmuch as such Certificates are required to be registered by the Comptroller of Public Accounts for the State of Texas, only his signature (or that of a deputy designated in writing to act for the Comptroller) shall be required to be manually subscribed to such Certificates in connection with his registration certificate to appear thereon, as hereinafter provided, all in accordance with the provisions of Article 717j-1, V.A.T.C.S.

Section 5. The Certificates shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF UPSHUR  
GENERAL OBLIGATION CERTIFICATE OF OBLIGATION  
SERIES 1983

The County of Upshur, State of Texas, promises to pay to \_\_\_\_\_, or registered assigns, on the FIRST DAY OF APRIL, \_\_\_\_\_, the principal sum of

\_\_\_\_\_ THOUSAND DOLLARS

(          ), in lawful money of the United States of America, with interest thereon from the date hereof to maturity at the rate of       % per annum, payable on ~~October 1, 1983~~<sup>April 1, 1984</sup>, and semiannually thereafter on each ~~April 1 and~~<sup>April 1 and</sup> ~~October 1~~<sup>April 1</sup> while this Certificate is outstanding.

The principal of and interest on this Certificate shall be payable in lawful money of the United States of America. The principal of this Certificate shall be payable to or upon the order of the registered owner hereof or its duly authorized legal representative upon presentation and surrender hereof at the principal office of Gilmer National Bank, Gilmer, Texas, the Paying Agent and Registrar for the Certificates. The interest on this Certificate is payable by check mailed to the registered owner hereof at its address appearing in the Certificate registration books kept by the Registrar.

THIS CERTIFICATE is one of a series of Certificates, numbered consecutively from One (1) upwards, aggregating in the principal sum of Three Hundred Thousand Dollars (\$300,000), issued for the purpose of purchasing land for the County Courthouse and County Jail Complex and paying contracts for professional services, including planners, attorneys and financial advisors in connection with said purchase, and paying the necessary and incidental expenses related thereto under and by virtue of the Constitution and laws of the State of Texas, including Article 2368a.1, V.A.T.C.S., and in accordance with an order duly passed and adopted by the Commissioners Court of Upshur County, Texas (the "County"), and of record in the minutes of the said Commissioners Court.

The Certificates are issuable as registered Certificates without coupons in the denomination of \$5,000 or any integral multiple thereof. Subject to the limitations and upon the terms provided in the Order, Certificates may be exchanged for a like aggregate principal amount of Certificates of authorized denominations. This Certificate is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner, subject to the limitations, and upon the terms provided in the Order, and upon surrender and cancellation of this Certificate. The Paying Agent shall not be required to transfer or exchange any Certificate after the publication or mailing of notice calling such Certificate for redemption has been given as provided in the Order, nor during the period of fifteen (15) days next preceding the giving of such notice for redemption or any interest payment date.

AS SPECIFIED, in the Order hereinabove mentioned, the County reserves the right at its option, to redeem the Certificates of this series in whole, or in any part thereof, on April 1, 1988 or any interest payment date thereafter, for the principal amount thereof and accrued interest to the date of redemption; PROVIDED, HOWEVER, that at least thirty (30) days prior to any interest payment date upon which any of said Certificates are to be redeemed, notice of redemption signed by the County Clerk (specifying the maturities and amounts of Certificates to be redeemed) shall have been filed with the Paying Agent, and if by the date so fixed for redemption the County shall have made available to the Paying Agent bank funds in the amounts sufficient to pay the Certificates called for redemption and accrued interest thereon to the date of redemption, pursuant to such notice, the same shall cease to bear interest from and after the date so fixed for redemption.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Certificate and the series of which it is a part, is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of this Certificate and the series of which it is a part, have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; that proper provisions have been made for the levy and collection annually of taxes upon all taxable property in said County sufficient within the limits prescribed by law to pay the interest on this Certificate and the series of which it is a part as due and to provide for the payment of the principal as the same matures; and that the total indebtedness of the County, including this Certificate and the series of which it is a part, does not exceed any constitutional, statutory or other limitation.

IN TESTIMONY WHEREOF, the Commissioners Court of the County, in accordance with the provisions of Article 717j-1, V.A.T.C.S., has caused the seal of said County to be impressed or a facsimile thereof to be printed hereon, and this Certificate to be executed with the facsimile signatures of the County Judge and County Clerk of the County, the date of this Certificate, in conformity with the ordinance hereinabove mentioned, being the FIRST DAY OF JULY, 1983.

\_\_\_\_\_  
County Judge, Upshur County, Texas

COUNTERSIGNED:

\_\_\_\_\_  
County Clerk, Upshur County, Texas

REGISTERED:

\_\_\_\_\_  
County Treasurer, Upshur County, Texas

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT—

TEN COM	-	as tenants in common	Custodian
TEN ENT	-	as tenants by the entireties	(Cust) (Minor)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	Under Uniform Gifts to Minors Act
			(State)

Additional abbreviations may also be used, though not in the above list.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

the within Certificate of UPSHUR COUNTY, TEXAS and does hereby irrevocably constitute and appoint

to transfer the said Certificate on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_  
Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the same as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Section 6. The County hereby expressly reserves the right upon receipt of (a) the favorable approving opinion of the Attorney General of the State of Texas, and (b) an opinion of bond counsel to the effect that such action will not impair the exemption from federal income taxation of interest on the Certificates, to exchange and reissue the Certificates (upon the request of, and upon payment of all related expenses by, the registered holder thereof) in coupon form payable to bearer, as may be then permitted by the laws of the State.

Section 7. That the following certificate shall be printed on the back of said Certificates of Obligation:

OFFICE OF COMPTROLLER           §  
  §     REGISTER NO. \_\_\_\_\_  
STATE OF TEXAS                   §

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Certificate of Obligation has been examined by him as required by law, and that it is a valid and binding obligation upon Upshur County, Texas, and said Certificate has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin TX \_\_\_\_\_

\_\_\_\_\_  
Comptroller of Public Accounts for  
the State of Texas

Section 8. That for the purposes of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there is hereby created and established a special fund to be designated "SPECIAL UPSHUR COUNTY, TEXAS, GENERAL OBLIGATION CERTIFICATE OF OBLIGATION FUND" (sometimes hereinafter the "Certificate Fund"), and all moneys deposited therein shall be used for no other purpose. This fund shall be deposited with the Gilmer National Bank, Gilmer, Texas, and said custodian of the Fund is hereby authorized and directed to make withdrawals from said Fund in such amounts required to pay the principal of and interest on the Certificates as the same become due and mature.

Section 9. That to provide for the payment of the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain outstanding and unpaid, a sufficient tax on each one hundred dollars' valuation of taxable property in said County, adequate to pay such debt service requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the debt service requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. This governing body hereby declares its purposes and intent to provide and levy a tax legally and fully sufficient to pay the said debt service requirements, it having been determined that the existing and available taxing authorization of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations.

The Certificate Fund shall be depleted at least once a year except for a carryover amount not to exceed the greater of (a) one year's earnings on the fund, or (b) 1/12 of the annual debt service on the Certificates. Any moneys deposited in the Certificate Fund shall be spent within a thirteen-month period beginning on the date of deposit, and any amount received from the investment of money held in the Certificate Fund shall be spent within a one-year period beginning on the date of receipt.

Section 10. The Certificate Fund for which this Order makes provisions (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and such Fund shall be used for the purposes permitted by this Order.

Section 11. That all of said Certificates are hereby sold in accordance with law and shall be delivered to Gilmer National Bank for the principal amount thereof plus accrued interest to the date of delivery. Any such accrued interest shall be deposited into the Certificate Fund.

Section 12. That the purchaser's obligation to accept delivery of the Certificates herein authorized is subject to delivery of a final opinion of Messrs. Hutchison Price Boyle & Brooks, Attorneys, Dallas, Texas, approving such Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment of such Certificates. Printing of a true and correct copy of said opinion on the reverse side of each of such Certificates,

VOL 23 PG 502

with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk is hereby approved and authorized.

Section 13. The County Judge of the County shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, and shall take and have charge and control of the Certificates herein authorized pending their approval by the Attorney General, registration by the Comptroller of Public Accounts, and delivery to the purchaser thereof.

Section 14. That said County hereby covenants that the proceeds from the sale of said Certificates will be used as soon as practicable for the purpose for which said Certificates are issued; that such proceeds will not be invested in any securities or obligations except for the temporary period pending such use; and that such proceeds will not be used directly or indirectly so as to cause all or any part of said Certificates to become "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954, as amended, or any regulations or ruling prescribed or made pursuant thereto.

Section 15. The County shall cause books for the registration and for the transfer of the Certificates as provided for in this Order to be kept by the Paying Agent which is hereby constituted and appointed the Registrar of the County. Upon surrender for transfer of any Certificate at the principal office of the Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the County shall cause to be executed and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees a new Certificate or Certificates, for a like aggregate principal amount.

Certificates may be exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Certificates of the same maturity of other authorized denominations. The County shall cause to be executed and the Paying Agent shall deliver Certificates which the Certificateholder making the exchange is entitled to receive, bearing numbers not then outstanding. The execution by the County Judge and County Clerk of the County of any Certificate of any authorized denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to deliver such Certificate. The Paying Agent shall not be required to transfer or exchange any Certificate after the publication or mailing of notice calling such Certificate for redemption has been given as herein provided, nor during the period of fifteen (15) days next preceding the giving of such notice of redemption or next preceding any interest payment date.

As to any Certificate, the registered owner shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any Certificate, shall be made only to or upon the order of the registered owner thereof on the record date for such payment or his attorney duly authorized in writing but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

VOL. 23 - PG. 503

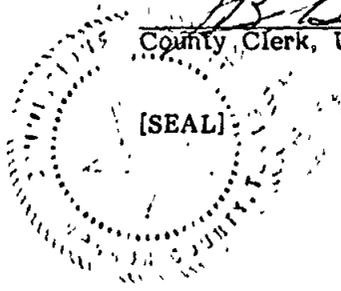
The County and the Paying Agent shall not be responsible for any expenses or transfer of Certificates, and in each case the Paying Agent shall require the payment by the Certificateholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect thereto, or any reasonable expenses of the County or the Paying Agent in connection therewith.

PASSED AND APPROVED this the 13th day of June, 1983.

  
County Judge, Upshur County, Texas

ATTEST:

  
County Clerk, Upshur County, Texas



VOL. 23-PG. 504 PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT A 2  
DATE 6-13-83

Formal notice is hereby given that Triple S. Ranch  
whose principal address is Rt 130 of 149 ore city Tex.  
does propose to place a drainage culvert  
within the ROW of County Road Hyd A A N 92 A B D.  
as follows: 17 in total

The location and description of the proposed lines or appertenances 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\_\_\_\_.

NAME [Signature]

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

[Signature]  
6-13-83

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Georgia-Pacific, 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) Sweet Williams Road

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.

5.

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

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 13 day of June, A.D. 19 83.

Dalton Ezernack  
Zwolle, La.

Dalton Ezernack  
By Don Bato  
FIRST PARTY Georgia-Pacific  
Logansport, La. 71049

Robert Dean  
COUNTY JUDGE

Wilma Lawson  
COMMISSIONER #1

Jay Meadows  
COMMISSIONER #2

Charles F. Still  
COMMISSIONER #3

Paul [unclear]  
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Georgia-Pacific,  
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 and Snap Dragon Roads

---

---

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.

5.

First Party, agrees to post surety bond in the amount of \_\_\_\_\_ to Upshur County Commissioners Court to insure performance of agreement.

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 13 day of June, A.D. 1983.

Bates Timber Co.  
Rt. 3 Box 1608A  
Mansfield, La. 71052  
318-872-1858

Don Bates  
FIRST PARTY Georgia-Pacific  
Logansport, La. 71049  
318-697-2631

[Signature]  
COUNTY JUDGE

[Signature]  
COMMISSIONER #1

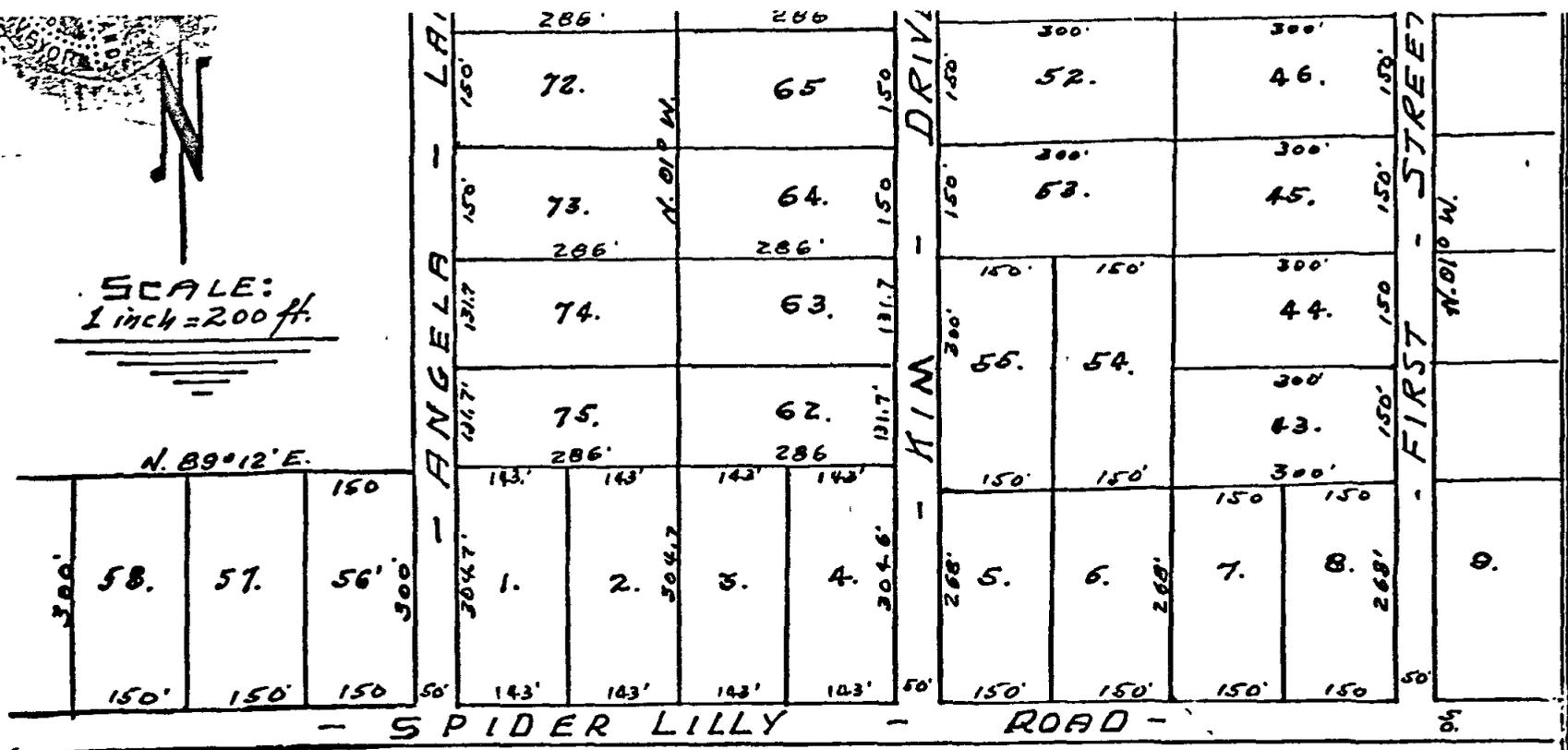
[Signature]  
COMMISSIONER #2

[Signature]  
COMMISSIONER #3

[Signature]  
COMMISSIONER #4



SCALE:  
1 inch = 200 ft.



THE STATE OF TEXAS |  
COUNTY OF UPSHUR | BEFORE ME, the undersigned a Notary Public  
in and for the County and State, personally appeared Kenneth E  
Wimm, who has subscribed to the foregoing statement, and states  
that he does so willingly.

WITNESS MY HAND AND SEAL OF OFFICE,  
THIS 19<sup>th</sup> day of January 1983.



*K. E. Wimm*  
NOTARY PUBLIC, IN AND FOR UPSHUR COUNTY, TEXAS

GJIMER, TEXAS,  
FEB. 14, 1983;

I, Everett Dean, Judge of the  
County Court of Upshur County, Tex.  
do hereby accept this plat for  
recording....

*Everett Dean*  
Everett Dean, County Judge of  
Upshur County, Texas

VDL-23-PG-370

VOL 23 - PG 511

**AN ADDITION**  
**to the**  
**SECOND ADDITION**  
**TO**  
**WINNWOOD ACRES SUB-DIVISION**  
**R.T.GIBSON 1R SURVEY**  
**UPSHUR COUNTY, TEXAS.**

DIANA, TEXAS,  
JANUARY 19, 1983;

I, Kenneth E Winn, Trustee for the "Winnwood Acres Subdivision," do hereby approve this plat for the Addition to the Second Addition of the Winnwood Acres Subdivision, same being Lots No. 62 through Lot No. 75, and offer same for recording, with the dedication of the Streets as shown for the public usage.

WITNESS MY HAND AND SEAL this date,

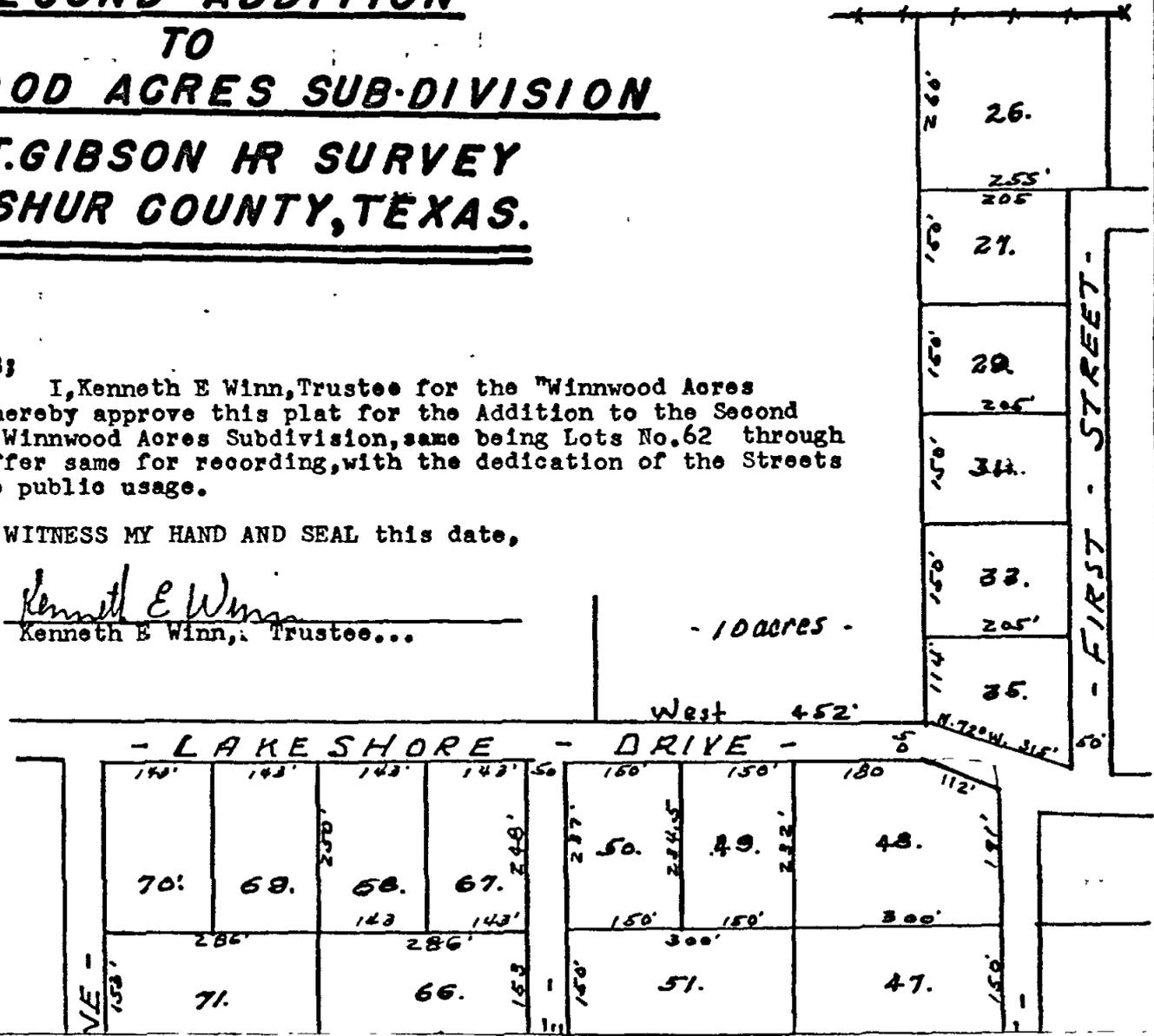
Kenneth E Winn  
Kenneth E Winn, Trustee...

- 10 acres -

Gilmer, Texas,  
Jan. 14th, 1983;

Plot and Survey  
made by me.

P.H. McCalland  
Registered Surveyor  
- Reg. No. 943 -



State Department of Highways  
and Public Transportation  
Form D-15-44  
Page 1 of 2  
Rev. 8-75

CONTRACTUAL AGREEMENT  
FOR  
RIGHT OF WAY UTILITY ADJUSTMENTS  
(COUNTY FORM)

STATE OF TEXAS     X  
                          X  
COUNTY OF TRAVIS   X

COUNTY     Upshur  
PROJECT   8019-1-34  
HIGHWAY   S.H. 300  
AGREEMENT NO. \_\_\_\_\_  
(To be Completed by the State)

This agreement entered into this 13 day of June, 1983, by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the State, and Upshur County, Texas, acting by and through its duly authorized official under Commissioners' Court Order dated 14th day of October, 1968, hereinafter called the County, and Upshur Rural Electric Coop. Corp. acting by and through its duly authorized representative, hereinafter called the Owner.

WHEREAS, the State and County have previous to this date entered into a contract agreeing to handle by separate contract the adjustment, removal or relocation of certain utility facilities necessitated as a result of highway improvements on the subject project on the basis of a predetermined firm commitment for right of way reimbursement approved by the State;

WHEREAS, the Owner, in an affidavit dated April 28, 1983, has asserted an interest in certain lands and that this proposed highway improvement will necessitate the adjustment, removal or relocation of certain facilities of the Owner now located upon such lands as indicated in the following statement of work:  
Rearrange and/or relocate powerlines along St. 300 & Grouse Road area, along FM 726 and proposed St. 300, along St. 300 at Penguin Road and to the south.

WHEREAS, the State and the County desire to accomplish the adjustment, removal or relocation of the Owner's utility facilities by entering into an agreement with the Owner;

NOW, THEREFORE, be it mutually agreed that this contract entered into this date between the parties hereto is intended to implement and effectuate the terms and provisions of that contract of October 24, 1968, entered into between the State and the County, as it pertains to right of way utility adjustments and as it effects the utility facilities of the Owner.

Upon execution of this agreement by the parties hereto the County will, by written notice, authorize the Owner to proceed with the necessary adjustment, removal or relocation; and the Owner agrees to prosecute such work diligently to completion in such manner as will not result in avoidable interference or delay in either the State's highway construction or in the said work.

The Owner will carry out said adjustments, removals or relocations in accordance with the plans attached hereto, and the costs paid by the County pursuant to this contract shall be full compensation to the Owner for the costs incurred in making such adjustments, removals or relocations. Bills for work hereunder shall be submitted to the County not later than ninety (90) days after completion of the work.

State Department of Highways  
and Public Transportation  
Form D-15-44  
Page 2 of 2  
Rev. 3-82

The County, subject to the acquisition of such rights or interests as may be deemed necessary along or across the Owner's interest in land, agrees to pay the Owner and the Owner agrees to accept a lump sum amount of \$ 5,327.64 as full reimbursement for work covered by this contract, said reimbursement to be forthcoming in such lump sum only after receipt of a lump sum final billing in the foregoing amount accompanied by a certificate to the effect that such work has been fully accomplished. The State will reimburse the County in an amount equal to 90 per cent of the lump sum payment to the Owner upon receipt of proper billing and certificate by the County that payment in this amount has been made to the Owner.

It is expressly understood that this contract is subject to cancellation by either the State or the County at any time up to the date that work under this contract has been authorized and that such cancellation will not create any liability on either the part of the State or the County.

COMMISSIONERS' COURT OF

RECOMMENDED FOR APPROVAL

\_\_\_\_\_ County, Texas

\_\_\_\_\_ District Engineer

By: [Signature]  
County Judge

By: [Signature]  
Commissioner, Precinct Number 1

By: [Signature]  
Commissioner, Precinct Number 2

By: [Signature]  
Commissioner, Precinct Number 3

By: [Signature]  
Commissioner, Precinct Number 4

OWNER: Upshur Rural Electric Cooperative Corporation

By: [Signature]  
Title: General Manager

Date: June 6, 1983

THE STATE OF TEXAS

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

By: \_\_\_\_\_  
Right of Way Engineer for  
Highways and Public Transportation

Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute

1983 JUN 10 4 18:50

[Handwritten marks and scribbles]

GENERAL FUND

CLAIM NO:	PAY TO:	CLASSIFICATION:	AMOUNT:
927	Edna Welch	435-425	550.00
928	Bobby Pennington	642-477	49.25
929	Jury Fund	800-85	2,500.00
930	National Sheriff's Asso.	V -401	5,285.35
931	Wal-Mart #146	403-310/44.00	355.74
		455-310/2.04	
		560-411/295.85	
		576-333/10.85	
		665-329/2.80	
932	Bennett Printing Co.	V - V	554.25
933	General Telephone Co.	V - V	1,365.60
934	The Gilmer Mirror	V - V	279.30
935	Everett Dean	401-425	212.37
936	Paul Davis	401-425	130.94
937	Delmo Lawson	401-425	207.74
938	Charles Still	401-425	94.94
939	Satndard Office Equipment	403-312	14.76
940	Postmaster	403-316	1,000.00
941	Universal Time Euqipment CO.	403-350	42.00
942	Business Records	403-417/1,223.46	3,585.60
		-418/2,363.14	
943	Patricia Harrison	426-413	50.00
944	David B. Griffith	435-407	240.00
945	Robert D. Bruce	435-407	200.00
946	Sandy E. Livengood	435-407	326.66
947	Mike Smith	435-407	680.00
948	Hartgraphics	450-312	48.65
949	Gilmer National Bank	450-312	50.60
950	Copy Products	450-452	595.00
951	Medical & Pathology Laboratory Services of East Texas Inc.	455-416	420.00
952	Longview Mobilfone & Paging Service	455-422	23.50
953	Shepard's/McGraw-Hill	476-330	100.00
954	Lanier Business Products, Inc.	476-570	243.00
955	CTAT-1983 Conference	497-425	50.00
956	Typyright Service Systems	V - V	1,095.10
957	Bell Co, Inc.	510-332	159.75
958	Swepco	510-441	2,179.78
959	Ace Lock & Safe Service	510-380	26.85
960	White's Home & Auto	513-350/6.49	41.02
961	L. S. Hardware	V - V	91.25
962	Glo, Inc.	510-451/62.00	74.80
		510-350/12.80	
963	Aratex/Ind. Uniform & Towel	510-480	28.86
964	Esco Elevators, Inc.	510-480	144.31
965	Texas Peace Officers Manual	560-330	23.60
966	Dr. JanVan Jenkins, D.D.S.	560-337	20.00
967	Mobil Oil Credit Corp.	560-340	17.40
968	Yazell Chevovlet-Olds. Inc.	560-350/237.70	254.50
		-450/16.80	
969	James Beasley	560-411/21.49	26.11
		565-339/4.62	
970	Racal Milgo	560-420	147.00

971	Goodyear Auto	V - V	743.76
972	Long Motor Co., Inc.	560-350/10.00	31.45
		-450/21.45	
973	Jack P. Kirby, M. D.	560-478	20.00
974	Keith Hamberlin	565-481	160.00
975	MUW Juvenile Dept.	575-473	1,876.92
976	Gilmer Drug Co.	642-477	16.84
977	Country World	665-330	8.00

## R &amp; B # 1

138	Herbert L. Young	611-340	1,663.00
139	Smith Oil Co.	611-341	49.00
140	Goodyear Auto Store	611-342/24.50	39.50
		611-450/15.00	
141	H. C. Wilson, Dsistributor	611-344	1,279.50
142	Grady Holmes	611-344	55.50
143	Winn's Quality Builders Supply	611-349	13.55
144	Bearings, Inc.	611-350	20.43
145	Allen Machinery Co., Inc.	611-350	141.78
146	Economy Auto Supply	611-350	30.83
147	Bridges Ford Tractor	611-350	185.57
148	York Pump & Equipment	611-350/27.96	30.96
		611-450/3.00	
149	Daina Welding Service	611-450	126.00
150	Ore City Machine Shop Inc.	611-450	25.00

## R &amp; B # 2

136	Herbert L. Young	612-340	1,018.22
137	Goodyear Auto Center	612-342	365.17
138	Irvin Enterprises, Inc.	612-342	189.13
139	Gilmer Tire & Auto Supply	V - V	47.11
140	H. C. Wilson, Distributor	612-344	159.60
141	WilsonRiley Inc.	612-348	3,820.70
142	Smith Oil Co.	612-340/109.80	127.80
		-349/18.00	
143	Western Auto Asso. Store	612-349	10.32
144	White's Home & Auto	612-349	5.97
145	Gilmer Auto Supply Inc.	612-340/1.75	62.81
		-350/61.06	
146	Long Motor Co. Inc.,	612-350	85.39
147	Upshur County Ford Tractor	612-350	132.57
148	Economy Auto Supply	612-350	28.59
149	Ore City Gulf	612-450	20.00

## R &amp; B #3

134	Herbert L. Young	613-340	1,774.99
135	GoodYear Auto Center	613-342	106.03
136	Grady Holmes	613-344	258.75
137	Economy Auto Supply	613-340/2.39	101.13
		-350/98.74	

VOL 23 PG 515

VOL. 23 - PG. 516

138	Gilmer Auto Supply Co.	613-350	12.50
139	Upshur County Ford Tractor	613-350	52.25
140	Holman-Bennett Phillips	613-350	6.50
141	Long Motor Co. Inc.	613-350	391.86
142	Darr Equipment	613-350	11.74
143	Magneto Service & Supply	613-350	53.40
144	Longview Clutch	613-450	48.00
145	Revenue Sharing	800-22	2,000.00

## REVENUE SHARING

76	Herbert L. Young	614-340	1,147.00
77	Dorchester Refining Co.	614-348	2,720.02
78	Gilmer Auto Supply Inc.	614-349	7.90
79	Wsetern Auto Asso.	614-349	37.27
80	Bridges Ford & Tractor	614-350	53.10
81	George P. Bane, Inc.	614-350	27.60
82	Allen Machinery Co.	614-350	99.77
83	Long Motor Co. Inc.	614-350	56.09
84	Glo, INC.	614-350/10.50 -450/7.40	17.80
85	P. M. Machine Shop, Inc.	614-450	30.00
86	General Fund	800-10	12,100.00
87	R & B #4	800-18	2,000.00
88	R.O.W. Fund	800-70	16,293.12

## R.O.W.

38	Glenwood Water Supply	625-560	16,293.12
39	J.B. Hill, Jr. County Clerk	625-404	12.00

## SALARY FUND

88	Texas Co. & District Retirement System	V -210	13,834.89
89	American Family Cancer	780-252	224.88
90	M.U.W. Probation System	570-473	30,176.00

1983 APR 15 10 10 AM



# UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

June 27, 1983

Commissioners Court met in Special Session with all members of the court present.

Judge Dean read the minutes of the June 13th meeting. Motion by J.W. Meadows seconded by Delmo Lawson for the minutes to stand as read. Motion carried.

Motion by Charles Still seconded by Paul Davis to approve a Permit Application by Anthony Pope to place a culvert installation within the ROW of Ash Trail. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson to approve a Permit Application by Etex Telephone Coop. to place a buried cable within the ROW of Nutmeg Road. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Permit Application by K.D. Davis to place a driveway installation within the ROW of Aspen Trail. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J.W. Meadows to approve a Permit Application by Troy Matlock to place a culvert installation within the ROW of Bob O Link Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to approve a Permit Application by Richard Adams to place a water line within the ROW of Lupine Road. Motion carried. Copy attached.

Motion by Paul Davis seconded by Charles Still to approve a Special Road Use Agreement by Cypress River Timber and Land Co. for the use of Buffalo Road. Motion carried. Copy attached.

Motion by Paul Davis seconded by J.W. Meadows to approve a Special Road Use Agreement by Excelsior Oil Corp. for the Use of Caribou, Elk and Buffalo Roads. Motion carried. Copy attached.

Motion by Paul Davis seconded by J.W. Meadows to approve a Special Road Use Agreement by James M. Forgotson for the use of Camel and Ermine Roads. Motion carried. Copy attached.

Motion by Charles Still seconded by Paul Davis to approve a Special Road Use Agreement by Robroy, Inc. for the use of Apple Tree Road. Motion Carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to approve a Special Road Use Agreement by Palestine Contractors Inc. for the use of Old 271. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to approve an Interlocal Agreement between Upshur County and Union Hill Independent School District to exchange services. Motion carried. Copy attached.

Motion by Charles Still seconded by Delmo Lawson to approve filling an abandoned well located on the property of Wilburn and Linda Palmer. Motion carried, letter attached.

Motion by Charles Still seconded by Delmo Lawson to accept a new road in Pct #4 into the County Lateral road system and to name the road Lizard Road. Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Paul Davis to approve the repairing of a bus turn around request by J.B. Farrels in Pct #2. Motion carried. Copy attached.

Motion by Paul Davis seconded by Charles Still to approve the payroll changes of:

Paula Lewis-----Sheriff Office-----Length of Service  
Mary Brunson-----District Judge Office-----Length of Service

Motion carried. Copy attached.

Motion by J.W. Meadows seconded by Delmo Lawson to adopt the agreements for the insurance with Transport Life. Motion carried. Copy attached.

Motion by Paul Davis seconded by Delmo Lawson to accept the insurance booklet for printing. Motion carried.

Motion by Delmo Lawson seconded by J.W. Meadows to accept refund check for Workers Compensation for 1982. Motion carried. Copy attached.

Nancy Sensel from the State Library met with the court concerning microfilming of the Upahur County Records. Commissioners' Court advised Ms, Sensel to contact Business Records in Dallas. No action was taken from the court.

Motion by Charles Still seconded by Paul Davis to approve Mike Smith Tax Assessor Collector to attend Election School July 22-23. Motion carried.

Motion by J.W. Meadows seconded by Delmo Lawson to approve the payment of the unpaid bills. Motion carried. Copy attached.

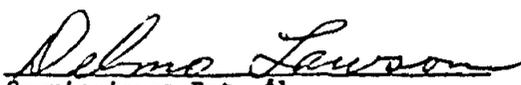
Motion by Paul Davis seconded by J.W. Meadows to approve the payroll changes of:

Tim Phillips-----Sheriff Office-----Re-Evaluation of Job  
Ken Garriott-----Sheriff Office-----Demotion  
Don Hatley-----Sheriff Office-----Promotion

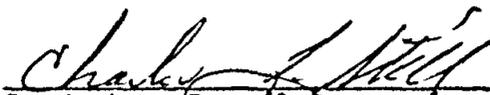
Motion carried. Copy attached.

Court closed for Executive Session.

  
County Judge

  
Commissioner Pct. #1

  
Commissioner Pct. #2

  
Commissioner Pct. #3

  
Commissioner Pct. #4

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE June 23, 1983

Formal notice is hereby given that Anthony Pope  
whose principal address is Rt. 22 Box 85, Lot 68, Tyler, Texas 75704  
does propose to place a culvert installation  
within the ROW of County Road Ash Trail  
as follows:

The location and description of the proposed lines or appertenances 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\_\_\_\_.

NAME Anthony Pope

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

*[Handwritten Signature]*  
6-27-83

RECEIVED  
JUN 23 1983

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

# 3

Date 6/21/1983

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

Formal notice is hereby given that Etex Telephone Cooperative, Inc.  
whose principal address is P. O. Box 130, Gilmer, Texas 75644  
does propose to place a buried telephone cable  
within the RCW of County Road (s) Prec # 3

in Precinct # 3 as follows:

To make road crossing on Nutmeg Road in Prec., # 3 to place  
Underground telephone cable in.

The location and description of the proposed lines or appertenances is  
more fully shown by two (2) 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 22 day  
of June 19 83.

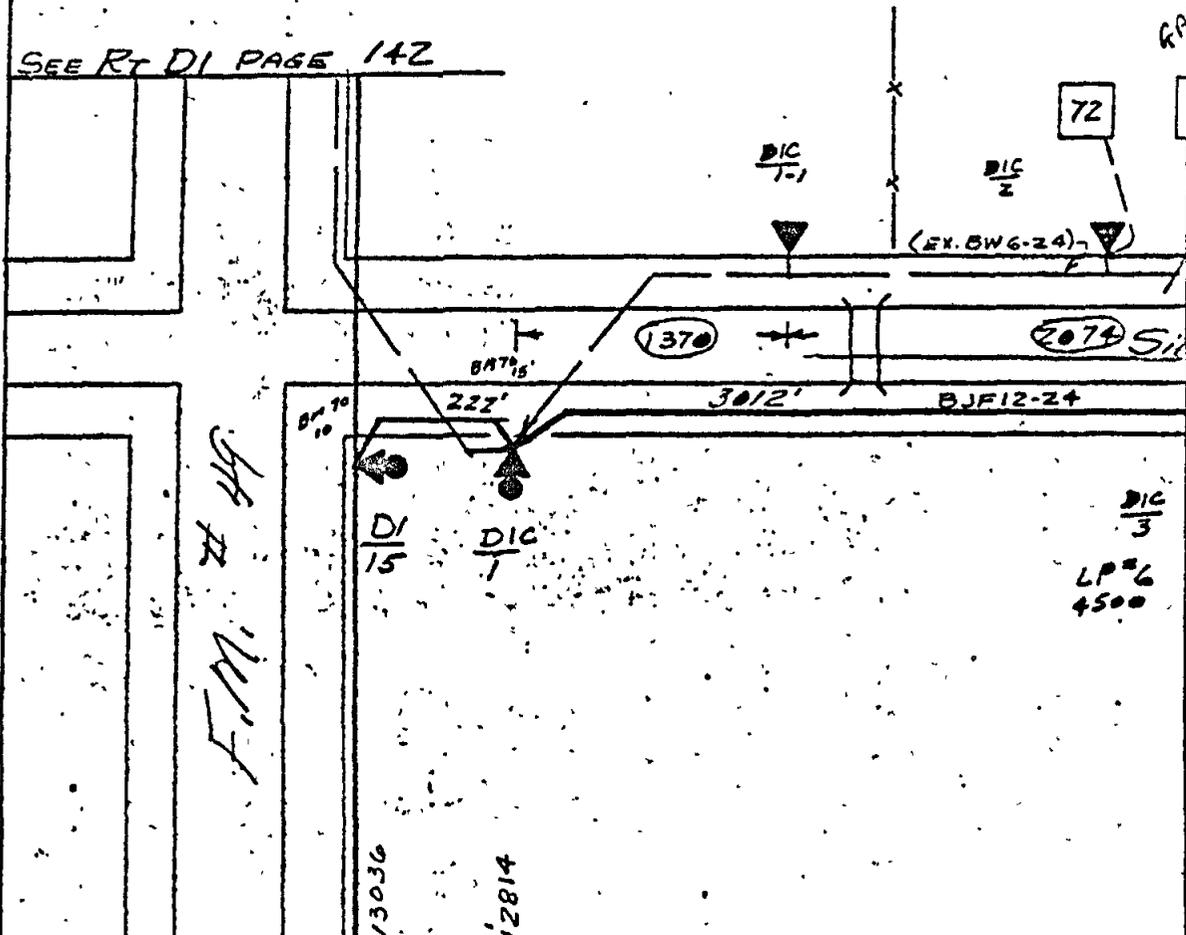
*[Handwritten signature]*  
6-21-83

Firm Etex Telephone Coop., Inc.  
By [Handwritten Signature]  
Title Right of Way Agent  
Address Box 130  
Gilmer, Texas 75644

LP5+1453

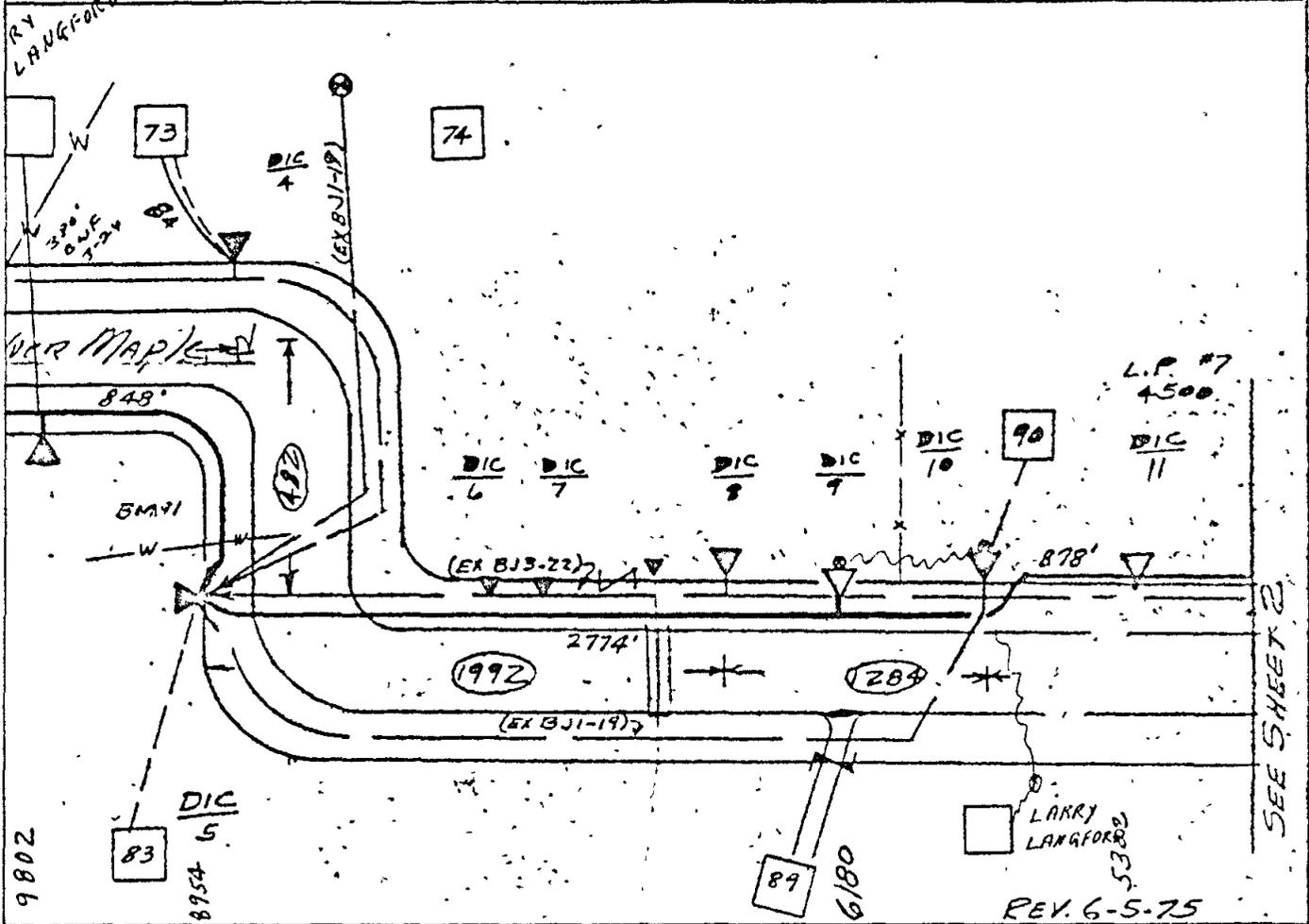
DATE REVISED	STAKED BY BT	ENGINEER
	DATE 9-4-64	
	COUNTY UPSHUR	
EASEMENT APPROVED BY:	PLACED IN SERVICE	PROJECT T-572

SEE RT DI PAGE 142



EX. PED. NO.	NO.	BD ZA	BDF 3A	BDF ZA	BDF 3	BG 32-3	BGF 32-3	BGA 32-1	TRENCH BM-70	BM-52	BM-83	BM-91	BJF 12-24	BJ 6-24
	1	XZ1	W1						25				.222	
21	1-1	①				①				1				(1370)
	2	①								1				
	3	3P		1			3		6				3.012	
22	4	①								1	1			(2079)
23	5	XZ1			1				10			1	.848	(482)
	6									1				
24	8	①				①				1				
	9		1	1					6				2.774	
25	10	①								1				
	11		1				1	1	11				.878	
TOTAL	XZ 2	3	1	1			4	1	58	7	1	1	7.734	

STAKING SHEET AND PLANT RECORD		ROUTE <i>DIC (50)</i>	PAGE NO
BURIED PLANT		SHEET 1 OF 2	154
COMPANY <i>ETEX TELEPHONE COOP. INC.</i>		MAP REF.	
EXCHANGE <i>ROSEWOOD</i>		WORK ORDER	



BJ	BW	POLES	PE	PF	SUB. NO.	BK3F	K-	PI-	SW-3	S-1
3-22						2-24	3-24			9-3
		(85-9)								
		10-7T			73	.084	310'			
		(1992)								
		PNR								
		10-7T								
		2/10-7T			1	.084	350'			

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 3  
DATE June 15, 1983

Formal notice is hereby given that K. D. Davis  
whose principal address is P.O. Box 552, Gilmer  
does propose to place a driveway installation  
within the ROW of County Road Aspen Trail  
as follows:

The location and description of the proposed lines or appertenances 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\_\_\_\_.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

*Approved*  
*6-27-83*

JUN 29 1983

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT     E      
DATE     June 15, 1983    

Formal notice is hereby given that     Troy Matlock      
whose principal address is     122 Parkway, Glenwood Acres, Gilmer, Texas      
does propose to place a     culvert installation      
within the ROW of County Road     Bob O Link Road      
as follows:

The location and description of the proposed lines or appertenances 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\_\_\_\_.

NAME     Troy Matlock    

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

*Approved*  
6-27-83

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2  
DATE June 20, 1983

Formal notice is hereby given that Richard Adams  
whose principal address is Rt. 6 Box 753, Gilmer, Texas  
does propose to place a Water line  
within the ROW of County Road Lupine Road  
as follows:

The location and description of the proposed lines or appertenances 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\_\_\_\_.

NAME Richard C. Adams

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

*[Handwritten signature]*  
6-27-83

JUN 27 1983 11:25

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Cypress River Timber and Land Co.,  
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) Buffalo Road  
\_\_\_\_\_  
\_\_\_\_\_

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. 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.

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 21 day of June, A.D. 19 83.

Gary Vandusen  
Jefferson, Texas

Kyle Bradley  
FIRST PARTY Cypress River Timber & Land Co.  
Jefferson, Texas

Edward Deane  
COUNTY JUDGE

Delma Lawson  
COMMISSIONER #1

Joe Meador  
COMMISSIONER #2

C. L. Hill  
COMMISSIONER #3

Paul [unclear]  
COMMISSIONER #4

1983 JUN 21 11:25

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Excelsior Oil Corp.,  
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) Caribou, Elk and Buffalo Roads

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 Drilling equipment 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.

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 21 day of June,  
A.D. 19 83.

Buckley O'Day  
FIRST PARTY

Excelsior Oil Corp.  
P.O. Box 392  
Longview, Texas 75601

Ernest Dean  
COUNTY JUDGE

Rebno Lawson  
COMMISSIONER #1

Jim Maddox  
COMMISSIONER #2

Carl Hill  
COMMISSIONER #3

Paul [unclear]  
COMMISSIONER #4

1983 JUN 22 11:23 AM

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, James M. Forgotson,  
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) Camel Road and Ermine Road  
\_\_\_\_\_  
\_\_\_\_\_

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 pumping rig and equipment 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.

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 21 day of June, A.D. 1983.

Melvin Langford  
FIRST PARTY James M. Forgotson

Shreveport, La.

August Dean  
COUNTY JUDGE

Alvin Larson  
COMMISSIONER #1

J. W. Meadows  
COMMISSIONER #2

C. L. Steel  
COMMISSIONER #3

Paul [Signature]  
COMMISSIONER #4

JUN 21 1983

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Robroy, Inc.,  
hereinafter referred to as First Party, enters into and makes  
an agreement with Upshur County Commissioner of Precinct No. 3,  
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. 3, 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) Apple Road  
\_\_\_\_\_  
\_\_\_\_\_

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 waste material from its lands located  
in Precinct No. 3, 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.

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 27 day of June, A.D. 19 83.

F. T. Williams Tank Truck Co., Inc.  
214-895-4448 or 214-834-6373

[Signature]  
FIRST PARTY

Robroy, Inc.  
P.O. Box 880  
Gilmer, Texas 75644

[Signature]  
COUNTY JUDGE

[Signature]  
COMMISSIONER #1

[Signature]  
COMMISSIONER #2

[Signature]  
COMMISSIONER #3

[Signature]  
COMMISSIONER #4

843-5591

MAR 27 1983

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Palestine Contractors, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, 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. 1, 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) Old 271

---

---

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 gravel from its lands located in Precinct No. 1, 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.

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 21 day of June, A.D. 19 83.

214-729-6991

W. J. Lambright  
FIRST PARTY Palestine Contractors, Inc.  
Palestine, Texas

Robert Dean  
COUNTY JUDGE

Delno Lawson  
COMMISSIONER #1

J. W. Meadows  
COMMISSIONER #2

C. L. Hill  
COMMISSIONER #3

Paul [Signature]  
COMMISSIONER #4

MAR 21 50 11 23

TO: UPSHUR COUNTY COMMISSIONERS COURT  
UPSHUR COUNTY  
GILMER, TEXAS 75644

SUBJECT: ANY CONTRACT BETWEEN UPSHUR COUNTY ROAD & BRIDGE DEPARTMENTS AND ANY POLITICAL SUBDIVISION DESIRING TO CONTRACT WITH UPSHUR COUNTY TO MUTUALLY ACCOMPLISH A PROJECT TO IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE LOCAL POLITICAL ENTITIES INVOLVED.

AUTHORITY: ARTICLE 3 SECTION 64b OF THE TEXAS CONSTITUTION  
ARTICLE 4413-32c TCS OR THE INTERLOCAL COOPERATION ACT

PROJECT OR OBJECTIVES TO BE ACCOMPLISHED:

TEAR UP AND LAY BACK TWO SHORT ROAD BEDS *and a small parking area for school personnel*  
(SPECIFIC JOB, JOBS OR ACTS)

PROPOSED TIME: JUNE 28, 1983  
(START)  
(FINISH)

POLITICAL SUBDIVISION DOES PROPOSE:

*to compensate the county for their work and material (in the amount) by purchase of Guyan Road all at a time designated by both parties*

UPSHUR COUNTY DOES PROPOSE:

PAY NECESSARY COST AND FURNISH EQUIPMENT AND LABOR

This agreement made between the County of Upshur, Texas by and through the Commissioners Court of Upshur County, hereinafter called Upshur County and the Union Hill Independent School District by and through its Board of Trustees hereinafter called Union Hill Independent School District subject to approval of both governmental bodies within the provisions of the Open Meeting Act.

It is understood by both contracting parties that each party will pay for these services or charges with funds currently available to each party.

It is understood by both contracting parties that any civil liability or any other liability relating to the furnishing of these services is the responsibility of the party receiving the services.

It is understood that Upshur County Road and Bridge Departments can only accomplish the execution of this contract as the availability of county labor and equipment warrants. The County Commissioner acting as Road Commissioner or the designated foreman of the precinct Road and Bridge Department will have the sole responsibility as to what time is designated or allocated for execution of this contract.

It is further understood by all contracting parties this contract or agreement can only be final after examination by the attorney or legal advisors of both parties and the signature of the County or District Attorney is hereby affixed.

It is further agreed and understood between the parties herein that this Interlocal Governmental Agreement shall be for a period of one year from date of execution.

Witness our hands in triplicate, either of which may be used as an original, this the 27 day of June, 19 83.

  
County Judge

  
Commissioner Precinct 1

  
Commissioner Precinct 2

  
Commissioner Precinct 3

  
Commissioner Precinct 4

PARTICIPATING ENTITY

Johnny Johnson

Lat Lavinia Pm

Richard D. Rank

B. B. Clark Jr - Supt

I have examined this contract and find it in compliance  
with Article 4613, 42c TGS of the Interlocal Cooperation Act.

[Signature]  
District Attorney

TO: UPSHUR COUNTY COMMISSIONERS COURT

It is the desire of the undersigned citizens and landowners of Upshur County, Texas, that the County assume and continue to assume the maintenance of the road in west Upshur County, west of Little Mound Church off Highway 49. We the undersigned dedicate a forty foot road right of way to the County. The road is approximately 1000 feet in length.

NAME	ADDRESS
J.B. Green	Rt 3 Box 315 Dulme, Tex
Melissa Crow	" " " " "
Audita Wade	

This road will be known as Lizard road

*[Signature]*

VOL 23 PG. 540

Upshur County Health Dept.

BOX 639

GILMER, TEXAS 75644

June 20, 1983

Commissioner's Court of  
Upshur County, Texas  
P.O. Box 730  
Gilmer, Texas 75644

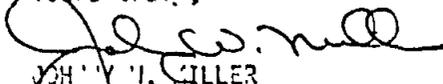
RE: Abandoned well located on Property belonging to Wilburn and Linda  
Palmer, Route 4 Box 296, Gilmer, Texas 75644.

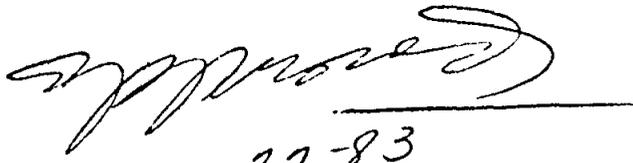
Gentlemen:

As requested by you on 6-20-83 you are advised I have gone  
upon the property of Wilburn Palmer and examined the sight of  
the abandoned well.

It is my opinion that this well should be filled because it poses a  
health hazard.

Yours truly,

  
JOHN W. MILLER  
Sanitation Inspector  
Upshur County Health Department

  
6-27-83

  
Chas. Hill

TO: PAYROLL DEPARTMENT

VOL. 23 PG. 54L

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT JUNE 1, 1983  
(DATE & TIME)

EMPLOYEE Paula Lewis

SOCIAL SECURITY NO. \_\_\_\_\_ CLOCK NO. \_\_\_\_\_

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/>	<u>820.<sup>00</sup></u>	<u>828.<sup>20</sup></u>

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM \_\_\_\_\_ UNTIL \_\_\_\_\_  
(DATE) (DATE)

OTHER (EXPLAIN) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGE AUTHORIZED BY Jean Benig DATE \_\_\_\_\_

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

VOL. 23 PG. 512

TO: PAYROLL DEPARTMENT

(PLEASE ENTER THE FOLLOWING CHANGES IN YOUR RECORDS TO TAKE

EFFECT JUNE 1, 1983  
(DATE & TIME)

EMPLOYEE MARY BRUNSON

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO \_\_\_\_\_

THE CHANGE(S)

✓ CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input type="checkbox"/> RATE		
<input type="checkbox"/>	875. <sup>00</sup>	883. <sup>25</sup>

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) \_\_\_\_\_

CHANGE AUTHORIZED BY [Signature] DATE 6/29/83

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

APPLICATION FOR GROUP LIFE INSURANCE

TO

TRANSPORT LIFE INSURANCE COMPANY  
714 Main Street, Fort Worth, Texas 76102

Application is hereby made for Group Life Insurance Benefits on the renewable term plan on the lives of the eligible employees of

COUNTY OF UPSHUR, TEXAS

The amounts of insurance, premium rates and administrative provisions applicable to this insurance are set out in Group Life Policy 1103, of which this application is made a part.

It is understood and agreed that the terms and conditions of Group Life Policy 1103 shall be binding upon the Applicant and the Insurance Company.

Dated at \_\_\_\_\_ this 23rd day of JUNE,  
19 83.

[Signature]  
(Witness)

COUNTY OF UPSHUR, TEXAS  
APPLICANT (correct legal name)

by Virt Barber, County Auditor  
(Officer's Name and Title)

REC 2012 01 11 10:48

ADMINISTRATIVE SERVICE AGREEMENT

This Agreement is entered into by and between County of Upshur, Texas

(hereinafter referred to as "EMPLOYER") and TRANSPORT LIFE INSURANCE COMPANY (hereinafter referred to as "ADMINISTRATOR"), an insurance company organized pursuant to the laws of the State of Texas.

1. PURPOSE

- 1.1 The purpose of this agreement is to provide for the administration of the County of Upshur, Texas Employee Health Protection Plan (hereinafter referred to as the "PLAN") by ADMINISTRATOR.
- 1.2 "Administration" for purposes of this Agreement, shall mean the performance of such ministerial acts with respect to the PLAN as shall be reasonably required by the EMPLOYER including by way of example and not of limitation of the foregoing:
  - a) Paying of claims under the PLAN from the account described in Article 3 herof.
  - b) Furnishing the EMPLOYER with materials needed for enrollment of PLAN members, claims submissions, and PLAN explanation to such members.
  - c) Maintaining statistical data of PLAN costs and other data reasonably required by the EMPLOYER for compliance with any and all state or federal disclosure statutes or regulations concerning employee benefit plans, provided however, the ADMINISTRATOR shall have no responsibility for the compilation, preparation, or submission of any such reports.
  - d) Maintaining of other pertinent records reasonably necessary in administration of the PLAN.

2. PLAN DESIGN AND IMPLEMENTATION

- 2.1 The ADMINISTRATOR shall have no responsibility for the design or implementation of the PLAN, such responsibility being solely the EMPLOYER'S.
- 2.2 The ADMINISTRATOR shall have no power to interpret ambiguities or conflicts that may exist in any provision of the PLAN, but shall abide by the decisions of the EMPLOYER on all questions of substance and procedure respecting the PLAN.
- 2.3 The ADMINISTRATOR does not insure nor underwrite the liability of the EMPLOYER under the PLAN and serves only as the agent of the EMPLOYER in connection with administration of the PLAN. Nothing in this agreement shall be construed as establishing the relationship of employer-employee between the parties hereto, and no employee of either party shall be deemed to be an employee of the other. The EMPLOYER shall be deemed the "Administrator" of the PLAN as that term is defined in the Employee Retirement Income Security Act of 1974 (P.L. 93-406) and in any and all regulations promulgated by the Secretary of the Treasury and the Secretary of Labor pursuant thereto.

3. CLAIM ACCOUNT

- 3.1 On or before June 1, 1983 the EMPLOYER shall establish a bank account from which claims incurred under the PLAN shall be payable.
- 3.2 The EMPLOYER will maintain a balance in the bank account adequate to fund all claims liabilities coming due under the PLAN.
- 3.3 The ADMINISTRATOR shall in no way be liable for charges incurred in the maintenance of the account, nor for deposits of any manner to the account.

4. PAYMENT OF CLAIMS

- 4.1 The ADMINISTRATOR shall pay claims submitted to it pursuant to the PLAN in strict accordance with the terms of the PLAN, procedural rules that may, from time to time, be established by the EMPLOYER, and written interpretations of the PLAN pursuant to 2.3 hereof. Such payment shall be made from the Claim Account.
- 4.2 The ADMINISTRATOR shall reimburse the EMPLOYER for any overpayment or mispayment of any claim resulting from the negligence of the ADMINISTRATOR which shall not be recoverable through the due diligence of both the EMPLOYER and the ADMINISTRATOR.

5. COMPENSATION

- 5.1 As compensation to the ADMINISTRATOR for services rendered pursuant to this Agreement, the EMPLOYER shall pay a monthly fee equal to

Employee Only:	\$ 10.10
Employee with Dependents:	\$ 27.40

- 5.2 Such fee shall be payable in advance on the first day of each month.

6. INDEMNIFICATION

- 6.1 The EMPLOYER agrees on demand to protect, indemnify and hold the ADMINISTRATOR harmless from and against any and all claims, demands and causes of action of every kind and character, including, but not limited to amounts of judgements, penalties interest, court costs and attorneys fees and costs in defense of same, that may arise in favor of third parties on account of, in connection with, or arising out of ADMINISTRATOR'S performance of this Agreement.
- 6.2 The ADMINISTRATOR shall indemnify and hold the EMPLOYER harmless from all causes of action resulting solely from the ADMINISTRATOR'S negligence in the performance of this Agreement.
- 6.3 The EMPLOYER agrees upon demand to indemnify the ADMINISTRATOR for all premium taxes, including interest and penalties assessed against such taxes, charged by the State of Texas in connection with the administration of the PLAN.

7. TERMINATION

- 7.1 This Agreement may be terminated by either party hereto by providing written notice to the other party at least sixty (60) days prior to the date of such termination. Notice shall be furnished pursuant to 8.1 of this Agreement.
- 7.2 This Agreement shall automatically terminate upon the filing by or against either party hereto of a petition in bankruptcy, or for the appointment of a receiver or trustee of all or a part of either party's assets.
- 7.3 In the event of termination of this Agreement, the ADMINISTRATOR shall promptly return all claims on hand.

8. NOTICES

- 8.1 Any notice required or desired to be given Agreement shall be deemed to have been sufficiently served when deposited, postage paid, registered or certified mail in a regularly maintained office or branch office of the United States Postal Service, and addressed as follows:

If to the ADMINISTRATOR:

Transport Life Insurance Company  
714 Main Street  
Fort Worth, Texas 76102

If to the EMPLOYER:

County of Upshur, Texas  
P.O. Box 730  
Gilmer, Texas 75644

- 8.2 Either Party may by written notice given pursuant to this provision designate another place for the giving of notice.

9. CAPTIONS

The captions and paragraph headings in this Agreement are for the convenience of the parties hereto, and shall not be deemed as defining or limiting the content of any provision herein.

10. SEVERABILITY

If any provision of this Agreement shall be inoperative, illegal, or of no effect, whether by operation of law, or by decree of a court of competent jurisdiction, the other provisions shall not be affected thereby, but shall remain in full force and effect.

11. ENTIRE AGREEMENT AND MODIFICATION

- 11.1 This Agreement shall constitute the entire agreement of the parties. All prior agreements, whether oral or in writing, are merged herein.
- 11.2 This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto.

12. PROMOTION AND PLAN DESCRIPTION

- 12.1 The PLAN description and any promotional material prepared by the ADMINISTRATOR shall be approved in writing by the EMPLOYER prior to any dissemination to prospective PLAN members. After such approval, the ADMINISTRATOR shall have no responsibility for the accuracy or content of any such material.
- 12.2 The EMPLOYER shall not use the name of the ADMINISTRATOR in connection with any promotion of the PLAN without the prior written consent of the ADMINISTRATOR.

13. EFFECTIVE DATE

This Agreement shall be effective from June 1, 1983 and shall remain in full force thereafter until terminated as provided herein.

14. CHOICE OF LAW

This Agreement is made in Texas and shall be governed by laws of that State.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on their behalf by the duly authorized officers of the said corporations.

ADMINISTRATOR:

TRANSPORT LIFE INSURANCE COMPANY

By: *R. Gay Hinton*

Title: *Assistant Vice President*

6-17-83  
Date

EMPLOYER:

COUNTY OF UPSHUR, TEXAS

By: *Kurt Barber*

Title: *County Auditor*

6-23-83  
Date

JUN 23 1983 10:18 AM

REINSURANCE AGREEMENT FOR GROUP  
HEALTH EXPENSE BENEFITS

between the

COUNTY OF UPSHUR, TEXAS  
(hereinafter called The Plan)

and the

TRANSPORT LIFE INSURANCE COMPANY  
(hereinafter called Transport Life)

Article 1

AUTOMATIC  
REINSURANCE

When The Plan issues Group Health Expense Benefits under its Employee Health Protection Plan as evidenced by the Plan Document attached hereto and made a part hereof, Transport Life shall automatically accept liability in excess of the deductible amounts described in Exhibit A.

Should The Plan decide to alter its plan document, it should so advise Transport Life. Transport Life will then advise The Plan of its decision as to acceptance of such changes as they relate to reinsurance.

Article 2

REINSURANCE  
PREMIUMS

The reinsurance premium rates will be those provided in Exhibit B.

Reinsurance premiums are due and payable in advance.

Transport Life may change the reinsurance rates on any premium due date on which such rates have been in effect for at least 12 months prior to such premium due date, by giving written notice to The Plan at least 31 days before such premium due date or on any date as of which the provisions of this agreement are changed as to the benefits provided.

PREMIUM  
ACCOUNTING

Monthly reinsurance premium reports will be submitted to Transport Life in accordance with procedures agreed upon by both companies. In the event of nonpayment of premiums for a period of 30 days or more following the due date of the premium, Transport Life shall have the right to terminate reinsurance. If Transport Life elects to exercise its right of termination, Transport Life shall give The Plan 30 days notice of its intention to terminate such reinsurance and if all reinsurance premiums in arrears, including any which may become in arrears during the 30-day period, are not paid before the expiration of such period, Transport Life shall be relieved of liability.

The reinsurance so terminated may be reinstated at any time within 30 days of the date of termination upon payment of all reinsurance premiums in arrears but Transport Life shall have no liability in connection with any claims incurred between the date of termination and the date of reinstatement of the reinsurance.

Article 3

REDUCTIONS Reinsurance of Group Health Expense Benefits hereunder shall be continued without reduction so long as The Plan's original coverage remains in force without reduction of benefits.

Article 4

CLAIMS The liability of Transport Life shall be subject to the terms and conditions of the plan under which The Plan shall be liable. If any claim contested or compromised by The Plan results in a reduction of the claim made upon The Plan, Transport Life and The Plan shall participate in such reduction in proportion to their respective net liabilities. Any expense incurred by The Plan in defending or investigating any claim shall be shared in the same proportion. Compensation of salaried officers and employees of The Plan and other overhead expenses shall not be deemed claim expenses.

Article 5

RIGHT TO INSPECT At all reasonable times, Transport Life may inspect in The Plan's offices, the original papers, records, files, and other documents referring to the business under this agreement.

Article 6

OVERSIGHT It is hereby agreed that if nonpayment of premiums within the time specified, or failure to comply with any terms of this contract, is shown to be unintentional and the result of misunderstanding or oversight on the part of either The Plan or Transport Life, the agreement shall not be deemed abrogated thereby, but both The Plan and Transport Life shall be restored to the position they would have occupied had no such oversight or misunderstanding occurred.

Article 7

ARBITRATION All disputes and differences which cannot be resolved by the parties are to be decided by arbitration, and the arbitrators are empowered to determine the obligations of the parties.

Arbitration shall be conducted by three arbitrators who must be officers of insurance companies other than the parties of this agreement. One of the arbitrators is to be appointed by The Plan, the second by Transport Life and the third is to be selected by the first two arbitrators prior to the beginning of arbitration.

The arbitrators shall not be bound by any rules of law, but shall regard this agreement from the standpoint of usual business practice and equity. They shall decide by a majority of votes and from their written decision there shall be no appeal. The cost of arbitration, including the fees of the arbitrators, shall be borne by the losing party unless the arbitrators shall decide otherwise.

Article 8

INSOLVENCY

In the event of insolvency of The Plan the liability of Transport Life for claims shall continue to be determined by all of the terms, conditions and limitations under this agreement, and Transport Life will make settlement of claims;

- (a) Directly to the liquidator, receiver or statutory successor of said Plan and
- (b) without diminution because of the insolvency of The Plan

The liquidator, receiver or statutory successor of the insolvent Plan shall give written notice of the pendency of a claim against the insolvent Plan on the plan reinsured within a reasonable time after such claim is filed in the insolvency proceeding. During the pendency of any such claim, Transport Life may, at its own expense, investigate such claim and interpose in the name of The Plan (its liquidator, receiver or statutory successor) any defense or defenses which Transport Life may deem available to The Plan or its liquidator, receiver or statutory successor. The expense thus incurred by Transport Life shall be chargeable against The Plan as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to The Plan solely as a result of the defense undertaken by Transport Life.

Where two or more reinsurers are involved in the same claim the expense shall be apportioned in accordance with the terms of the Reinsurance Agreement the same as though such expense had been incurred by The Plan.

Article 9

EFFECTIVE  
DATE AND  
DURATION  
OF AGREE-  
MENT

The effective date of this agreement shall be June 1, 1983 . It's duration will be twelve (12) calendar months, and it shall expire on May 31, 1984 . It may be amended at any time by mutual consent of the parties.

In witness whereof this agreement is signed in duplicate on the dates indicated at the Home Office of each company.

Date June 17, 1983 By R. G. Langhston  
TRANSPORT LIFE INSURANCE COMPANY

Date June 23, 1983 By Vett Bask  
COUNTY OF UPSHUR, TEXAS

EXHIBIT A  
DEDUCTIBLE AMOUNT OF GROUP HEALTH BENEFITS

I. Deductible Amount per Claimant per Calendar Year

The Deductible Amount of liability is that liability retained by The Plan for Group Health Expense Benefits incurred and paid on behalf of any one covered claimant in the Calendar Year. The Reinsured Amount of liability is that liability which is assumed by TRANSPORT on a 100% basis.

(a) Deductible Amount per Claimant per Calendar Year:

The first \$ 12,500 of claims incurred and paid by The Plan on any one claimant in the Calendar Year.

(b) Reinsured Amount per Claimant per Calendar Year:

The next \$ 987,500 of benefits paid during the Calendar Year for expenses incurred by any one claimant during that Calendar Year. Any claim which is complete and has been received at the Offices of Transport Life in Dallas, Texas by December 15 will be considered paid during that Calendar Year, whether or not such benefit was in fact paid during such year.

(c) Coverages not included:

None

(d) In the event of termination of this agreement,

any claim which is complete, and

has been received at the Offices of Transport Life in Dallas, Texas, during the 60-day period immediately following the date of termination,

which claim was incurred prior to the date of termination,

shall be considered in determining the liability of Transport under this provision.

## EXHIBIT A- continued

2. Deductible Amount per Plan Month for THE PLAN

The Deductible Amount per Plan Month is that aggregate amount of liability retained by THE PLAN for Group Health Expense Benefits paid in each month of the Plan Year ending May 31, 1984.

## (a) Deductible Amount per Plan Month for THE PLAN:

An amount determined by multiplying the number of covered employees on the first day of each plan month, by \$ 126.00. In the event that claims paid in any month are less than the Deductible Amount, the balance available shall be carried forward and added to the Deductible Amount for future Plan Months during the Plan Year. In the event the claims paid in any one month exceed the Deductible Amount, that excess shall be carried forward and applied toward the Deductible Amount for future Plan Months during the Plan Year. In no event, however, will the claims liability of the plan in any Plan Year exceed the sum of the Deductible Amounts for the twelve Plan Months of said Plan Year.

## (b) Reinsured Amount per Plan Year:

\$ 1,000,000.00

## (c) Coverages not included:

None

## (d) "paid claims" defined:

For the purposes of this provision, paid claims shall mean claims incurred on or after June 1, 1983, and actually paid during the Plan Month in question.

## (e) Termination provisions:

In the event of the termination of THE PLAN or this Agreement prior to May 31, 1984, TRANSPORT shall have no liability under this provision, and any outstanding paid claim amounts which exceed the Deductible Amounts for the months of the Plan Year preceding termination shall immediately be due and payable to TRANSPORT.

EXHIBIT B  
REINSURANCE PREMIUMS

1. Premiums for Reinsured Amount per Claimant per Calendar Year:

	<u>Monthly</u>
Employee Only:	\$ 8.00
Employee & Dependents:	\$ 22.00

2. Premiums for Reinsured Amount per Plan Year:

	<u>Monthly</u>
Employee Only:	\$ 2.90
Employee & Dependents:	\$ 8.10

RECEIVED 12/13

TAC WORKER'S COMPENSATION WORK SHEET  
1982 ACTUAL PAYROLL

COORDINATOR:  
KEITH BARBER, AUDITOR  
P. O. BOX 730  
GILMER

TEXAS 75644

ENTITY: 230  
UPSHUR CO

WORK CLASSIFICATION NAME	CODE	RATE	ANNUAL PAYROLL	PREMIUM
PRECINCT, ROAD EMPL	5506	8.99	272,883.39	24,532.22
CO & DRAIN. DIST. COMMISSIONERS	5606	3.40	62,400.00	2,121.60
SHERIFFS DEPT	7720	4.41	239,340.86	10,554.93
CLERICAL	8810	0.27	460,270.61	1,242.73
ELECTION PERS. & JURORS	8810A	0.27	15,702.00	42.40
LIBRARIAN	8838	0.41	31,013.75	127.16
BLDG. MAINTENANCE, JANITORS	9015	5.15	31,879.44	1,641.79

-----  
TOTAL: 1,113,490.05 40,262.83  
WITH 5.300% BENEFIT INCR: 40,974.14  
EXPERIENCE MODIFIER: 0.610  
TOTAL STANDARD PREMIUM: 24,994.23  
PREMIUM AFTER 25% DISCOUNT: 18,746.00  
TOTAL PAID IN 1982: 20,110.00  
REFUND CHECK: 1,364.00

T A C WORKMAN COMP. FUND  
P. O. BOX 2131 478-8753  
AUSTIN, TEXAS 78704

3184

June 24 19 83

88-2117  
1149

pay to the order of UPSHUR COUNTY \$ 1,364.00

One thousand three hundred sixty-four and no/100-----dollars

Overpayment of 1982 premium			

*William G. Reed*  
*Sam E. Long*

⑈003184⑈ ⑆114921172⑆ 1648 1615⑈

Capital National Bank  
P. O. BOX 550 7TH AND LAVACA  
AUSTIN, TEXAS 78768



103 20% 51 14 10 19

Bills Approved 6-27-83

## GENERAL FUND

CLAIM NO:	PAYEE:	CLASSIFICATION:	AMOUNT
978	U.P.S.	450-572	8.25
979	GNB	750-710	114,000.00
980	GNB	750-710	505,000.00
981	Armex International	409-720	371.90
982	Transport Life Ins. Co.	499-206/ 48.00 550-206/192.00	
983			
984	Postmaster	401-310/ 69.00 409-310/ 69.00 450-310/ 45.00 560-310/ 26.00	
985	TAC Workers Comp	V-V	2,196.82
986	Quill Corp.	403-310/27.49 476-310/94.38 495-310/ 1.68 499-310/ .56 700-310/189.37	
987	J.B.Hill, Jr.	403-425	602.46
988	Typewriter Service Systems	403-451	38.50
989	General Telephone	V-V	707.04
991	Jail Planners Inc.	409-479	616.93
992	R.E. McClelland	409-479	650.00
993	IBM Corp.	409-720/1,900.86 495-460/1,849.08	
994	Wayne Toliver	435-407	3,250.00
995	Hon. Hollis D. Garmon	435-415	423.88
996	Sabine Valley MHMR	435-423	120.00
997	StaffordLowdon Co.	450-312/1,1130.72 497-312/ 179.85 403-312/ 17.78	
998	Horace A. Ray	450-425	569.03
999	Burroughs Corp.	450-572	358.63
1000	Elliott Office Equip.	450-572/ 18.99 495-572/ 103.50 560-310/ 57.45 700-310/ 17.55	
1001	Arrest Law Bulletin	476-330	34.55
1002	Texas Peace Officers Manual	476-330	58.00
1003	W.R. Sanders, M.D.	476-412	250.00
1004	Tish Jenkins	476-550	30.98
1005	Gilmer Savings & Loan	499-482	190.84
1006	Wilson Distributing Co.	510-332	179.75
1007	Consolidated Chemical	510-332	30.40
1008	Construction Supply Co.	510-380	92.69
1009	City of Gilmer	510-440/ 163.27 513-440/ 14.00	
1010	Arkla Gas	514-442/ 4.75 510-442/73.67	
1011	SWEPCO	513-441/ 162.17 514-441/ 124.98	
1012	Quill Corp.	560-310/ 21.25 650-310/ 2.49 700-310/ 177.99	

1013	Lanier Products	560-310/ 54.45	
		560-451/ 86.00	
1014	Tyler Unifor Co. Inc.	560-334	235.91
1015	Donovan Uniform Co. Inc.	560-334	116.00
1016	Mobil Oil Credit Corp.	560-340	69.59
1017	Phillips Petroleum Co.	560-340	210.79
1018	Texaco, Inc.	560-340	30.14
1019	Shell Oil Co.	560-340	664.15
1020	Gulf Oil Corp.	560-340/ 1,252.56	
		560-350/ 62.97	
		560-450/ 77.25	
1021	Bobby's Discount Auto	560-350/ 289.60	
		560-450/ 84.00	
1022	Texas Distributors of Police Supplies	560-350/ 42.00	
		560-450/ 40.00	
1023	James Beasley	560-411/ 21.12	
		560-350/ 14.97	
1024	Lewis Polygraph	560-411	360.00
1025	Racal-Milgo	560-420	147.00
1026	East Texas Communications. Co.	560-450	25.00
1027	Don's Mini Storage	560-463	23.00
1028	American Petrofina Co. of Tex.	560-473	47.86
1029	Walter F. Stephens, Jr. Inc.	565-335	283.14
1030	Gilmer Drug Co.	565-337	14.51
1031	Jack P. Kirby, M.D.	642-477	605.69
1032	Sabine Valley MHR	644-476	875.00
1033	Studio Robert	650-330	14.33
1034	Ideals Publishing Corp.	650-330	27.95
1035	Oxmoor House Inc.	650-330	17.24
1036	Thames Book Co.	650-330	42.19
1037	Sports Illustrated	650-330	107.00
1038	Barron's Books, Inc.	650-330	13.95

VOL. 23 PG. 558

	R&B 1		
151	GNB	750-710	85,000.00
152	TAC Workers Comp	611-215	730.38
153	Willie Lee Williams	611-346	92.00
154	Herbert Jones	611-346	102.00
	R&B 2		
150	GNB	750-710	101,000.00
151	TAC Workers Comp	612-215	837.42
152	Chem. Co.	612-349	146.25
	R&B 3		
146	GNB	750-710	14,000.00
147	GNB	750-710	50,000.00
	R&B 4		
153	GNB	750-710	98,000.00

## Revenue Sharing

89	GNB	750-710	19,000.00
90	A&E Mill & Welding Supply	613-349	38.80
91	Darr Equipment Co.	613-350	54.15
92	Construction Supply Co. Inc.	613-350	58.00
93	George P. Bane Inc.	613-350	87.53
94	Arkla Gas	613-442	8.96
95	TAC Workers Comp	613-215	815.38
		614-215	765.00
96	Mrs. Joe Bogel	614-346	68.00
97	A&E Mill & Welding	614-349	30.00
98	Paul Davis	614-349	75.00
99	Upshur Co. Ford Tractor	614-350/	68.05
		614-349/	5.20
100	Double J Lawnmower & Chainsaw	614-350	28.97
101	Construction Supply Co. Inc.	614-350	1.95
102	Thrust Hydraulics	614-350	288.16
Debt Service			
24	GNB	750-710	14,000.00
	R.O.W.		
40	GNB	750-710	18,000.00
41	The Tarpley Agencies, Inc.	625-501/	80.00
		625-770/	720.00
	Salary		
3140	State Reserve Life Ins. Co.	780-252	31.40
	MUW District Probation		
16	MUW Probation	570-473	9,815.00
	Permanent School		
159	GNB	750-710	589,000.00

1 3 2 1 8 3 1 1 5 0 9

10-23 PG. 560

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGES IN YOUR RECORDS TO TAKE

EFFECT JUNE 1, 1983

EMPLOYEE TIM PHILLIPS

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO \_\_\_\_\_

THE CHANGE(S)

CHECK ALL APPLICABLE BOXES	FROM	TO
DEPARTMENT		
JOB		
TITLE		
<input checked="" type="checkbox"/> RATE	1449. <sup>00</sup>	1515. <sup>56</sup>

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) \_\_\_\_\_

\_\_\_\_\_ 10-23-83 4:11:23

CHANGE AUTHORIZED BY Jan Benf DATE \_\_\_\_\_

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECTY JUNE 1, 1983  
(DATE & TIME)

EMPLOYEE KEN GARRIOTT

SOCIAL SECURITY NO \_\_\_\_\_ CLOCK NO \_\_\_\_\_

VOL. 23 PG. 56

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	1628.19	1503. <sup>00</sup>
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE-EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) \_\_\_\_\_

\_\_\_\_\_ 1983 JUN 5 11:23

CHANGE AUTHORIZED BY Jan [Signature] DATE \_\_\_\_\_

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT JUNE 1, 1983  
(DATE & TIME)

EMPLOYEE DON HATLEY

SOCIAL SECURITY NO. \_\_\_\_\_ CLOCK NO. \_\_\_\_\_

VOL. 23 PG. 562

THE CHANGE(S)

CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	1357. <sup>97</sup>	1493. <sup>00</sup>
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- |   |  |
|---|--|
| <input type="checkbox"/> THIRD                | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE HIRED             | <input type="checkbox"/> LENGTH OF SERVICE INCREASE    |
| <input checked="" type="checkbox"/> PROMOTION | <input type="checkbox"/> RE-EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION             | <input type="checkbox"/> RESIGNATION                   |
| <input type="checkbox"/> TRANSFER             | <input type="checkbox"/> RETIREMENT                    |
| <input type="checkbox"/> MERIT INCREASE       | <input type="checkbox"/> LAYOFF                        |
| <input type="checkbox"/> UNION SCALE          | <input type="checkbox"/> DISCHARGE                     |

LEAVY OF ABSENCE FROM \_\_\_\_\_ (DATE) UNTIL \_\_\_\_\_ (DATE)

OTHER (EXPLAIN) \_\_\_\_\_

\_\_\_\_\_ JUN 01 1983 11:23

CHANGE AUTHORIZED BY *Jim Beirig* DATE \_\_\_\_\_

CHANGE APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_