



VOL 34 PG 899

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

12-29-89

Commissioners Court met in special session with all members present.

Motion by Tommy Eatherton seconded by Bill Loggins to approve the minutes of the previous meeting. Motion carried.

Motion by Tommy Eatherton seconded by David Loyd to approve the special road use agreement by E-Tex Land & Timber Co. to haul logs on Greyhound and Fox Roads. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to approve the permit application of Chuck Deppold to install a culvert within ROW of Fir Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to approve the overload permit by Triangle Turf, Inc. Motion carried, copy attached.

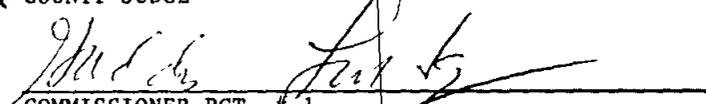
Motion by David Loyd seconded by Gaddis Lindsey to approve the overload permit by Treco Sales, Inc. to haul in Upshur County. Motion carried, copy attached.

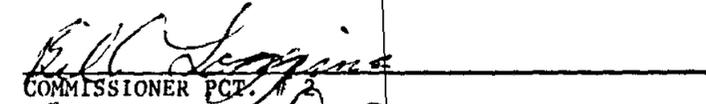
Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the special road use agreement by Tommy Tucker to haul logs on Gorilla and Fox Roads. Motion carried, copy attached.

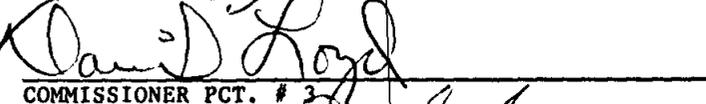
Motion by Bill Loggins seconded by Gaddis Lindsey to approve the payment of the bills now due. Motion carried, copy attached.

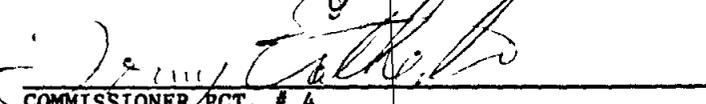
Motion by Gaddis Lindsey seconded by Tommy Eatherton to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. # 1


COMMISSIONER PCT. # 2


COMMISSIONER PCT. # 3


COMMISSIONER PCT. # 4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned E-Tex Land & Timber 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 exact route, direction and miles in tenths) _____
Greyhound and Fox 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. 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 Commissioner's 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.

Make Bechtel
First Party Signature

P.O. Box 2189
Street or Box

Jacksonville, Texas 75755
City, State and Zip Code

214-586-7186
Telephone

Petty Tract
Timber Tract

12-27-87
Date Signed

James W. Dean
County Judge

Walter Turkey
Commissioner 1

Bill Lippin
Commissioner 2

David Boyd
Commissioner 3

Ray Cathers
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 1
DATE 12-27-89

Formal notice is hereby given that Chuck Daggard
whose principal address is P.O. Box 9494, Longview, TX 75608
does propose to place a Culvert
within the ROW of County Road 5th 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 *Chuck Daggard*
TITLE _____
ADDRESS _____



Triangle Turf Inc.

Route 2, Box 200 B, Bay City, Texas 77414 • 409-244-2496

November 13, 1989

Dear County Clerk:

We have been directed by the State Department of Highways and Public Transportation to notify the county clerks of all counties that we work in, of our Over Axle & Gross Weight Tolerance Permit number. Our permit # is 891106A0006T. Date of issue is November 6, 1989 and expires November 6, 1990.

Thank you for your cooperation in this matter.

Sincerely,

Terri Rafter
Terri Rafter
Triangle Turf Co. Inc.

FILED
RECEIVED
NOV 13 89 PM 12:30
WASH COUNTY, TX
BY _____
DEPUTY

/tr

xc:file

FILED
NOV 27 1989
WASH COUNTY, TX
BY _____
DEPUTY



Western Surety Company

OVER AXLE AND OVER GROSS WEIGHT TOLERANCE PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. OW- 18235331

That we Triangle Turf Company, Inc. as Principal, whose address is Route 2, Box 200B, Bay City, Texas 77414 and Western Surety Company as Surety, being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State Department of Highways and Public Transportation of Texas and to the counties of this State in the penal sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars, to the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns.

The conditions of the above obligations are such that:

NOW, THEREFORE, the above named Principal will make payment to the State Department of Highways and Public Transportation of Texas and to the counties of the State for any and all damages that may be sustained to any highway under the jurisdiction of the State Highway and Public Transportation Commission or of the County Commissioners Court of any county by virtue of the operation of any equipment of the Principal for which a permit is issued to operate under the provisions of Article 6701d-11, Texas Civil Statutes, as amended by H. B. 2060, act of the 71st Legislature, 1989, Regular Session

This bond shall remain in full force and effect, subject to the following conditions:

1. It is agreed that as of September 7, 1989, this bond shall be in full force and effect indefinitely and that a continuation or renewal certificate is unnecessary.
2. The Surety may at any time cancel this bond by giving thirty (30) days written notice to the State Department of Highways and Public Transportation, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

PROVIDED, HOWEVER, the Surety shall notify the Department and the Principal in writing promptly after any payment is made by the Surety in respect to this bond and, regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

Any revisions of the bond amount shall not be cumulative

IN WITNESS WHEREOF said Principal and Surety have executed this bond and the effective date to begin on the 7th day of September, 1989.

By: [Signature]
Attorney-in fact and/or Texas Resident Agent

Principal
WESTERN SURETY COMPANY
By: [Signature]
Surety Joe P Kirby, President

COMPLAINT NOTICE Should any dispute arise about your premiums or about a claim that you have filed, contact the agent or write to the issuer of this bond, Western Surety Company. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto, Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this bond.

SURETY BOND UNDERWRITERS

AGENCY OF TEXAS

P. O. Box 140106 / Austin, TX 78714

VOL 34 PG 905

Bond No. 0019673 - 21

OVER AXLE AND OVER GROSS WEIGHT TOLERANCE PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS :

That we TRECO SALES INC as Principal, whose address is
PO BOX 369
NASH, TX 75569

and Universal Surety of America as Surety, being a surety company authorized to do business in the State of Texas, are held and firmly bound unto the State Department of Highways and Public Transportation of Texas and to the counties of this State in the penal sum of Fifteen Thousand and No/ 100 (\$15,000 00) Dollars, to the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns

The conditions of the above obligations are such that :

NOW, WHEREFORE, the above named Principal will make payment to the State Department of Highways and Public Transportation of Texas and to the counties of the State for any and all damages that may be sustained to any highway under the jurisdiction of the State Highway and Public Transportation Commission or of the County Commissioners Court of any county by virtue of the operation of any equipment of the Principal for which a permit is issued to operate under the provisions of Article 6701d 11, Texas Civil Statutes, as amended by H. B. 2060, act of the 71st Legislature, 1989, Regular Session

This bond shall remain in full force and effect, subject to the following conditions :

1. It is agreed that as of November 27, 1989, this bond shall be in full force and effect indefinitely and that a continuation or renewal certificate is unnecessary.
2. The Surety may at any time cancel this bond by giving thirty (30) days written notice to the State Department of Highways and Public Transportation, the Surety, however, remaining liable for any defaults under this bond committed prior to the expiration of such thirty-day period.

PROVIDED, HOWEVER, the Surety shall notify the Department and the Principal in writing promptly after any payment is made by the Surety in respect to this bond and, regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above.

Any revisions of the bond amount shall not be cumulative.

IN WITNESS WHEREOF said Principal and Surety have executed this bond and the effective date to begin on the 27th day of November, 1989.

TRECO SALES INC

PRINCIPAL

By: Miki Cass Sales and Operations Coordinator (title)

UNIVERSAL SURETY OF AMERICA

By: Jeanne R. Truitt Attorney-in-fact

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Tommy Tucker, 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 exact route, direction and miles in tenths) Barber go out loop

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 Commissioner's 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.

Tommy Tucker
First Party Signature
Rt 3 Box 3902
Street or Box
Nadles, Texas 75568
City, State and Zip Code
214-897-5095
Telephone

[Signature]
County Judge
[Signature]
Commissioner 1
[Signature]
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4

Timber Tract _____

Date Signed _____

Date Signed _____

Permit issued for a period not to exceed 90 days.

Approved Disbursements

Checking Account(s): AP

THE SOFTWARE GROUP, INC

Disbursements Made from 12/23/89 thru 12/29/89

PAGE 1

VOL 34 TO 902

| Check # | Date | Vendor | Check Amount | Invoice Amt | Invoice Descriptions |
|----------|----------|--------------------------------|--------------|---|---|
| 35075-AP | 12/29/89 | ADVANCED DRAINAGE SYSTEMS, INC | \$2,045.66 | \$2,045.66 | PCT#2-(160)15"x18" (60)24" CULVERTS, COUP INS |
| 35080-AP | 12/29/89 | ALBRIGHT'S GARAGE | \$56.09 | \$56.09 | D A-HOT CK RESTITUTION/MRS PERVIS YOUNG |
| 35081-AP | 12/29/89 | BANCROFT-WHITNEY CO | \$168.50 | \$49.75 \$42.90 \$38.25 \$37.60 | LAW LIB-TEXAS JUR 3D VOL 71 PARALLEL REF PAM LAW LIB-TEXAS ANNO PENAL STATUTES 1990 SUPP LAW LIB-ALR FEDERAL VOL 95 LAW LIB-COMPLETE MANUAL OF CRIM FORMS 2D 1989 SP |
| 35082-AP | 12/29/89 | CHILDREN'S MEDICAL CENTER | \$322.00 | \$322.00 | IND-STACY FOWLER/X-RAY |
| 35083-AP | 12/29/89 | CITY OF GILMER | \$1,662.73 | \$498.13 \$81.98 \$9.25 \$1,073.37 | CT H-ACCT#130274000/DEC 20'89 BILL ROCK BLDG-ACCT#130345000/DEC 20'89 BILL PORTER BLDG-ACCT#120171000/DEC 20'89 BILL J CTR-ACCT#010067500/DEC 20'89 BILL |
| 35084-AP | 12/29/89 | UPSHUR COUNTY INSURANCE ACCOUN | \$25,948.75 | \$25,948.75 | DECEMBER '89 INSURANCE CLAIMS |
| 35085-AP | 12/29/89 | CLARKE & COURTS, INC | \$33.08 | \$33.08 | D CLL-(200)NOTICE DEFAULT JUDGEMNET FRCT |
| 35086-AP | 12/29/89 | CZ ENGINEERING, INC | \$168.91 | \$168.91 | PCT#1-(1)AXLE BEAM(2)DIL SEALS |
| 35087-AP | 12/29/89 | DIXIE NATIONAL LIFE | \$269.35 | \$269.35 | ACCT#4269/DEC '89 PAYROLL DEDUCTIONS |
| 35088-AP | 12/29/89 | EXXON COMPANY U.S.A. | \$255.31 | \$255.31 | CO S-ACCT#182809387012/DEC 12'89 BILL |
| 35089-AP | 12/29/89 | GEORGE PHILLEY | \$17.50 | \$15.00 \$2.50 | NON DEPT-WASTE DISPOSAL REFUND/#9501 NON DEPT-WASTE DISPOSAL REFUND/#9502 |
| 35090-AP | 12/29/89 | GENERAL TELEPHONE COMPANY | \$495.19 | \$463.19 \$32.00 | TELE COMM-#843-3083/DEC 22'89 BILLING CO TAX-#1FD-2004/DEC 28'89 BILLING |
| 35091-AP | 12/29/89 | MCDONALD'S LIGHTING SUPPLY | \$203.06 | \$203.06 | CT H-(B)GFI PLUGS @#24-82** |
| 35092-AP | 12/29/89 | MED SHOP PHARMACY | \$6.99 | \$6.99 | CO S-PROCESSED FILM, FINANCE CHRG |
| 35093-AP | 12/29/89 | MOBIL OIL CREDIT CORPORATION | \$49.62 | \$49.62 | CO S-ACCT#8919300593/DEC 11'89 GAS BILL |
| 35094-AP | 12/29/89 | MOSBY MECHANICAL CO, INC | \$411.70 | \$411.70 | J CTR-MECHANIC, FREON, TRAVEL/COMPRESSOR IN CT ROOM |
| 35095-AP | 12/29/89 | PEGUES - HURST MOTOR CO | \$5.26 | \$5.26 | PCT#3-(1)NUT REAR WHEEL BEARING |
| 35096-AP | 12/29/89 | UPSHUR COUNTY INSURANCE ACCOUN | \$13,007.84 | \$13,007.84 | DECEMBER '89 INSURANCE PREMIUMS |
| 35097-AP | 12/29/89 | ANTHONY BETTERTON | \$25.69 | \$25.69 | CO S-REIMBURSE/MEALS |
| 35098-AP | 12/29/89 | JERRY KUHN | \$29.74 | \$29.74 | CO S-REIMBURSE/MEALS |
| 35099-AP | 12/29/89 | UPSHUR-RURAL ELECTRIC COOP, C | \$75.52 | \$64.67 \$10.85 | PCT#2-ACCT#41186503/DEC 21'89 BILL INC LAFAY BLDG-ACCT#505279486/DEC 21'89 BILLING |

FAM 101 5/0

PHOTO 10/1

Approved Disbursements

(Checking Account's) AP

THE SOFTWARE GROUP, INC

Disbursements Made from 12/23/89 thru 12/29/89

PAGE 2

| Check # | Date | Vendor | Check Amount | Invoice Amt | Invoice Descriptions |
|----------|----------|----------------------------|--------------|--|--|
| 38100-AP | 12/29/89 | DIAMOND SHAMROCK | \$45 94 | \$45 94 | CD 5-ACCT#77005775/DEC 14'89 GAS BILL |
| 38101-AP | 12/29/89 | SHARON WATER SUPPLY CORP | \$13 00 | \$13 00 | PCT#4-ACCT#1123/DEC 21'89 BILLING |
| 38102-AP | 12/29/89 | SHELL OIL COMPANY | \$14 82 | \$14 82 | CD 5-ACCT#092821628/DEC 18'89 GAS BILL |
| 38103-AP | 12/29/89 | STEWART INSURANCE AGENCY | \$250 00 | \$100 00 \$100 00 \$50 00 | CD TREAS-POLICY#18054459/PEBB 1990 CD CLK-POLICY#1106279/PEBB BOND 1990 JP#4-POLICY#1278301/CASTEL TURNER(BOND) |
| 38104-AP | 12/29/89 | JAMES F MALONE | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38105-AP | 12/29/89 | GREGGOPY DEARION | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38106-AP | 12/29/89 | GLENN AUBREY | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38107-AP | 12/29/89 | LAURA WILLIAMSON | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38108-AP | 12/29/89 | GLENN BREAZEALE | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38109-AP | 12/29/89 | RAYMOND LEE MURPHREE | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38110-AP | 12/29/89 | ALBERT L CHALK, JP | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38111-AP | 12/29/89 | JAY GLEN YAZELL | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38112-AP | 12/29/89 | JAMES T HUSPETH | \$6 00 | \$6 00 | D CT-ONE DAY GRAND JURY, 12/28/89 |
| 38113-AP | 12/29/89 | TEXAS ASSOC COURT ADMIN | \$35 00 | \$35 00 | D CT-RUTH WHITESIDE/'90 DUES |
| 38114-AP | 12/29/89 | TAC UNEMPLOYMENT FUND | \$4,058 81 | \$4,058 81 | UNIT #230-4TH QUARTER PREMIUM/GTR ENDING 12/31'89 |
| 38115-AP | 12/29/89 | ECONOMIC DEVELOPMENT BOARD | \$4,600 00 | \$4,600 00 | ECON BD-2QTR BUDGET ALLOCATION 1'90-2'90 |
| 38116-AP | 12/29/89 | VARNADO FEED SERVICE | \$2,971 75 | \$2,968 50 \$3 25 | R D W -(900)6'STEEL POST(30)ROLLS WIRE/FM205E CD BLDG-(11)50# STDC SALT |
| 38117-AP | 12/29/89 | VINYARD'S | \$20 00 | \$20 00 | D A-HOT CK RESTITUTION/PATRICIA WILSON |
| 38118-AP | 12/29/89 | WEST PUBLISHING COMPANY | \$332 75 | \$28 00 \$55 95 \$15 00 \$37 30 \$29 00 \$19 25 \$15 00 \$27 00 \$37 75 \$27 00 | LAW LIB-TX FAMILY CD 90 PAM D CT-TX CM PROC CD 90 PAM D CT-TX PENAL CD 8TH 90PA LAW LIB-TX CM PROC CD 90 PAM LAW LIB-TX PENAL CD 8TH 90PA JP#1-TX CM PROC CD 90 PAM JP#1-TX PNEAL CD 8TH 90PA LAW LIB-FD 880 LAW LIB-TX CS 771-772 LAW LIB-FD 881 |

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UNRECORDED

Approved Disbursements

(Checking Account(s)) - AP

THE SOFTWARE GROUP, INC

Disbursements Made from 12/23/89 thru 12/29/89

PAGE 3

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| Check # | Date | Vendor | Check Amount | Invoice Amt | Invoice Descriptions |
|----------|----------|------------------------------|--------------|-------------|----------------------------|
| | | | | \$27 00 | LAW LIB-ED 882 |
| | | | | \$14 50 | D CT-TX FAMILY CD 90 PAM |
| 38119-AP | 12/29/89 | WESTERN AUTO ASSOCIATE STORE | \$2 25 | \$2 25 | CD BLDG-(1)ELECT PLUG |
| 38120-AP | 12/29/89 | YORK PUMP & EQUIPMENT, INC | \$31 15 | \$31 15 | PCT#2-HYD GAUGE/JC BACKHOE |

Total for AP - ACCOUNTS PAYABLE \$57,687.96

Grand Total \$57,687.96

BY DEPUTY

09 DEC 29 AM 11:56

Everett Dean
County Judge, Everett Dean

Gaddis Lindsey
Commissioner Pct.#1, Gaddis Lindsey

Bill Loggins
Commissioner Pct.#2, Bill Loggins

David Loyd
Commissioner Pct.#3, David Loyd

Tommy Eatherton
Commissioner Pct.#4, Tommy Eatherton

FORM 101

AMERICAN USA

VOL 34 PG 91

ST JUN -4 TX 9:20

BY _____
DEPUTY

| | | | |
|---|---|--------------------------|-----------|
| FIRST STATE BANK <small>MEMBER FDIC</small> P.O. BOX 1432 GLADEWATER, TX 75647 | JACK M. FINLEY, INC. | | 2185 |
| | DBA PROFESSIONAL LAND TITLE SERVICES | | |
| | OPERATING ACCOUNT | | |
| | 811A GILMER RD PH. 214-237-7721 P O BOX 9909 LONGVIEW, TEXAS 75808 | | |
| | | Jan. 3 | 19 90 |
| | PAY TO THE ORDER OF <u>Upshur County Clerk, Rex A. Shaw</u> | | \$ 153.00 |
| | One Hundred Fifty-Three and 00/100 | | DOLLARS |
| | 1-3-90 | Plant Upkeep - Jan. 1990 | 150 00 |
| | | Additional Copies | 3 00 |
| | | | 153 00 |
| | <small>THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED</small> | | |
| | PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT | | |
| | <i>Mattie H. Farley</i> | | |
| | ⑈002185⑈ ⑆111913798⑆ ⑈9013423⑈ | | |

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