



UPSHUR COUNTY COMMISSIONERS COURT

DILMER, TEXAS

COMMISSIONERS COURT

SPECIAL SESSION

JULY 31, 1995

9:00 AM

1. Approve the minutes of the meetings held on 7-24-95 and 7-27-95.
2. Approve payment of the bills now due.
3. Approve payroll changes.
4. Accept payroll register for July.
5. Hear Judge Potter in regard to part time help.
6. Approve the District Attorney and Assistant DA attending a meeting in Corpus Christi September 27, 28 and 29, 1995.
7. Sign a resolution for grant for Criminal Justice Information System..
8. Approve permit applications for use of Upshur County right of way.
9. Approve budget amendments.

A handwritten signature in cursive script, appearing to read "Charles L. Still".

Charles L. Still
County Judge

RECORDED
INDEXED

95 JUL 27 PM 2:10

UPSHUR COUNTY TEXAS

BY _____

DEPUTY

UPSHUR COUNTY
COMMISSIONER'S COURT MEETING
7-31-95

COMMISSIONER'S COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

MOTION BY DAVID LOYD SECONDED BY KENNY THOMPSON TO APPROVE MINUTES OF PREVIOUS MEETINGS DATED 7-24-1995 AND 7-27-95. MOTION CARRIED.

MOTION BY DAVID LOYD SECONDED BY KENNY THOMPSON TO APPROVE PAYMENT OF BILLS NOW DUE. MOTION CARRIED. COPY ATTACHED.

THERE WERE NO PAYROLL CHANGES.

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYROLL REGISTER. MOTION CARRIED. COPY ATTACHED.

LYLE POTTER, JUSTICE OF THE PEACE FOR PRECINCT #2, MET WITH COURT TO DISCUSS PART-TIME POSITION IN HIS OFFICE. MR. POTTER STATED DUE TO THE WORK LOAD, WHICH HAS DOUBLED, HE WAS ASKING THE COURT TO APPROVE TURNING A TEMPORARY PART-TIME POSITION INTO PERMANENT PART-TIME POSITION. MR. POTTER STATED THAT HE ALSO FELT THE COURT SHOULD INCREASE HER SALARY FROM \$4.25 AN HOUR TO \$5.50 AN HOUR. MOTION BY DAVID LOYD SECONDED BY KENNY THOMPSON TO APPROVE EXTENDING PART-TIME POSITION IN JUSTICE OF PEACE OFFICE UNTIL 10-1-1995 AND ALSO TO INCREASE SALARY TO \$5.50 AN HOUR. MOTION CARRIED. COPY ATTACHED.

MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE DISTRICT ATTORNEY AND ASSISTANT DISTRICT ATTORNEY ATTENDING MEETING IN CORPUS CHRISTI SEPTEMBER 27, 28 AND 29, 1995. MOTION CARRIED.

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE RESOLUTION SUPPORTING THE GRANT APPLICATION TO THE STATE OF TEXAS FOR A CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS). MOTION CARRIED. COPY OF RESOLUTION ATTACHED.

MOTION BY KENNY THOMPSON SECONDED BY DAVID LOYD TO APPROVE RESOLUTION CONCERNING COPS. MOTION CARRIED. COPY OF APPLICATION ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS AND PUBLIC NECESSITY WORK RELEASE AND AUTHORIZATION FORMS:

PERMIT APPLICATION SUBMITTED BY BOBBY BARTON TO INSTALL A CULVERT IN ROW OF MEADOWBROOK.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LASCO, INC. TO HAUL LOGS ON GOOSE AND BOB WHITE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LASCO, INC. TO HAUL LOGS ARMADILLO, CHEROKEE TRACE AND MACHEN LANE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LASCO, INC. TO HAUL LOGS ON BLUEBIRD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BRADLEY CONTRACTORS, INC. TO HAUL LOGS ON BLUEBIRD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PANOLA TIMBER TO HAUL LOGS ON MOLE.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY GAYLE HENSON TO HAUL LOGS ON COLLIE.

PUBLIC NECESSITY WORK RELEASE AND AUTHORIZATION FORM SIGNED BY ROBERT L. BROWN. WORK TO BE DONE ON CORNER OF WHITE OAK AND CHERRY ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

THERE WERE NO BUDGET AMENDMENTS.

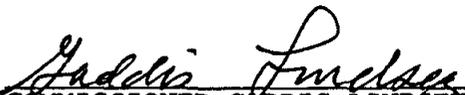
MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ADJOURN. MOTION CARRIED.

COPY OF ATTENDANCE SHEET PLACED INTO MINUTES.

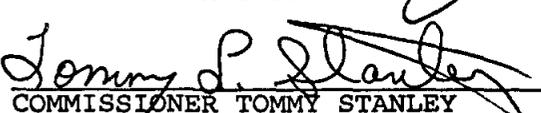
AFFIDAVIT AND WARRANTY DEED FROM FIRST NATIONAL BANK TO COUNTY OF UPSHUR PLACED INTO MINUTES. COPY OF FILED DEED AND AFFIDAVIT ATTACHED.



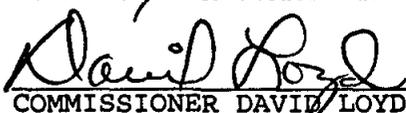
JUDGE CHARLES STILL



COMMISSIONER GADDIS LINDSEY



COMMISSIONER TOMMY STANLEY



COMMISSIONER DAVID LOYD



COMMISSIONER KENNY THOMPSON

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

11 AUG 1995

Approved Disbursements
ALL Checking Accounts

Disbursements Made from 07/31/95 thru 08/11/95

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THE SOFTWARE GROUP, INC

Check #....	HC Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions
49589-AP	07/31/95	UPSHUR COUNTY INSURANCE ACCO	\$5,199.80	\$5,199.80	ADP/CLAIMS, EMP. COSTS 07/31/95 PAYROLL
49590-AP	07/31/95	PEBSCD PAYROLL PROCESSING	\$1,493.44	\$1,493.44	ENTITY#52939 07/31/95 PAYROLL DEDUCTIONS
49591-AP	07/31/95	GILMER NATIONAL BANK	\$35,400.26	\$35,400.26	FICA, MEDICARE DEDUCTIONS 07/31/95 PAYROLL
49592-AP	07/31/95	GILMER NATIONAL BANK	\$19,900.71	\$19,900.71	WITHHOLDING DEDUCTIONS 07/31/95 PAYROLL
49593-AP	07/31/95	ATTORNEY GENERAL OF TEXAS	\$650.68	\$650.68	JULY '95 PAYROLL DEDUCTIONS
49594-AP	07/31/95	EAST TEXAS PROFESSIONAL	\$1,440.00	\$1,440.00	ETPCU/PAYROLL SAVINGS PLAN 07/31/95
49595-AP	07/31/95	FIRST NATIONAL BANK	\$655.00	\$655.00	FNB-PAYROLL SAVINGS PLAN 07/31/95
49596-AP	07/31/95	GILMER NATIONAL BANK	\$300.00	\$300.00	GNB/PAYROLL SAVINGS PLAN 07/31/95
49597-AP	07/31/95	GILMER SAVINGS BANK	\$100.00	\$100.00	GSB/PAYROLL SAVINGS PLAN 07/31/95
49598-AP	07/31/95	UPSHUR COUNTY INSURANCE ACCO	\$7,118.82	\$7,118.82	DEPENDENT INS. PREMIUMS 07/31/95 PAYROLL
49599-AP	07/31/95	RHONDA GAIL YOUNG	\$250.00	\$250.00	#281-93, JOEY YOUNG/#460253977 07/31/95
49600-AP	07/31/95	PATTI JILL YOUNG	\$240.00	\$240.00	#548-90/L. W. YOUNG/#417628077 07/31/95
49601-AP	07/31/95	RUBY COOPER, DISTRICT CLERK	\$282.00	\$282.00	RONALD D. BENGE/CAUSE#81-405-DR/7-31-95
49602-AP	07/31/95	TEXAS COUNTY & DISTRICT RETI	\$37,884.81	\$37,884.81	UNIT#329 MONTHLY REPORT 07/31/95 PAYROLL
49805-AP	07/31/95	ACORDIA BENEFITS OF TEXAS, I	\$10,461.52	\$10,461.52	125 PLAN CONTRIBUTIONS 07/31/95 PAYROLL (MED, CANCER PREM, UNREIMB. MED, DEP. CHILD CARE) 9BEMP
49806-AP	07/31/95	AMERICAN BLDG MAINTENANCE CO	\$3,008.36	\$3,008.36	CO BLDG-JANITORIAL SERVICES/JUNE '95
49807-AP	07/31/95	AT & T INFORMATION SYSTEMS	\$5.00	\$5.00	TELE COMM-ACCT#7303179690001/JULY 12 '95 BILLING
49808-AP	07/31/95	BLAZER RESOURCES, INC	\$33,330.50	\$7,962.50 \$17,493.00 \$2,625.00 \$5,250.00	PCT#3-(455)bb1s ROAD OILE#17.50per bb1 PCT#4-(999 6)bb1s ROAD OILE#17.50per bb1s PCT#3-(150)bb1s ROAD OILE#17.50per bbL PCT#2-(300)bb1s. ROAD OILE#17.50per bb1
49809-AP	07/31/95	CATFISH VILLAGE	\$32.19	\$32.19	D. A-SANDRA DERRICK/HOT CK RESTITUTION
49810-AP	07/31/95	CITY OF GILMER	\$2,564.34	\$1,121.29 \$102.80 \$13.50 \$1,326.75	CO CTH-ACCT#130274000/JULY 19'95 BILLING ROCK BLDG-ACCT#130345000/JULY 19'95 BILLING PORTER BLDG-ACCT#120171000/JULY 19'95 BILLING J. CTR-ACCT#010067500/JULY 19'95 BILLING
49811-AP	07/31/95	GENERAL TELEPHONE COMPANY	\$2,449.70	\$2,274.40	TELE. COMM-#843-3083/CUST#831104 7/95

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 07/31/95 thru 08/11/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$35.01	TELE. COMM-#1LA-3895/JULY 19'95 BILLING
				\$35 01	TELE. COMM-#1LA-3893/JULY 19'95 BILLING
				\$32 06	TELE. COMM-#1FD-2004/JULY 19'95 BILLING
				\$38 21	TELE. COMM-#1FD-3891/JULY 19'95 BILLING
				\$35.01	TELE. COMM-#1LA-3894/JULY 19'95 BILLING
49812-AP	07/31/95	GILMER CABLE TV CO., INC.	\$308 00	\$63 00	CO. JAIL-ACCT#13891/VIDOE. CABLE 8/95
				\$245 00	NON. DEPT-ACCT#15446/RADIO MAINT. 8/95
49813-AP	07/31/95	HERBERT L. YOUNG	\$113.36	\$113.36	CONST#2--(99)gals. UNLEAD PREM GAS
49814-AP	07/31/95	JAMES L. STOKER SR.	\$296 00	\$296 00	PCT#1-(74)LOADS DIRT@\$4.00per. load
49815-AP	07/31/95	JOHN DEERE CREDIT	\$1,489.19	\$1,489.19	PCT#2-ACCT#17-999994161/JD WHEEL LOADER(8'95)
49816-AP	07/31/95	JULIE WHITFIELD	\$200 00	\$200.00	CO. CT-CAUSE#22/RACHEL BUCHANAN GAURDIANSHIP
49817-AP	07/31/95	KARMEN STEELMAN	\$12.64	\$12 64	COMPUTER-(43 6)mi@. 29ea: I DEAL COMPUTER, LONGVIEW
49818-AP	07/31/95	LIDLAW WASTE SYSTEMS	\$667.00	\$667.00	WASTE-JUNE'95 BASIC SERVICE, RENTAL
49819-AP	07/31/95	LARRY FORTSON	\$6 79	\$6 79	CO JAIL-REIMBURSE/MEAL (TRANSPORTING PRISONER TO GONZALES COUNTY)
49821-AP	07/31/95	NATIONAL FAMILY CARE	\$141 55	\$141.55	ID#3152/JULY'95 PAYROLL DEDUCTIONS
49822-AP	07/31/95	NATIONSBANK, NA	\$450.21	\$450.21	PEER&JUV. PROB-ACCT#1459-1459/JULY 15'95 BILLING
49823-AP	07/31/95	NEWSOME'S GROCERY	\$58 58	\$58.58	D. A-ROY MCMAHAN/HOT CK. RESTITUTION
49824-AP	07/31/95	OTIS ELEVATOR COMPANY	\$165 16	\$165.16	TY78748E895/ELEVATOR SERVICE 8/01-31/95
49825-AP	07/31/95	PHILLIPS PETROLEUM COMPANY	\$27 80	\$27 80	CO S-ACCT#6992684750/JULY 12'95 BILLING
49826-AP	07/31/95	PUBLIC AGENCY TRAINING COUNC	\$250 00	\$250.00	D. CT-BAILIFF/LOUIE M. ENGLISH(CT. SECURITY)
49827-AP	07/31/95	SARAH WILLIAMS	\$1,095.00	\$1,095 00	CCP-CONTRACT SERVICES/JUNE 19-JULY 13'95
49828-AP	07/31/95	SHARON WATER SUPPLY CORP.	\$14 22	\$14.22	PCT#4-ACCT#1133/JULY 24'95 BILLING
49829-AP	07/31/95	SOUTHWESTERN ELECTRIC POWER	\$5,404 54	\$104 08 \$3,649 95 \$381 72 \$274 69 \$651 59 \$342 51	PORTER. BLDG-ACCT#55685/JULY 17'95 BILLING J CTR-ACCT#71686/JULY 17'95 BILLING ROCK BLDG-ACCT#40681/JULY 17'95 BILLING ROCK BLDG-ACCT#359669/JULY 18'95 BILLING CO LIB-ACCT#66685/JULY 18'95 BILLING CO LIB-ACCT#403669/JULY 17'95 BILLING
49830-AP	07/31/95	SPRINT	\$19 77	\$19 77	TELE. COMM-CUST#131782320/JULY 18'95 BILLING

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Approved Disbursements
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THE SOFTWARE GROUP, INC.

Disbursements Made from 07/31/95 thru 08/11/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
49831-AP	07/31/95	SPRINT CELLULAR	\$29.15	\$29.15	JUV. PROB-ACCT#GM00626/JULY 10'95 BILLING
49832-AP	07/31/95	TEXACO INC.	\$31.41	\$31.41	CO. S-ACCT#6103028459/JULY 7'95 BILLING
49833-AP	07/31/95	TEXAS PROBATION ASSOCIATION	\$140.00	\$140.00	ISP&JUV-REGISTRATION/L. VINES&M. WYLIE
49834-AP	07/31/95	TRANSPORT LIFE INSURANCE COM	\$334.90	\$334.90	GROUP K44/JULY'95 PAYROLL DEDUCTION
49835-AP	07/31/95	UPSHUR-RURAL ELECTRIC COOP.	\$92.93	\$8.03	SIMP. BLDG-ACCT#902475309/JULY 18'95 BILLING
				\$39.06	PCT#4-ACCT#121782522/JULY 18'95 BILLING
				\$38.34	PCT#2-ACCT#41186523/JULY 21'95 BILLING
				\$7.50	LAFAY. BLDG-ACCT#505279486/JULY 21'95 BILLING
49836-AP	07/31/95	WAL-MART #146	\$54.03	\$20.00	D. A-SHERRI R. JONES/HOT CK RESTITUTION
				\$34.03	D. A-ELLA TATE/HOT CK RESTITUTION
49837-AP	07/31/95	WANDA COSTON	\$100.44	\$100.44	JP#1-REIMBURSE/236mi. 29ea; STAMPS
49840-AP	08/04/95	CJAD CONFERENCE FUND	\$175.00	\$175.00	SUP-REGISTRATION/JO ANN STOCKS 8/10&11/95
49841-AP	08/04/95	GENERAL TELEPHONE COMPANY	\$9.02	\$9.02	CO. S-#1BA-2703/JULY 19'95 BILLING
49842-AP	08/04/95	RICHARD MORRISON	\$200.00	\$200.00	CO CTH&CO. LIB-REPAINT FLAG POLES
49843-AP	08/04/95	SPRINT CELLULAR	\$50.67	\$50.67	SUP-ACCT#GM00318/JULY 10'95 BILLING
49844-AP	HC 08/10/95	FLOWERS THRIFT STORE	\$78.00	\$78.00	CO. JAIL-(200)LOAVES OF BREAD
49845-AP	HC 08/11/95	TEXAS DEPT OF TRANSPORTATION	\$4,200.00	\$4,200.00	PCT#4-1990 CHEVROLET PICKUP TRUCK
Total for AP - ACCOUNTS PAYABLE			\$178,982.49		

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CHECK.....	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS.
49483-P	07/31/95	07/31/95	BETTERTON, ANTHONY-S	1,517.87	N	
49484-P	07/31/95	07/31/95	BURRIS, KAY LYNN	1,462.68	N	
49485-P	07/31/95	07/31/95	BURRIS, RANDY DAVID	1,429.90	N	
49486-P	07/31/95	07/31/95	CROMLEY, ROBERT ALLEN	1,396.09	N	
49487-P	07/31/95	07/31/95	CROSS, RICHARD D	1,562.24	N	
49488-P	07/31/95	07/31/95	DECUIR, JAMES A.	1,370.44	N	
49489-P	07/31/95	07/31/95	FORTSON, LARRY WAYNE	1,428.97	N	
49490-P	07/31/95	07/31/95	HAYS, SHELIA R.	911.30	N	
49491-P	07/31/95	07/31/95	JORDAN, MURRAY K	1,597.24	N	
49492-P	07/31/95	07/31/95	KUZA, HENRY-MICHAEL II	1,146.37	N	
49493-P	07/31/95	07/31/95	NORMAN, SELTON RONALD	1,461.92	N	
49494-P	07/31/95	07/31/95	SANDERS, BOBBY NEAL	1,496.27	N	
49495-P	07/31/95	07/31/95	SEWELL, LARRY W	1,255.32	N	
49496-P	07/31/95	07/31/95	WHORTON, PAULA N	994.13	N	
49497-P	07/31/95	07/31/95	YOUNG, LELAND WAYNE	1,141.91	N	
49498-P	07/31/95	07/31/95	BEAN, ELIZABETH M.	1,100.02	N	
49499-P	07/31/95	07/31/95	BETTERTON, NANCY LYN	1,542.18	N	
49500-P	07/31/95	07/31/95	CLAMPITT, ANGELA KAY	1,228.53	N	
49501-P	07/31/95	07/31/95	DAVIS, MICHAEL WAYNE	1,135.11	N	
49502-P	07/31/95	07/31/95	EDWARDS, SANDRA D.	1,159.68	N	
49503-P	07/31/95	07/31/95	FENNEL, SHERRY L	1,077.57	N	
49504-P	07/31/95	07/31/95	GRIFFIN, SHARON R.	542.31	N	
49505-P	07/31/95	07/31/95	GRISWOLD, JAMES E	1,178.31	N	
49506-P	07/31/95	07/31/95	HELPESTILL, RAY B	1,046.80	N	
49507-P	07/31/95	07/31/95	HOPKINS, ALICE MATHIS	843.95	N	
49508-P	07/31/95	07/31/95	JENKINS, STANLEY E.	1,158.31	N	
49509-P	07/31/95	07/31/95	JONES, PENNY L	249.34	N	
49510-P	07/31/95	07/31/95	KJORSVIK, ERIK DAVID	1,111.60	N	
49511-P	07/31/95	07/31/95	LEWIS, BARRY L.	939.41	N	
49512-P	07/31/95	07/31/95	LINGLE, J. RICHARD JR.	1,096.63	N	
49513-P	07/31/95	07/31/95	MONTS, BRANDY L	1,111.60	N	
49514-P	07/31/95	07/31/95	MOORE, JERRY A	1,205.84	N	
49515-P	07/31/95	07/31/95	MURPHY, NADRA H	1,152.60	N	
49516-P	07/31/95	07/31/95	McLENDON, RODNEY W	1,214.02	N	
49517-P	07/31/95	07/31/95	SALOIS, GEORGE CARL	1,158.31	N	
49518-P	07/31/95	07/31/95	WALKER, DIANE	852.52	N	
49519-P	07/31/95	07/31/95	BICKERDIKE, CARA L	1,344.45	N	
49520-P	07/31/95	07/31/95	BROWN, CHRISTOPHER E	1,392.85	N	
49521-P	07/31/95	07/31/95	FOWLER, JERALD DEAN	1,138.48	N	
49522-P	07/31/95	07/31/95	GEE, JAMES R.	1,117.66	N	
49523-P	07/31/95	07/31/95	GRANT, GLENDA ANN	982.30	N	
49524-P	07/31/95	07/31/95	HANCOCK, KATHRYN B.	1,158.02	N	
49525-P	07/31/95	07/31/95	HUDGINS, ROYCE L III	1,493.23	N	
49526-P	07/31/95	07/31/95	JACKSON, SHANE	1,652.67	N	
49527-P	07/31/95	07/31/95	MCCAY, WILLIAM CARTER	1,863.56	N	
49528-P	07/31/95	07/31/95	RANCILIO, VICKI J	970.52	N	
49529-P	07/31/95	07/31/95	RAY, JIMMY DARRELL	1,825.68	N	
49530-P	07/31/95	07/31/95	STANFIELD, VICKY JONES	1,426.66	N	
49531-P	07/31/95	07/31/95	STOCKS, JO ANN	2,169.25	N	
49532-P	07/31/95	07/31/95	MITCHELL, RONNIE GENE	2,056.37	N	
49533-P	07/31/95	07/31/95	SMITH, MELINDA L.	1,275.85	N	
49534-P	07/31/95	07/31/95	VINES, LISA S.	1,160.23	N	

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CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
49535-P	07/31/95	07/31/95	WYLIE, MILTON J.	1,526.85	N	
49536-P	07/31/95	07/31/95	SMITH, NADRA CITA	845.42	N	
49537-P	07/31/95	07/31/95	BECK, EARNEST EARL	811.26	N	
49538-P	07/31/95	07/31/95	BELL, DENNIS JR.	548.61	N	
49539-P	07/31/95	07/31/95	BULLOCK, JOEL K.	636.29	N	
49540-P	07/31/95	07/31/95	DAVIS, CECIL W. SR.	1,022.65	N	
49541-P	07/31/95	07/31/95	JONES, ELLIS	791.87	N	
49542-P	07/31/95	07/31/95	LINDSEY, GADDIS M.	1,398.23	N	
49543-P	07/31/95	07/31/95	ROBERTSON, OSCAR	969.94	N	
49544-P	07/31/95	07/31/95	SMITH, EDDIE J.	1,138.47	N	
49545-P	07/31/95	07/31/95	STOKER, JAMES LOUIS	1,406.73	N	
49546-P	07/31/95	07/31/95	WILSON, JAMES R.	979.99	N	
49547-P	07/31/95	07/31/95	CROCKETT, HARRY JAMES	1,041.69	N	
49548-P	07/31/95	07/31/95	ELWELL, CHAD B.	794.86	N	
49549-P	07/31/95	07/31/95	HARGEST, CHARLES P.	748.35	N	
49550-P	07/31/95	07/31/95	JEFFERY, DONALD RAY	934.91	N	
49551-P	07/31/95	07/31/95	JOHNSON, IVORY GENE	1,387.00	N	
49552-P	07/31/95	07/31/95	NELSON, WILLIAM B.	964.91	N	
49553-P	07/31/95	07/31/95	PENDARVIS, ABBOTT LYNN	1,376.20	N	
49554-P	07/31/95	07/31/95	STANLEY, TOMMY LEE	1,968.17	N	
49555-P	07/31/95	07/31/95	YOUNG, JOEY A.	793.66	N	
49556-P	07/31/95	07/31/95	DODD, JOHN MELVIN	440.62	N	
49557-P	07/31/95	07/31/95	DRIGGERS, BOBBY D.	1,323.63	N	
49558-P	07/31/95	07/31/95	GAGE, PAUL E.	1,167.64	N	
49559-P	07/31/95	07/31/95	GLENN, GEORGE R.	508.50	N	
49560-P	07/31/95	07/31/95	HILL, ROBERT R.	916.01	N	
49561-P	07/31/95	07/31/95	LATHAM, GARY D.	1,012.03	N	
49562-P	07/31/95	07/31/95	LOYD, DAVID GRANT	1,976.45	N	
49563-P	07/31/95	07/31/95	MILLER, LONNIE E.	908.27	N	
49564-P	07/31/95	07/31/95	SMITH, ENNIS J.	643.69	N	
49565-P	07/31/95	07/31/95	BALLARD, GERALD WAYNE	996.27	N	
49566-P	07/31/95	07/31/95	BLACKSTONE, WILLY PAT	864.30	N	
49567-P	07/31/95	07/31/95	CAMPBELL, GLENN EDWARD	1,324.92	N	
49568-P	07/31/95	07/31/95	CURLEY, WILLIAM EDWARD	1,218.63	N	
49569-P	07/31/95	07/31/95	KNIGHT, KENNY L.	1,154.95	N	
49570-P	07/31/95	07/31/95	RITTER, DON L.	983.80	N	
49571-P	07/31/95	07/31/95	SHAW, TOM P.	912.12	N	
49572-P	07/31/95	07/31/95	THOMPSON, CHARLES K.	1,942.64	N	
49573-P	07/31/95	07/31/95	TIMMONS, GERALD WAYNE	1,151.77	N	
49574-P	07/31/95	07/31/95	JOHNSON, GERALD DON	1,425.43	N	
49575-P	07/31/95	07/31/95	BROWN, FLESHA EVETTE	274.12	N	
49576-P	07/31/95	07/31/95	JACKSON, STACY K.	251.20	N	
49577-P	07/31/95	07/31/95	MORRISON, JOYCE FRANCES	1,545.45	N	
49578-P	07/31/95	07/31/95	SANDERS, BARBARA ELAINE	240.09	N	
49579-P	07/31/95	07/31/95	SMITH, EMMA JEAN	882.34	N	
49580-P	07/31/95	07/31/95	SMITH, SANDY E.	622.19	N	
49581-P	07/31/95	07/31/95	THOMPSON, NANCY K.	729.27	N	
49582-P	07/31/95	07/31/95	WILLIAMS, JANET C.	864.10	N	
49583-P	07/31/95	07/31/95	CAMPBELL, MARY ROSE	1,057.89	N	
49584-P	07/31/95	07/31/95	LANGFORD, KATHLEEN D.	407.01	N	
49585-P	07/31/95	07/31/95	REEVES, DAVID RANDALL	442.24	N	
				171,545.85		
				171,545.85		

VOL 57 PG 118

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Madeline Lindsey
COMMISSIONER PCT11, MADIE LINDSEY

Tommy Stanley
COMMISSIONER PCT2, TOMMY STANLEY

David Long
COMMISSIONER PCT3, DAVID LONG

Charles K. Thompson
COMMISSIONER PCT4, CHARLES K. THOMPSON

BY _____ SECURITY

95 JUL 31 PM 2:06

RECEIVED
COUNTY CLERK

WIPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 8-01-95 Dept 451
 Employee Jean Miller
 Social Security No. 453-54-1276 Emp. ID# 727

NO.	CHANGE(S)	FROM	TO
	Grade. Step	4, 3	5, 11
	Rate	4.25	5.48
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)			
<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input checked="" type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments. Effective/and to be considered in new budget year for '95-'96. (Hired as part-time employee 2/13/95)

Authorized by [Signature]
 Approved by _____ Date 7-31-95

THE STATE OF TEXAS

COUNTY OF UPSHUR

RESOLUTION

The Commissioners Court of Upshur County, meeting in regular session on July 31, 1995 among other things considered the following resolution;

WHEREAS, the Commissioners Court of Upshur County does recognize the increase of crime in our County; and

WHEREAS, the Commissioners Court of Upshur County sees the need to increase our dedication to help our community resolve our problems and make our community a better and safer place to live; and

WHEREAS, the Commissioners Court of Upshur County is willing to put forth the best and most reliable technology to date to provide for the safety and convenience of its citizens;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Upshur County fully supports the grant application to the State of Texas for a Criminal Justice Information System (CJIS).

BE IT FURTHER RESOLVED, the Commissioners Court of Upshur County will increase the Data Processing budget for the required matching funds of \$15,000 upon the approval of this grant.

IN WITNESS, WHEREOF, we have hereunto set our hand and caused the great seal of Upshur County to be affixed this 31st day of July, 1995.


Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey
Commissioner Pct. 1

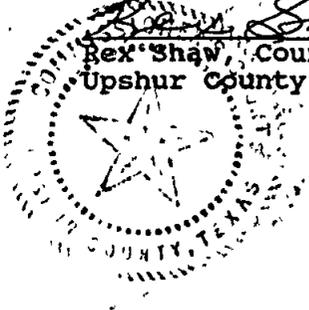
Tommy Stanley
Tommy Stanley
Commissioner Pct. #2

David Loyd
David Loyd
Commissioner Pct. #3

Kenny Thompson
Kenny Thompson
Commissioner Pct. #4

ATTEST:

Rex Shaw
Rex Shaw, County Clerk
Upshur County, Texas

The seal of Upshur County, Texas, is circular with a five-pointed star in the center. The words "UPSHUR COUNTY, TEXAS" are written around the perimeter of the seal.



FILED
REVA A. SHAW
COUNTY CLERK

COPS UNIVERSAL HIRING APPLICATION FORM

95 JUL 31 AM 2:36

This form is to be completed by jurisdictions wishing to apply for grants to pay for salaries and benefits of new or rehired police officers under the Universal Hiring Program. Complete the information below. By signing this form you also acknowledge your understanding that Universal Hiring grants provide a maximum federal contribution of 75% of the salary and benefits of each officer over three years unless a waiver is authorized, up to a cap of \$75,000 per officer, with the federal share decreasing and local share increasing from year to year. *If your agency has received a COPS AHEAD or COPS FAST grant award do not use this form - you will be contacted by mail and informed about how to participate in this program. ALL REQUESTED INFORMATION MUST BE TYPED.*

Applicant Organization's Legal Name: Upshur County Criminal District Attorney's Office

Executive Information:

Law Enforcement Executive's Name: Tim Cone Title: Criminal District Attorney
Agency Name: Upshur County Criminal District Attorney's Office
Address: 405 N. Titus Street
City: Gilmer State: Texas Zip Code: 75644
Telephone: (903) 843-5513 FAX: (903)843-3661

Law Enforcement Agency EIN Number (Assigned by the IRS): None
Law Enforcement Agency ORI Number (Assigned by FBI for UCR Reporting): None

Government Executive's Name: Same as above Title: _____
Name of Government Entity: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ FAX: _____

Congressional District: _____

General Information:

- Type of Police Agency:
- Municipal
 - County
 - State
 - Sheriff
 - Indian Tribal
 - Transit
 - School
 - University/College
 - Public Housing
 - New/Start Up (please specify type of new agency) _____
 - Other (please specify) _____

Is your jurisdiction the recipient of other COPS grants? Yes No

If yes, under which program have you received federal funds?

- COPS: Phase I
- COPS AHEAD
- COPS FAST
- COPS MORE

Total number of new officers requested in this round of the Universal Hiring Program:

Full-Time 1 Part-Time _____

Total amount of federal funds requested: \$ 75,000.00
Total non-federal matching funds required: \$ 25,000.00

Population served: 30,000 approximate and square miles covered 547 (Exclude the population and square miles primarily served by other law enforcement agencies within your jurisdiction)

Current authorized sworn force strength (as of May 1, 1995): 0
Actual sworn force strength (as of May 1, 1995): _____

To assist the COPS Office in planning, how many additional officers would you like to have supported by the COPS Office in each of the following calendar years:

	Full-Time	Part-Time
1996:	_____	_____
1997:	_____	_____
1998:	_____	_____
1999:	_____	_____
2000:	_____	_____

Are you requesting a waiver of the local match requirement based upon extraordinary local fiscal hardship?

Yes No If yes, attach a one page typewritten description of the extraordinary local fiscal hardship upon which you are basing your request for a waiver.

I certify that the information provided on this form is true and accurate to the best of my knowledge. I understand that prior to any grant award, the applicant must comply with all application and program requirements of the Public Safety Partnership and Community Policing Act of 1994 and other requirements of federal law.

Law Enforcement Executive's Signature: _____ Date: 7/14/95
Government Executive's Signature: _____ Date: 7/14/95

Return this form, the Community Policing Information Form(s), the Budgetary Information Form(s), and any additional information that is required postmarked by:

July 31, 1995, for Round 1;
October 15, 1995, for Round 2*; or
March 15, 1996, for Round 3*

To this address: U. S. Department of Justice
COPS Universal Hiring Program
1100 Vermont Avenue, N.W.
Washington, DC 20530

* Awards for Round 2 and 3 are subject to future appropriations.



**U.S. Department of Justice
Office of Community Oriented Policing Services**

UNIVERSAL HIRING: Community Policing Information

Part I

You need to fill out the following form which provides information about your community policing goals and the activities of the new officers you plan to hire with your grant funds. The COPS Office will work with you towards meeting these goals.

Question 6 must be typewritten. Assistance in completing this information is available from the Department of Justice Response Center at 1-800-421-6770, or by writing the COPS Office, 1100 Vermont Avenue, Washington, DC 20530. You may add additional information concerning your plans by attaching typewritten materials at the end of this form.

The following information will help the COPS Office understand the public safety problems facing your community.

1. Please rank in descending order the following public safety issues your community faces. Rank only those public safety issues that concern your community. For example, if weapons are the greatest threat to public safety in your community, put the letter "f" in rank number one.

Rank:	Major Public Safety Issues:
1. <u>3</u>	a. Violent crimes against persons
2. <u>2</u>	b. Property crimes
3. <u>7</u>	c. Motor vehicle thefts
4. <u>6</u>	d. Vandalism
5. <u>9</u>	e. Gangs
6. <u>8</u>	f. Weapons
7. <u>11</u>	g. Prostitution
8. <u>1</u>	h. Drug crimes
9. <u>5</u>	i. Domestic violence
10. <u>4</u>	j. Alcohol related crime, including DWI
11. <u>12</u>	k. Disorderly conduct
12. <u>10</u>	l. Traffic violations
13. <u>13</u>	m. Agricultural crimes
14. <u>14</u>	n. Wildlife crimes
15. <u>15</u>	o. Hate crimes
16. <u>-</u>	p. Other (specify) _____

Community policing is a way of providing policing services that emphasizes *community partnerships, crime prevention, and problem solving*. While all law enforcement agencies hope to respond and react to crime, community policing adds a focus on working to prevent crimes before they occur. By working with members of the community to identify and solve problem situations, community policing can be a tool to reduce crime and improve the quality of life of citizens.

The information in the questions below will provide the COPS Office with basic knowledge about your current community policing efforts, and how you will use your new position (s) to further the implementation of community policing.

You are not expected to engage in all of the activities listed below. They are examples of the community policing efforts of other law enforcement agencies. If you have a written document that serves as your community policing plan, please attach it at the end of this form.

Overall Approach:

2. Please indicate which of the following are part of your overall approach to community policing, and which you hope to implement under your UNIVERSAL HIRING grant:

a) Crime Prevention Efforts:

Have Implemented	Plan to Implement	
<input type="checkbox"/>	<input type="checkbox"/>	a. Youth programs (e.g., in-school, after school, weekend police/youth programs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. Anti-drug programs
<input type="checkbox"/>	<input type="checkbox"/>	c. Regular meetings with community groups to discuss crime
<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. Anti-violence programs
<input type="checkbox"/>	<input type="checkbox"/>	e. Other (specify) _____

b) Problem-Solving Activities:

Have Implemented	Plan to Implement	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Identifying crime problems with members of the community and other government agencies (e.g., prosecutor and courts, social services, probation office)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. Identifying crime problems by looking at crime trends (e.g., keeping records of crimes and the types of requests for help)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. Preventing crime by focusing on conditions that lead to crime (e.g., abandoned buildings and cars, referrals to other civil agencies)
<input type="checkbox"/>	<input type="checkbox"/>	d. Other (specify) _____

c) Community Partnerships:

Have Implemented	Plan to Implement	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Writing a strategic plan for community policing
<input type="checkbox"/>	<input type="checkbox"/>	b. Locating office or stations within neighborhoods
<input type="checkbox"/>	<input type="checkbox"/>	c. Community policing training for officers
<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. Community policing training for citizens
<input type="checkbox"/>	<input type="checkbox"/>	e. Other (specify) _____

b) Problem-Solving Activities:

Currently Perform	Planned Under Grant	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Working with citizens to solve community crime problems
<input type="checkbox"/>	<input type="checkbox"/>	b. Using computer systems to collect and analyze information
<input type="checkbox"/>	<input type="checkbox"/>	c. Working with other public agencies to solve disorder problems (e.g., trash collection, public works agencies to solve lighting problems)
<input type="checkbox"/>	<input type="checkbox"/>	d. Other (specify) _____

6. Your COPS UNIVERSAL HIRING grant award creates one or more new officer position(s) in your law enforcement agency. You are required to either dedicate these new officers, or an equal number of current officers, to community policing. Briefly describe how you will use your new officer positions that are resulting from your COPS UNIVERSAL HIRING grant award to advance community policing. (Please type your answer: use additional blank sheets, if necessary)

Our office has no District Attorney Investigator. Therefore, it is exceptionally difficult to follow up on Police Reports from the Police Agencies even though they are extremely cooperative. We receive Police reports from several Police Departments in our jurisdiction, as well as the Sheriff and the Department of Public Safety. However, often further investigation is needed from the initial report and some coordination of those functions is essential as well as the appropriate preparation of cases for trial, serving subpoenas and numerous other functions the Investigator should and would perform.

7. How many hours of community policing training will officers hired under this program receive during:

a. Basic academy training	_____	
b. In-service training	_____	Some, but unknown at this time.
c. Other training (specify)	_____	

8. When will you hire these new officers?	Month / Year	_____ / _____	as soon as possible
When will their training begin and end?	Begin Month / Year	_____ / _____	
	End Month / Year	_____ / _____	
When will they be deployed?	Month / Year	_____ / _____	

Complete your Community Policing Information - Part I by signing and dating below. Both the law enforcement executive and the government executive must sign.

We, the undersigned, attest to the accuracy of the Community Policing Information submitted above.

Law Enforcement Executive:	Title: <u>Criminal District Attorney</u>	Name (typed): <u>Tim Cone</u>
	Date: <u>7/14/95</u>	Signature: <u>[Signature]</u>
Government Executive:	Title: _____	Name (typed): _____
<u>Same as Above</u>	Date: _____	Signature: _____
Person Completing Form:	Title: _____	Name (typed): _____
<u>Same as Above</u>	Date: _____	Signature: _____

Only the following applicants are required to continue with Part II:

- * Departments that serve a population of over 50,000 and have not previously applied for a COPS hiring grant
- * Jurisdictions that do not now have an established department and wish to establish one
- * Departments that serve a specialized jurisdiction, such as transit, housing, university, school or natural resource police


STOP!


STOP!



U.S. Department of Justice
Office of Community Oriented Policing Services

UNIVERSAL HIRING: Community Policing Information

Part II

Complete Part II of the Community Policing Information Form only if: you are a municipal, county, or state police department serving a population of over 50,000 and have not previously applied for a COPS hiring grant, or; if your jurisdiction does not now have an established department and wishes to establish one, or; if your department serves a specialized jurisdiction, such as transit, housing, university, school or natural resource police.

1. List any fiscal, budgetary or other limitations on your department's ability to address the public safety needs listed in Question 1, Part 1 of the Community Policing Information Form, without federal assistance. (Use additional blank sheets if necessary):

Fiscal Limitations: We are limited in the sense that our entire budget is from the County, which is approximately \$125,000.00 per year and the State funds which we receive of \$27,650.00 plus whatever we can make by use of the statutorily authorized hot check fee
 Budgetary Limitations: and out of those funds we must not only buy the appropriate equipment and supplies necessary to run the office but the staff currently consists of four clerical personnel, the Assistant District Attorney and the Criminal District Attorney and there is no investigative function in the office. It is badly needed. Also, by way of comparison, the office was staffed in 1984 by 3 clerical workers, a Criminal District Attorney and two Assistant District Attorneys and the workload has increased tremendously since that time.

2. What is the average percentage change in your force strength over the past three years?: _____

Has your average strength increased? Yes No

If yes, do you intend to maintain the same average annual increase over the next years (excluding officers funded under this COPS grant)? Yes No

If you have answered No, please explain.

We just need an investigator.

3. Does your agency currently have a long term community policing plan? Yes No

If yes, describe the plan, your agency's community policing philosophy, how it reflects consultation with community groups and appropriate private and public agencies, and your expectations for its continuation and expansion in the future. Explain how this grant will be utilized to reorient the agency's mission toward community oriented policing or enhance its involvement or commitment to community oriented policing. (Attach typewritten explanations or supplementary descriptions if necessary.)

The plan for the use of the investigator would involve this entire rural community. The Investigator would perform an educational function as well as a coordination- liason function between all of the police agencies and the District Attorney's office whose responsibility it is to prosecute the cases that are investigated by the Police Agencies.

3. How does your community policing plan fit with other state-wide and local crime prevention and control plans, including any state-wide Byrne Grant strategy?

Coordinated Fully

Partially Coordinated

- a) State-wide Byrne Grant strategy
- b) Other State-wide strategies
- c) Local crime prevention plans
- d) Local crime control plans

4. Briefly list other governmental or community initiatives which complement or will be coordinated with your plans under this grant:

The investigator will act as a liason and a follow-up investigator on the initial investigation by the police agencies and for preparation of the cases for trial.

5. Indicate current and anticipated ongoing community support for your community policing plans, such as financial support or in-kind contributions.

Current

Anticipated

- a) Programmatic support from the community
- b) Financial support from the community
- c) Other community support (specify): _____
- d) Sought or obtained private financial support

6. Indicate how you plan to make a good faith effort to retain the new officers following the end of federal grant support:

a) Have you planned to assume a progressively larger share of an officer's salary and fringe benefits each year over the next three years, leading to full-time retention of the officers at the conclusion of the grant?

Yes No

b) Do you have assurance from your local government that these officers will be retained?

Yes No

If you have answered Yes, attach any written letters or other assurances to this application.

If you have answered No, explain how you intend to retain the officers. (Attach additional blank sheets if necessary.) We are hopeful that the investigator will prove him or herself so essential that the decision makers at the county level will see that it is absolutely essential that we retain such an investigator.

7. Indicate the impact that increasing the number of officers will have on other criminal justice agencies in your jurisdiction:

No Impact	Minimal Impact	Major Impact	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	a) Prosecutor's office
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Public defender's office
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c) Local and state correctional agencies
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d) Other public criminal justice agencies
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Other private criminal justice agencies

If you anticipate any major impact on any of these agencies, please briefly describe that impact below:

The major impact that the investigator would have is that it would allow us, as well as police agencies that we deal with, to do a much much better and more thorough job.

****You may attach typewritten explanations or supplemental descriptions if necessary.****

Complete your Community Policing Information - Part II by signing and dating below. Both the law enforcement executive (if your jurisdiction has an established department) and the government executive must sign.

We, the undersigned, attest to the accuracy of the Community Policing Information submitted above.

Law Enforcement Executive: Title: Criminal District Attorney Name (typed): Tim Cone
 Date: 7/14/95 Signature: [Signature]

Government Executive: Title: _____ Name (typed): _____
 Date: _____ Signature: _____

Person Completing Form: Title: _____ Name (typed): _____
 Date: _____ Signature: _____



U. S. Department of Justice
Office of Community Oriented Policing Services

UNIVERSAL HIRING: BUDGET INFORMATION
Form "A" - Requesting Five or Fewer Officers

This worksheet below will assist you in properly organizing and estimating your costs and providing the necessary details for financial review. Complete one worksheet for each officer you plan to hire, up to a maximum of five. If you are requesting more than five officers, use the Budget Information - Form "B" - Requesting More Than Five Officers.

The budget information you provide will be used to calculate your grant amount. Assistance in completing this information is available from the Department of Justice Response Center at 1-800-421-6770, or by writing the COPS Office, 1100 Vermont Ave., NW, Washington, DC 20530.

<p style="text-align: center;">1. OFFICERS TO BE HIRED</p> <p>This worksheet describes the cost for [check one of the following]:</p> <p><input type="checkbox"/> One new entry level officer <u>X</u> Full Time ___ Part Time</p> <p><input type="checkbox"/> One rehired former officer ___ Full Time ___ Part Time</p> <p><input type="checkbox"/> One lateral transfer from other police agency ___ Full Time ___ Part Time</p> <p>The average number of hours per week the part time officer will work is _____</p>	<p style="text-align: center;">3. COST PER OFFICER - YEAR 2</p> <p>Year 2 Annual Base Salary \$ <u>25,000.00</u> (d)</p> <p>Year 2 Fringe Benefits</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>FICA/Social Security</td><td style="text-align: right;">\$ <u>2,211.67</u></td></tr> <tr><td>Health Insurance</td><td style="text-align: right;">\$ <u>5,028.95</u></td></tr> <tr><td>Life Insurance</td><td style="text-align: right;">\$ <u>195.81</u></td></tr> <tr><td>Vacation</td><td style="text-align: right;">\$ <u>1,153.92</u></td></tr> <tr><td>Sick Leave</td><td style="text-align: right;">\$ <u>865.44</u></td></tr> <tr><td>Retirement</td><td style="text-align: right;">\$ <u>2,613.53</u></td></tr> <tr><td>Workmen's Comp.</td><td style="text-align: right;">\$ <u>2,674.24</u></td></tr> <tr><td>Unemployment Ins.</td><td style="text-align: right;">\$ <u>138.78</u></td></tr> <tr><td>Other*</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>Total Fringe Benefits</td><td style="text-align: right;">\$ <u>14,882.31</u> (e)</td></tr> </table> <p>Total Year 2 Salary and Benefits** \$ <u>39,882.31</u> (f) (d+ e)</p>	FICA/Social Security	\$ <u>2,211.67</u>	Health Insurance	\$ <u>5,028.95</u>	Life Insurance	\$ <u>195.81</u>	Vacation	\$ <u>1,153.92</u>	Sick Leave	\$ <u>865.44</u>	Retirement	\$ <u>2,613.53</u>	Workmen's Comp.	\$ <u>2,674.24</u>	Unemployment Ins.	\$ <u>138.78</u>	Other*	\$ _____	Total Fringe Benefits	\$ <u>14,882.31</u> (e)																		
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Other*	\$ _____																																						
Total Fringe Benefits	\$ <u>14,882.31</u> (e)																																						
<p style="text-align: center;">2. COST PER OFFICER - YEAR 1</p> <p>Current Annual Entry Level Base Salary \$ <u>25,000.00</u> (a)</p> <p>Annual Fringe Benefits:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>FICA/Social Security</td><td style="text-align: right;">\$ <u>2,066.98</u></td></tr> <tr><td>Health Insurance</td><td style="text-align: right;">\$ <u>4,699.92</u></td></tr> <tr><td>Life Insurance</td><td style="text-align: right;">\$ <u>183.00</u></td></tr> <tr><td>Vacation</td><td style="text-align: right;">\$ <u>1,153.92</u></td></tr> <tr><td>Sick Leave</td><td style="text-align: right;">\$ <u>865.44</u></td></tr> <tr><td>Retirement</td><td style="text-align: right;">\$ <u>2,442.55</u></td></tr> <tr><td>Workmen's Comp.</td><td style="text-align: right;">\$ <u>2,499.29</u></td></tr> <tr><td>Unemployment Ins.</td><td style="text-align: right;">\$ <u>129.70</u></td></tr> <tr><td>Other*</td><td style="text-align: right;">\$ _____</td></tr> </table> <p>Total Fringe Benefits \$ <u>14,040.80</u> (b)</p> <p>Total Year 1 Salary and Benefits \$ <u>39,040.80</u> (c) (a + b)</p>	FICA/Social Security	\$ <u>2,066.98</u>	Health Insurance	\$ <u>4,699.92</u>	Life Insurance	\$ <u>183.00</u>	Vacation	\$ <u>1,153.92</u>	Sick Leave	\$ <u>865.44</u>	Retirement	\$ <u>2,442.55</u>	Workmen's Comp.	\$ <u>2,499.29</u>	Unemployment Ins.	\$ <u>129.70</u>	Other*	\$ _____	<p style="text-align: center;">4. COST PER OFFICER - YEAR 3</p> <p>Year 3 Annual Base Salary \$ <u>25,000.00</u> (g)</p> <p>Year 3 Fringe Benefits</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td>FICA/Social Security</td><td style="text-align: right;">\$ <u>2,366.49</u></td></tr> <tr><td>Health Insurance</td><td style="text-align: right;">\$ <u>5,380.95</u></td></tr> <tr><td>Life Insurance</td><td style="text-align: right;">\$ <u>209.52</u></td></tr> <tr><td>Vacation</td><td style="text-align: right;">\$ <u>1,153.92</u></td></tr> <tr><td>Sick Leave</td><td style="text-align: right;">\$ <u>865.44</u></td></tr> <tr><td>Retirement</td><td style="text-align: right;">\$ <u>2,796.48</u></td></tr> <tr><td>Workmen's Comp.</td><td style="text-align: right;">\$ <u>2,861.44</u></td></tr> <tr><td>Unemployment Ins.</td><td style="text-align: right;">\$ <u>148.50</u></td></tr> <tr><td>Other*</td><td style="text-align: right;">\$ _____</td></tr> <tr><td>Total Fringe Benefits</td><td style="text-align: right;">\$ <u>15,782.74</u> (h)</td></tr> </table> <p>Total Year 3 Salary and Benefits** \$ <u>40,782.74</u> (i) (g + h)</p>	FICA/Social Security	\$ <u>2,366.49</u>	Health Insurance	\$ <u>5,380.95</u>	Life Insurance	\$ <u>209.52</u>	Vacation	\$ <u>1,153.92</u>	Sick Leave	\$ <u>865.44</u>	Retirement	\$ <u>2,796.48</u>	Workmen's Comp.	\$ <u>2,861.44</u>	Unemployment Ins.	\$ <u>148.50</u>	Other*	\$ _____	Total Fringe Benefits	\$ <u>15,782.74</u> (h)
FICA/Social Security	\$ <u>2,066.98</u>																																						
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Other*	\$ _____																																						
Total Fringe Benefits	\$ <u>15,782.74</u> (h)																																						

*Fringe benefits other than those listed must be specified in "Other." The costs of equipment, training, uniforms, vehicles and overtime are not permitted.
**If year 2 and/or year 3 totals are greater than year 1, please explain why (COLA, Step raises, etc.).

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length: Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be intalled a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways will be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) the surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the County Commissioners Court it may be considered necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspector.

APPROVED ON THIS _____ DAY OF _____, 19__

Charles E. [Signature]
COUNTY JUDGE

[Signature]
COMMISSIONER PCT. 1

[Signature]
COMMISSIONER PCT. 2

[Signature]
COMMISSIONER PCT. 3

[Signature]
COMMISSIONER PCT. 4

95 JUL 31 AM 2:34
UPS MAIL CENTER TX.
DEPUTY

FILED
REX A. SHAW
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Lasco, 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 exact route, direction and miles in tenths) _____
From Goose on Bob White to FM 726

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. 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 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.

[Signature]
First Party Signature
Box 1122
Street or Box
Gilmer
City, State and Zip Code
903-843-2457
Telephone
Timber Tract
7-28-95
Date Signed

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

Date Signed _____
BY _____
UPSHUR COUNTY, TX.
DEPUTY
FILED
REX A. SHAW
COUNTY CLERK
95 JUL 31 AM 2:34

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Armadillo, Cherokee Trace and Machen Lane

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 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.

Kath-Horn
First Party Signature

Box 1122
Street or Box

Gilmer, Tx.
City, State and Zip Code

903-843-2457
Telephone

7-28-95
Date Signed

Permit issued for a period not to exceed 90 days.

Chas. P. Steel
County Judge

James L. Linder
Commissioner

Jimmy Slatten
Commissioner

David Lloyd
Commissioner

Chas. H. P. ...
Commissioner

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 JUL 31 AM 2:34
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Lasco, 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 exact route, direction and miles in tenths) _____
East on Blue Bird to Hwy. 300 for 3/10 mile.

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. 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 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.

Kellan Hurt
First Party Signature
Box 1122
Street or Box
Gilmer, Tx.
City, State and Zip Code
903-843-2457
Telephone

Timber Tract
7-28-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles H. Hill
County Judge
Gaddis Ford
Commissioner 1
Jimmy Stahl
Commissioner 2
Daniel Loyd
Commissioner 3
Chas E. Taylor
Commissioner 4

Date Signed

FILED
REX A SHAW
COUNTY CLERK
95 JUL 31 AM 2:34
UPSHUR COUNTY, TX.
DEPUTY

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Bradley 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 exact route, direction and miles in tenths) _____
From Hwy. 300 on Bluebird for 6/10 mile

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 Timber 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 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.

[Signature]
First Party Signature

Rt. 1 Box 370
Street or Box

Avinger, Tx. 75640
City, State and Zip Code

903-755-2718
Telephone

Wilson
Timber Tract

7-26-95
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 JUL 31 AM 2:34
UPSHUR COUNTY, TX.
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

44 PG 463

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Panola Timber, 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)

From FM 1002 on Mole for 9/10 mile

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.

[Signature]
First Party Signature

Box 641

Street or Box

Carthage, Tx. 75633

City, State and Zip Code

903-693-3442

Telephone

Davidson

Timber Tract

7-26-95

Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 JUL 31 AM 2:34
UPSHUR COUNTY, TEX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Gayle Henson, 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) _____
From 2088 on Collie for 3 miles

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.

Gayle Henson
First Party Signature

Rt. 5 Box 51073
Street or Box

Winnsboro, Tx. 75494
City, State and Zip Code

903-365-7184
Telephone

Charlie Harrison
Timber Tract

7-24-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles H. Hill
County Judge

James L. Lundy
Commissioner 1

Johnny Stankley
Commissioner 2

David Royce
Commissioner 3

Charlie Harrison
Commissioner 4

Date Signed

FILED
REK A SHAW
COUNTY CLERK
95 JUL 31 AM 2:34
UPSHUR COUNTY, TX.
BY _____
DEPUTY

PUBLIC NECESSITY WORK RELEASE AND AUTHORIZATION

Be it known, that due to the public necessity of work being conducted by the authority of Upshur County Commissioner, Pct. 3, DAVID LOYD (name of Commissioner), I, ROBERT F BROWN (name of Landowner), do fully understand that the duly authorized agent(s) of said Upshur County Commissioner will enter on real property owned by me located at: SE CORNER OF WHITE OAK & CHERRY B for the period of time beginning until _____ and will be performing the following tasks: KNOCK DOWN TREES - SHAPE BANK

Be it further known that the public necessity of said work is fully authorized by me ROBERT F. BROWN, the owner of said property and I hereby release said Upshur County and any and all of her agents performing said tasks from any liability or damages caused in any way whatsoever resulting from said task performance.

Be it further known, that said work is a public necessity, and is more fully described as follows: GIVE 10' OF ROW FOR DRAINAGE PURPOSES.

Executed this the 20th day of July, 1995.

Robert F Brown
Landowner
Address: 1501 MEANDERING CREEK
LONGVIEW, TX. 75604
Phone No.: 903-759-6202

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID AFFIANT ON THE _____ day of _____, A.D. 19_____.

Chas H. Hill
Huddas Lindsey
Johnny Stanley
David Loyd
Chas H. Hill

Notary Public
My Commission expires: _____

Upshur County Commissioner Pct. _____
Address: _____
Phone No.: _____

FILED
95 JUL 31 4:23 PM '95
NOTARY PUBLIC
COMMISSION EXPIRES
BY _____
DEPUTY

SUBSCRIBED AND SWORN TO BEFORE ME BY SAID AFFIANT ON THE _____ day of _____, A.D. 19_____.

Notary Public
My Commission expires: _____

VOL 44 PG 466

Dwight A. Brannon
Attorney At Law
P. O. Box 670
Gilmer, Texas 75644

SELLER'S STATEMENT

DATE: _____ G. F. NO.: _____
SALE FROM: First National Bk Winnsboro TO: Upshur County, Texas

PROPERTY 53.129 ac. Charles Duncombe Survey, Upshur & Wood Counties

SALES PRICE \$ 26,564.00

REIMBURSEMENTS/CREDITS

Prorations:

Hazard Insurance _____ \$ _____
Flood Insurance _____ \$ _____
Maintenance Charge _____ \$ _____
Tax Proration from _____ to _____ \$ _____
Escrowed accounts with Lender purchased by Purchaser _____ \$ _____

TOTAL REIMBURSEMENTS/CREDITS \$ _____
GROSS AMOUNT DUE TO SELLER \$ 26,564.00

LESS: CHARGES AND DEDUCTIONS:

Down payment or earnest money _____ \$ _____
Commission to Rogillio Realty _____ \$ 1,593.84
Filing fees to County Clerk: WD from Jones _____ \$ 13.00
Loan Charges and Fees Due to _____ \$ _____

Fees to Upshur County Abstract _____ Title Company _____
Title Policy: Owner 696.00 Mortgagee _____ Binder _____
75% to Upshur County Escrow & 25% to D.A. Brannon Restrictions _____
\$ 696.00

Tax Certificates: State and County 10.00 _____
City and School 10.00 _____
Other Tax service & tax 5.85 _____ \$ 25.85

Survey fee to Tax Cert. Upshur Co. _____ \$ 10.00

Attorney's fees for preparation of papers to _____ \$ _____
Dwight A. Brannon, preparation of instruments & closing _____ \$ 210.00

Maintenance Charges _____ \$ _____

State and County taxes for _____ \$ _____

City and School taxes for _____ \$ _____

Note, Assumed or Paid _____ \$ _____

Interest from _____ to _____ \$ _____

Tax proration from 1-1-95 to 7-31-95 _____ \$ 268.88

Rent proration from _____ to _____ \$ _____

Pest inspection fee to _____ \$ _____

Note retained by Seller _____ \$ _____

TOTAL CHARGES AND DEDUCTIONS \$ 2,917.57
NET AMOUNT DUE BY/TO SELLER \$ 23,646.43

Seller understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement.

Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

The undersigned hereby authorizes Dwight A. Brannon to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

First National Bank of Winnsboro
by [Signature]
Fves.

CLOSING OR ESCROW AGENT _____ ADDRESS _____

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lienholder.

FILED
REX A. SHAW
COUNTY CLERK
95 JUL 31 AM 2:34

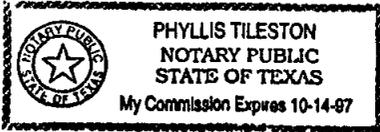
4. Affiant recognizes that but for the making of the hereinabove statements of fact relative to the hereinabove described property Alamo Title Insurance of Texas would not issue a title guaranty policy on said property and that such statements have been made as a material inducement for the issuance of such policy.

WITNESS my hand this 28th day of July, 19 95.

THE FIRST NATIONAL BANK OF WINNSBORO

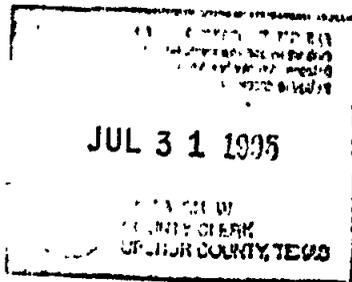
BY: Gordon Wilkinson
Gordon Wilkinson, President

SWORN TO AND SUBSCRIBED BEFORE ME, by the said Gordon Wilkinson, pres of First Nat'l Bk Winnsboro at Winnsboro, Tx, this the 28th day of July 19 95.



Phyllis Tileston
Notary Public in and for the State of Texas

VOL. 114 PG. 100



FILED
REX A. SHAW
COUNTY CLERK
95 JUL 31 PM 10:06
UPS COUNTY, TX.
BY: RR
DEPUTY

VOL 44 PG 470

WARRANTY DEED

005845

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS:

That The First National Bank of Winnsboro, of the county of Wood, State of Texas, for and in consideration of the sum of TWENTY SIX THOUSAND FIVE HUNDRED SIXTY FOUR AND NO/100 DOLLARS (\$26,564.00) to it in hand paid by the COUNTY OF UPSHUR, C/O its duly elected Commissioners' Court and County Judge, P. O. Box 790, Gilmer, Texas 75644 as follows: Cash in hand paid, the receipt of which is hereby acknowledged, have Granted, Sold and conveyed, and by these presents do Grant, Sell and Convey unto the said COUNTY OF UPSHUR, c/o its duly elected Commissioners' Court and County Judge of the County of Upshur, State of Texas, all that certain tract or parcel of land described as follows:

All that certain lot, tract or parcel of land situated in Wood and Upshur Counties, Texas and being part of the Charles Duncombe Survey, Abstract No. 178 in Wood County and abstract No. 144 in Upshur County and being all of a called 53.998 acre tract described in a deed from Nelda Fletcher and husband, Raymond Fletcher to David W. Jones and wife Betty Lou Jones as recorded in Volume 969, Page 474, Wood County Deed Records, and being all of a called 0.287 acre tract described in a deed from Kathleen Fouts to David W. Jones and wife Betty Lou Jones as recorded in Volume 465, page 440, Upshur County Deed Records, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said 53.998 acre tract for a corner, said point being the northeast corner of a called 19.67 acre tract described in a deed to Davidson as recorded in Volume 1110, page 324, W.C.D.R.;

THENCE S 89 deg 36' 37" E along a fence a distance of 542.54 feet to a 1/2 inch iron rod found at the northeast corner of said 53.998 acre tract for a corner;

THENCE S 00 deg 27' 08" E along the East line of said 53.988 acre tract a distance of 1612.65 feet to a 1/2 inch iron rod set at the north corner of said 0.287 acre tract for a corner;

THENCE S 13 deg 39' 03" E a distance of 161.32 feet to a 1/2 inch iron rod set at an angle point of said 0.287 acre tract for a corner;

THENCE S 00 deg 26' 59" W a distance of 239.65 feet to a 1/2 inch iron rod set at the southeast corner of said 0.287 acre tract for a corner;

THENCE N 89 deg 46' 22" E along a fence and along the north line of said 53.998 acre tract a distance of 73.47 feet to a 1/2 inch iron

rod found for a corner;

THENCE S 00 deg 00' 36" W a distance of 147.71 feet to a 1/2 inch iron rod found at an inside corner of said 53.998 acre tract for a corner;

THENCE East along the north line of said 53.998 acre tract a distance of 1980.16 feet to a 1/2 inch iron rod found at the most easterly northeast corner of said 53.998 acre tract for a corner;

THENCE S 00 deg 02' 35" W along a fence a distance of 881.04 feet to a 1 inch flat iron found on the north line of State Highway No. 154 at the Southeast corner of said 53.998 acre tract for a corner;

THENCE N 76 deg 12' 20" W along the north line of said highway a distance of 400.52 feet to a 1/2 inch iron rod set at the southeast corner of a called 1.00 acre tract described in a deed to Crone as recorded in Volume 37, page 15, U.C.D.R., for a corner;

THENCE N 12 deg 52' 24" E a distance of 208.70 feet to a 1/2 inch iron rod set at the northeast corner of said 1.00 acre tract for a corner;

THENCE N 77 deg 07' 36" W a distance of 208.59 feet to a 1/2 inch iron rod set at the northwest corner of said 1.00 acre tract for a corner;

THENCE S 12 deg 52' 24" W a distance of 211.75 feet to a 1/2 inch iron rod set on the north line of said highway at the southwest corner of said 1.00 acre tract for a corner;

THENCE N 77 deg 33' 33" W along the north line of said highway a distance of 1703.83 feet to a 1 inch flat iron found at the most southerly southwest corner of said 53.998 acre tract for a corner, said point being the southeast corner of a called 5.330 acre tract described in a deed to Smith as recorded in Volume 798, page 651, W.C.D.R.;

THENCE along the east line of said Smith tract and along a fence the following courses: N 12 deg 30' 37" E a distance of 282.17 feet, N 23 deg 41' 09" E a distance of 230.69 feet, and N 00 deg 37' 16" W a distance of 267.26 feet to a 1/2 inch iron rod found at an inside corner of said 53.998 acre tract for a corner;

THENCE N 82 deg 57' 43" W along a fence a distance of 507.71 feet to a 1/2 inch iron rod found at an inside corner of said 53.998 acre tract for a corner;

THENCE N 00 deg 18' 16" W along a fence a distance of 1718.93 feet to the point of Beginning and containing 53.129 acres of land.

This conveyance is made subject to all prior mineral and/or royalty reservations, restrictions and conveyances of record; all restrictions of record; all easements of record; and all easements which are apparent from visual inspection.

This conveyance is also made subject to the following:

1. Right of way to Upshur Rural Electric Cooperative Corporation from S. H. Fouts in instrument dated May 14, 1974, recorded in Vol. 361, page 819 of the Deed Records of Upshur County, Texas;
2. Right of way to Upshur Rural Electric Cooperative

Corporation from Nell F. Stringfellow in instrument dated June 12, 1974, recorded in Vol. 363, page 148 of the Deed Records of Upshur County, Texas;

3. Easement for right of way granted to John Frederick Jake by R. E. Jones in instrument dated March 14, 1975, recorded in Volume 697, page 555, Deed Records of Wood County, Texas;

4. Easement for right of way granted to D. W. Jones et ux by R. E. Jones et ux in instrument dated June 7, 1977, recorded in Volume 743, Page 95, Deed Records of Wood County, Texas;

5. Easement for right of way granted to R. E. Jones by George S. Lemon in instrument dated May 26, 1971, recorded in Volume 637, Page 192, Deed Records of Wood County, Texas;

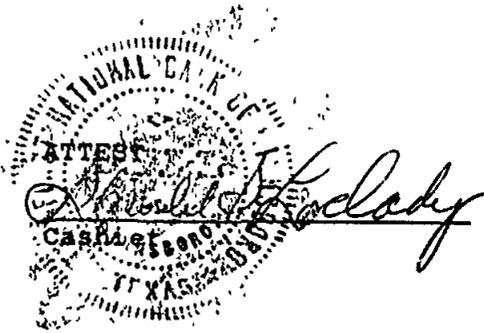
6. Easement for right of way granted to Kathleen Fouts by David W. Jones et ux in instrument dated April 20, 1985, recorded in Volume 465, Page 443, Deed Records of Upshur County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said COUNTY OF UPSHUR, its representatives, successors and assigns forever and it does hereby bind itself, its successors, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said COUNTY OF UPSHUR, its representatives, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS its hand at Winnsboro, Texas, this 28th day of July,
1995.

THE FIRST NATIONAL BANK
OF WINNSBORO, TEXAS

By: Gordon Wilkinson
Gordon Wilkinson, President



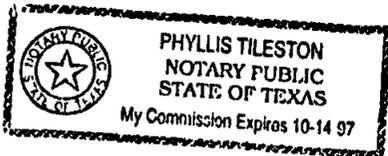
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THE STATE OF TEXAS §

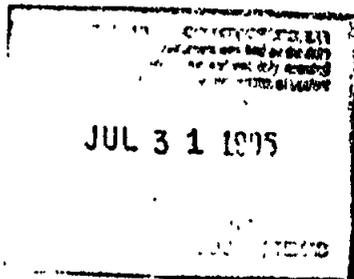
COUNTY OF WOOD §

This instrument was acknowledged before me on the 23rd day of July, 1995, by Gordon Wilkinson, President of The First National Bank of Winnsboro, Texas, a corporation, on behalf of said corporation.



Phyllis Tileston

Notary Public, State of Texas
My commission expires: _____



FILED
REX A. SHAW
COUNTY CLERK
95 JUL 31 PM 10:06
BY *[Signature]*
REPUTY
TX.