



UPSHUR COUNTY COMMISSIONERS COURT

**GILMER, TEXAS
COMMISSIONERS COURT
SPECIAL SESSION
11-27-95
9:00 AM**

1. Approve the minutes of the meeting held on 11-13-95.
2. Approve the payment of the bills now due.
3. Approve payroll changes.
4. Hear Sheriff Cross concerning publications for sex abuse offenders.
5. Appoint Sharon Reynolds to the Child Protective Board.
6. Consider request by Betty Slocum for help with the Yule Fest.
7. Approve the financial statement.
8. Approve the holidays for 1996.
9. Accept a plat in Pct. 2 for recording purposes only and start the 2 year period to accept into the lateral road system after the road is built to specifications.
10. Place in the court minutes the CJD Grant.
11. Approve the County Clerk attending a meeting in Austin.
12. Consider a resolution to submit an urgent need application for Glenwood Water Supply.
13. Approve permit applications for use of Upshur County right of way.
14. Hear persons not on the agenda but take no action.
15. Consider items to be placed in Court Minutes for recording only.

Charles L. Still
County Judge

FILED
 REX A. SHAW
 COUNTY CLERK
 11-27-95
 1:21 PM
 UPSHUR COUNTY, TX
 12/1/95

UPSHUR COUNTY COMMISSIONER'S COURT
11-27-1995

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

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 11-22-1995. MOTION CARRIED.
2. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF BILLS NOW DUE. MOTION CARRIED. COPY ATTACHED.
3. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE PAYROLL CHANGE FOR EARL BUCH DUE TO INTRODUCTORY PERIOD ENDING. MOTION CARRIED. COPY ATTACHED.
4. MOTION BY GADDIS LINDSEY SECONDED BY LEMMY HIGGINS TO APPROVE SHERIFF'S OFFICE PURCHASING NOTICES FOR SIX MONTHS OF FINERS. MOTION CARRIED.
5. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE SHARON REYNOLDS BEING APPOINTED TO CHILD PROTECTIVE BOARD. MOTION CARRIED.
6. MOTION BY GADDIS LINDSEY SECONDED BY LEMMY HIGGINS TO TAKE ANY ACTION ON REQUEST BY TERRY CLOVER FOR LONGS TOXIC WASTE TEST UP TO 11-30-1995. MOTION CARRIED.
7. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE FINANCIAL STATEMENTS FOR MONTH ENDING OCTOBER 31, 1995. MOTION CARRIED. COPY ON FILE IN COUNTY CLERK'S OFFICE.
8. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE LIST OF HOLIDAYS FOR 1996. MOTION CARRIED. COPY OF LIST ATTACHED.
9. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ACCEPT A DEED IN P.L. 82 FOR RECORDING PURPOSES BECAUSE TO START THE 2 YEAR PERIOD TO ACCEPT INTO THE FUTURE ROAD SYSTEM AFTER THE ROAD IS BUILT TO THESE LOCATIONS. MOTION CARRIED. COPY OF DEED ATTACHED.
10. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE FILING INTO COURT MINUTES RE CRIMINAL JUSTICE COURT ORDER 75 FOR 02109. MOTION CARRIED. COPY ATTACHED.
11. MOTION BY GADDIS LINDSEY SECONDED BY DAVID FORD TO APPROVE COUNTY CLERK ATTENDING A MEETING IN OCEAN. MOTION CARRIED.

12. MOTION BY GADDIS LINDSEY SECONDED BY LENNEY THOMPSON TO APPROVE RESOLUTION TO SUBMIT AN URGENT NEED APPLICATION FOR GREENWOOD WATER SUPPLY. MOTION CARRIED. COPIES ATTACHED.

13. MOTION BY DAVID LOYD SECONDED BY LENNEY THOMPSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS, APPLICATIONS FOR FILING ABANDONED WELLS, AND/OR PUBLIC NECESSITY WORK RELEASE AND AUTHORIZATION TERMS:

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY TEXAS LAND & TIMBER CO. TO HAUL LOGS ON LEMON AND GRANITE ROADS.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY GAYLE THOMPSON TO HAUL LOGS ON CAMEL AND BESON ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY HULLER BROTHERS TO HAUL LOGS ON NORTH AND SOUTH GARDENIA.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY UARD FERRER CO. TO HAUL LOGS ON COTTONWOOD ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY STEVE HADGISTON FILING TO HAUL LOGS ON LEEON TO GREEN TO RED CEDAR.

PERMIT APPLICATION SUBMITTED BY ARDINO PRODUCTION TO PLACE A ROAD TIRE IN ROW OF LEEQUIN ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY GUYER FOOD COMPANY TO HAUL LOGS ON RED CEDAR AND TO D BALLE ROAD.

PERMIT APPLICATION SUBMITTED BY DEE HOGS FILING TO CORROBORATION TO PLACE A PIPELINE IN ROW OF MARLIN ROAD.

PERMIT APPLICATION SUBMITTED BY DOUG COX TO PLACE A CURB VENT IN ROW OF LEEQUIN ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY BRADY ADISON & CO. TO HAUL LOGS ON MIDEIN ROAD.

APPLICATION FOR FILING ABANDONED WELL SUBMITTED BY BRADY LINDSEY. WELL IS LOCATED ON F.M. 1649.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY BRIDGEMAN FILING TO HAUL LOGS ON GREAT DANL.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY T & T LOGGING TO HAUL LOGS ON N. GARDENIA ROAD.

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

NOTIFICATION FROM TEXAS DEPARTMENT OF TRANSPORTATION CONCERNING LIST OF COMPANIES THAT INTEND TO OPERATE VEHICLE IN BUSINESS COURSE PLACED INTO MINUTES.

14. NO ACTION TAKEN ON AGENDA ITEM #14 CONCERNING PERSONNEL ON THE AGENDA BUT TAKE NO ACTION.

15. ATTENDANCE SHEET AND COPY OF CHECK FROM PROFFESIONAL LAND TITLE PLACED INTO MINUTES FOR A MATTER OF RECORD ONLY.

MOTION BY DAVID LOYD SECONDED BY LENNY THOMPSON TO ADJOURN. MOTION CARRIED.

Charles F. Still

JUDGE CHARLES F. STILL

Gaddis Lurdsey

COMPTROLLER GADDIS LURDSEY

Sonny Stanley

COMPTROLLER SONNY STANLEY

David J. Royd

COMPTROLLER DAVID J. ROYD

Ch. L. Thompson

COMPTROLLER CH. L. THOMPSON

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 NOV 1995

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 11/27/95 thru 11/29/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
51807-AP	11/27/95	ACCU-CHEM LABORATORIES	\$156 00	\$23 00 \$17 50 \$29 00 \$11 50 \$75 00	CCP-PROFILES;10/19/95 CCP-PROFILES;10/23/95 CCP-RPOFILES;10/24-25/95 CCP-RPOFILES;10/27/95 CCP-RPOFILES;11/01&03/95
51808-AP	11/27/95	AMERICAN INFORMATION SYSTEMS	\$1,628 71	\$1,628 71	ELECTIONS-OKIDATA 321-PRINTERS (2); ELECTIONS-OKIDATA 321 PRINTERS (2); SHIPPING; SHIPPING
51809-AP	11/27/95	ARAMARK UNIFORM SERVICES, IN	\$133 84	\$33 46 \$33 46 \$33 46 \$33 46	PCT#3-CUST#5963001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE PCT#3-CUST#5963001/UNIFORM SERVICE
51810-AP	11/27/95	AT & T INFORMATION SYSTEMS	\$5 46	\$5 46	SUP-ACCT#7320724763001/OCT 28 '95-BILLING
51811-AP	11/27/95	BAKER'S CLEANERS	\$8 00	\$8 00	CD S-SEW DN PATCHES
51812-AP	11/27/95	BARRY WALLACE, ATTY	\$500 00	\$250 00 \$250 00	D. CT-CAUSE#11,363 BOBBY DEAN COKER D. CT-CAUSE#11,513 DOUGLAS LEE JORDAN
51813-AP	11/27/95	BLAZER RESOURCES, INC.	\$25,900 00	\$5,250 00 \$12,075 00 \$6,387 50 \$2,187 50	PCT#2-300 BBLs @ 17 50/BBL ROAD OIL PCT#3-290 & 400 BBLs@17 50/BBL ROAD OIL, BALSOM, CRABAPPLE, CHINABERRY-RDS PCT#4-365 BBLs@17 50/BBL ROAD OIL PCT#2-125 BBLs@17 50/BBL ROAD OIL
51814-AP	11/27/95	BOB BARKER CO, INC	\$204 81	\$168 05 \$36 76	CD JAIL-QUICK SHAVE(10CS) CD JAIL-QUICK SHAVE(2CS)
51815-AP	11/27/95	BOBBY DRIGGERS	\$9 45	\$9 45	PCT#3-REIMBURSE/CALLS
51816-AP	11/27/95	BOGEL SALES INC.	\$399 50	\$399 50	I. C -COPY PAPER(10 CASES)
51817-AP	11/27/95	CHEVRON U.S A INC	\$184 23	\$184 23	CD S-ACCT#789-878-984-2/GASOLINE
51818-AP	11/27/95	CLAITOR'S LAW BOOKS	\$32 75	\$32 75	CD. LIB-US GOV'T MANUEL
51819-AP	11/27/95	COMPLETE BUSINESS	\$321 71	\$40 46 \$35 19 \$38 18 \$36 50 \$20 00 \$31 98 \$3 50	SUP-RICOH F4415/MAINT 11/2/95 CO S-CUST#LN0461/RICOH F4418(2626 COPIES-10/01/95 TO 11/01/95) CO JAIL-CUST#LN0461/COPY CONTRACT(2828 COPIES-10/01/95 TO 11/01/95) CO LIB-CUST#LN0461/COPY COUNT CONTRACT(2704 COPIES-11/01/95 TO 12/01/95) CO. TREAS-CUST#LN0461/MIN PER COPY CHG PER MO. (10/01/95-11/01/95) SUP-RICOH F4415; MAINT 11/6/95 D. CLERK-CUST#LN0461/RICOH TONER

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 11/27/95 thru 11/29/95

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$115.90	JP#4-CUST#LNO4617/SERVICE PARTS & LABOR
51820-AP	11/27/95	CREATIVE HOME DECORATING	\$5.90	\$5.90	CO EXT-ACCT#57-15-70310594/PACKET#21
51821-AP	11/27/95	DIAMOND SHAMROCK	\$15.88	\$15.88	CO S-ACCT#770 057 75/GASOLINE
51822-AP	11/27/95	DONA FLIPPO	\$50.14	\$50.14	CO AUD-REIMBURSE/130mi@.29#; MEAL(NEW BOSTON TAC WORKSHOP)
51823-AP	11/27/95	BWIGHT A BRANNON	\$2,750.00	\$290.00 \$2,500.00	D CT-CAUSE#10,781 STEVEN TACKETT D CT-CAUSE#11,520 GENE E. CARTER
51824-AP	11/27/95	EAST TEXAS RADIOLOGY CONSULT	\$30.00	\$30.00	CO JAIL-ACCT#49886/CALVIN JOHNSTON(KNEE, AP & LAT-S&I)
51825-AP	11/27/95	EDGE OFFICE PRODUCTS	\$117.21	\$117.21	I C -FAX PAPER, FILE FOLDERS, OKIDATA ML393 RIBBONS
51826-AP	11/27/95	ELWELL'S OIL & LUBE	\$17.00	\$17.00	CO S-CAPRICE/OIL/FILTER/LABOR
51827-AP	11/27/95	EMMA SMITH	\$4.49	\$4.49	CO LIB-REIMBURSE/MEAL@NETLS WORKSHOP
51828-AP	11/27/95	FACTS ON FILE	\$595.00	\$595.00	CO LIB-LIBRARY MATERIALS
51829-AP	11/27/95	FELISHA M. WILSON	\$33.94	\$33.94	CO LIB-REIMBURSE/92mi@.29#; MEAL@TYLER MEETING
51830-AP	11/27/95	FLOWERS THRIFT STORE	\$78.00	\$78.00	CG JAIL-(200)LOAVES OF BREAD
51831-AP	11/27/95	GENERAL TELEPHONE COMPANY	\$297.96	\$297.96	SUP-#L00-3457/NOV 7'95 BILLING
51832-AP	11/27/95	GILMER CABLE TV CO., INC.	\$245.00	\$245.00	NON DEPT-ACCT#15446/NOV'95 RADIO MAINT.
51833-AP	11/27/95	GILMER DRUG COMPANY	\$90.27	\$16.45 \$36.93 \$36.89	CO JAIL-IBUPROFIN CO JAIL-GERALD BRIDGER/PRESCRIPTION CO JAIL-JERRY CAHILL/PRESCRIPTIONS
51834-AP	11/27/95	GILMER OFFICE CENTER	\$6.57	\$4.90 \$1.67	D JUDGE-WALL CALENDAR CCP-(1)CLIPBOARD
51835-AP	11/27/95	GILMER PRIMARY CARE-RHC	\$154.00	\$77.00 \$77.00	CO JAIL-EMP PHYSICAL/V FATHERREE 10/21/95 CO JAIL-EMP PHYSICAL/B. MONTS 10/24/95
51836-AP	11/27/95	GOVERNMENT RECORDS SERVICES	\$3,986.09	\$3,986.09	C. CLK-CUST#309 MICRO FILMING & INDEXING 10/95
51837-AP	11/27/95	GREGG CO JUVENILE PROBATION	\$300.00	\$300.00	ISP-OCT'95 DETENTION
51838-AP	11/27/95	H&D TIRE & AUTOMOTIVE	\$3,012.23	\$2.96 \$7.81 \$2.77	CO BLDG-DRILL BIT, SCREWS PCT#4-SCREWDRIVER, PLYERS CO BLDG-RING FOR FAUCET, CONCRETE REPAIR

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Approved Disbursements

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				\$11.11	PCT#3-COIL
				\$11.95	PCT#1-BRAKE FLUID
				\$23.38	CO. BLDG-WATER VALVE
				\$8.19	PCT#1-BRUSH SET
				\$12.66	PCT#2-"V" BELT, BOLTS
				\$20.64	CO BLDG-BIT HOLDER, BIT SET, CIRCUIT TESTER, KEY
				\$10.01	PCT#3-BRASS FITTINGS
				\$0.39	PCT#3-BRASS FITTINGS, RAZOR SCRAPER, BRASS FITTING
				\$8.22	PCT#3-EAR PLUGS, LIGHT BULBS
				\$41.13	PCT#4-TAPE MEASURE, HAMMER, LENS, ANTIFREEZE TESTER
				\$1.00	PCT#3-BOLTS(2)
				\$3.03	PCT#2-PLUG, BUSHING
				\$1.40	CO BLDG-KEYS
				\$2.98	J CTR-PAINT THINNER, PAINT BRUSH
				\$8.00	CO S-LABOR
				\$9.97	J-CTR-PAINT-BRUSH; MASKING TAPE
				\$5.90	CO. BLDG-BRUSHES
				\$17.76	PCT#1-CABLE CLAMP; CABLE
				\$178.62	PCT#1, 2, 3 & 4-TIRE, TUBE & RECYCLE FEE, PCT#1, 2, 3 & 4-TIRE, TUBE & RECYCLE FEE, PCT#1, 2, 3 & 4-TIRE, TUBE & RECYCLE FEE, PCT#1, 2, 3 & 4-TIRE, TUBE & RECYCLE FEE
				\$2.80	J. CTR-MASKING TAPE
				\$94.69	PCT#3-TRAILER COUPLER, CLOVES, TRAILER BALL
				\$32.03	PCT#1-WHEEL HONE, WHEEL HDWE, TUBE, SPRAY PAINT, BRAKE PADS
				\$23.57	PCT#3-CLIPS, SHARPENER, HAMMER, NAILS
				\$46.20	PCT#1-HEATER HOSE; HOSE "T'S", HOSE FITTINGS
				\$283.70	PCT#1-TIRES, RECYCLE FEE, TUBE
				\$286.92	PCT#2-TIRES (2); RECYCLE FEE, TUBES (2)
				\$155.72	PCT#2-TIRES, RECYCLE FEE
				\$10.71	PCT#1-SPRAY BOTTLE, HAND CLEANER
				\$23.01	PCT#2-SOLONOID
				\$7.96	PCT#2-SPRAY PAINT
				\$319.23	PCT#1-RINGS, CLUTCH KIT, SOCKET, WRENCH SET, WRENCH
				\$91.29	PCT#3-BRAKE SHOES, SPRING KIT, BRAKE FLUID
				\$8.41	PCT#1-BATTERIES, BELT DRESSING
				\$5.00	CO S-LABOR
				\$3.72	PCT#2-BRASS FITTINGS
				\$87.07	PCT#1-MANIFOLD GASKET SET, STUDS, NUTS, SHOCKS, SCREWS, NUT DRIVER
				\$0.54	PCT#3-COTTER PIN & WOODRUFF KEY
				\$81.68	PCT#1-SHOCKS, U-JOINT
				\$81.57	PCT#1-ALTERNATOR, CORE CHARGE, FITTINGS, WIPE, SACRETE, CONNECTOR, QUIK-SPLICE
				\$5.48	PCT#1-HYDRAULIC ENDS, HYDRAULIC HOSE

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 11/27/95 thru 11/29/95

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$18 99	PCT#2-TIRE TOOL; TARP STRAPS; VALVE TOOL; TIRE VALVE
				\$254.61	PCT#1-TIRES; RECYCLE FEE
				\$31.00	PCT#1-EPOXY; TUBES
				\$84 87	PCT#1-TIRE; RECYCLE FEE
				\$19 05	PCT#3-BRAKE SHOES
				\$52 66	PCT#2-LIGHTS; HELMET HOLDER; PATCHES; GLUE
				\$41.07	PCT#1-SPARK PLUGS; PLUG WIRES; SOLVS-IT
				\$60 89	PCT#3-MASTER CYLINDER; CORE CHARGE; WIRE; HOOK-N-EYE; OIL
				\$19 99	PCT#3-BELTS, HYDRAULIC FITTINGS (2)
				\$6 32	PCT#3-BRASS FITTINGS (2)
				\$73 49	PCT#2-BATTERY; CORE CHARGE; SCREW DRIVER
				\$88 27	PCT#1-ALTERNATOR; CORE CHARGE
				\$167 50	CO BLDG-BITS (2); DRILL; ANCHORS
				\$22 93	PCT#3-HYDRAULIC FITTINGS (2); HYDRAULIC HOSE (2)
				\$119 07	PCT#1-FLOOR FLANGE (FOR MOUNTING LIGHTS); COUPLING; NIPPLE & LOCKNUT; BULB (2); WIRE; PLUG; ADHESIVE; LIGHTS; CORD WHEEL; EXTENSION CORD; BRAKE CLEAN
				\$32 00CR	PCT#3-REFUND ON MASTER CYLINDER; WATER PUMP
				\$57 61CR	PCT#1-REFUND ON ALTERNATOR; CORE
51839-AP	11/27/95	HERBERT L. YOUNG	\$7,058 58	\$1,362 18	PCT#3-(2190)gals. DIESEL FUEL
				\$47 50	PCT#1-NOZZLE
				\$1,937 22	PCT#2-1320GAL/GAS@ 912; 1223GAL/DIESEL@ 613/GAL
				\$24 60	PCT#2-HYD TRACTOR FLUID
				\$1,502 45	PCT#4-410/GAS@ 912/GAL; 1835/DIESEL@ 613/GAL
				\$2,085 72	PCT#1-1835GAL/GAS@ 889; 710GAL/DIESEL@ 64
				\$78 91	PCT#2-105 2GAL/GAS@ 75/GAL
51840-AP	11/27/95	INDUSTRIAL STEEL	\$140 00	\$140.00	PCT#3-CUST#5200/EXPANDED METAL 4'X9' (2)
51841-AP	11/27/95	IRVIN TIRE COMPANY	\$319.20	\$16.00	CO S-UNIT#17/STEM; MT BALANCE
				\$51.84	CO S-UNIT#17/TIRE
				\$44 00	CO S-UNIT#12/STEMS; MT. DISMT. BALANCE 4 TIRES
				\$207 36	CO S-UNIT#12/TIRES(4)
51842-AP	11/27/95	J. T. ABRON	\$264.00	\$264 00	PCT#2-(44)LOADS SAND@ \$6.00per load
51843-AP	11/27/95	JAN WILLIAMS	\$11.86	\$4 60	CO LIB-REIMBURSE/MEAL@NETLS WORKSHOP
				\$7 26	CO LIB-REIMBURSE/MEAL@TYLER MEETING
51844-AP	11/27/95	JEFFERSON JIMPLECUTE	\$51 57	\$42 11	SUP-(1000)#10 REG ENVELOPES
				\$9 46	SUP-(1)R PAPER, INDEX TABS
51845-AP	11/27/95	JOE'S RESTAURANT EQUIPMENT	\$220 00	\$55.00	PCT#1-OCT/95 ICE MACHINE RENT

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Approved Disbursements
ALL-Checking-Accounts

THE SOFTWARE GROUP, INC

Disbursements Made From 11/27/95 thru 11/29/95

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$55.00	PCT#4-OCT'95 ICE MACHINE RENT
				\$55.00	PCT#1-NOV'95 ICE MACHINE RENT
				\$55.00	PCT#4-NOV'95 ICE MACHINE RENT
51846-AP	11/27/95	JOYCE MORRISON	\$62.16	\$26.68	CI LIB-REIMBURSE/92mi@ 29ea, MEAL@TYLER MEETING
				\$35.48	CO-LIB-REIMBURSE/102mi@ 29ea, MEAL@EMORY WORKSHOP
51847-AP	11/27/95	KARMEN STEELMAN	\$12.64	\$12.64	COMPUTER-REIMBURSE/43.6mi@ 29ea(PC FOR M. BRUNSON)
51848-AP	11/27/95	KEEBLER READY-CRUST	\$12.00	\$12.00	CO-EXT-VIDEO
51849-AP	11/27/95	KILGORE COLLEGE	\$450.00	\$450.00	DA%COMPUTER-DEC. 7&8'95 WORD PERFECT TRAINING
51850-AP	11/27/95	LAUREN PARISH	\$311.18	\$311.18	NOVEMBER '95 JUVENILE PROBATION BOARD
51851-AP	11/27/95	LAWYERS COOPERATIVE PUBLISHI	\$47.95	\$47.95	LAW LIB-ACCT#918116-83031(CREDIT TAKEN TWICE)
51852-AP	11/27/95	LINDA BRAGG	\$680.00	\$680.00	D. CT-COURT REPORTING; 11/6, 8, 9, 10/95
51853-AP	11/27/95	LINDA CARROLL, CSR/RPR	\$50.00	\$50.00	CO CT-APPEARANCE 11/7/95 FOR CT REPORTING
51854-AP	11/27/95	LISA VINES	\$35.41	\$35.41	PEER-REIMBURSE/100mi@ 28ea@PHONE 10/95
51855-AP	11/27/95	LONGVIEW SPRING & BRAKE CO	\$10.80	\$10.80	PCT#1-CUST#10573/U-BOLTS(2)
51856-AP	11/27/95	MATTHEW BENDER & CO., INC	\$784.50	\$784.50	DA-CUST#84056000/712TEXAS CRIMINAL PRACTICE GUIDE
51857-AP	11/27/95	MEDIA SOURCE	\$238.54	\$238.54	CO. LIB-CUST#5-05430032/15 BOOKS
51858-AP	11/27/95	MELINDA SMITH	\$74.48	\$74.48	JUV PPOB-REIMBURSE/266mi@ 28ea 10/95
51859-AP	11/27/95	MICHAEL MARTIN, ATTY	\$1,250.00	\$250.00	D CT-CAUSE#10,515 JAMES EUBANK
				\$250.00	D CT-CAUSE#10,171 WILLIAM M TALLEY
				\$250.00	D CT-CAUSE#10,766 LEUNA KELLY
				\$250.00	D. CT-CAUSE#11,053 SHAUN D WEEKS
				\$250.00	D CT-CAUSE#11,407 DANIEL LOOMIS
51860-AP	11/27/95	MOBILE AUTO GLASS INSTALLING	\$205.00	\$205.00	PCT#2-FLYX GLASS, LABOR(GRADE-ALL)
51861-AP	11/27/95	MOORE MEDICAL CORP.	\$81.65	\$81.65	CO. JAIL-CUST#1425997/LAXATIVE PILLS, ANTIBIOTIC, TYLENOL TABS
51862-AP	11/27/95	MOTHER FRANCES HOSPITAL	\$611.52	\$611.52	IND-GARY LAFON/
51863-AP	11/27/95	NANCY THOMPSON	\$2.47	\$2.47	CO LIB-REIMBURSE/MEAL&EMORY WORKSHOP

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 11/27/95 thru 11/29/95

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Check #.	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
51865-AP	11/27/95	PATRICIA HARRISON	\$270.00	\$180.00 \$90.00	CO CT-COURT REPORTING 11/08/95 CO. CT-COURT REPORTING 11/9/95
51866-AP	11/27/95	PATTERSON PLUMBING	\$134.88	\$21.00 \$113.88	CO BLDGS-2LGS THRIFT CO BLDGS-FAUCET, LABOR
51867-AP	11/27/95	RONNIE MITCHELL	\$259.68	\$259.68	JUV PROB-REIMBURSE/356miE. 28va; MEALS 10/95
51868-AP	11/27/95	SALEM PRESS, INC.	\$328.00	\$328.00	CO LIB-CUST#LTX352/GREAT EVENTS II
51869-AP	11/27/95	SCARLETT STINNETT	\$20.76	\$20.76	D CLK-REIMBURSE/52a; 29ea; MEAL (SEMINAR)
51870-AP	11/27/95	SOLUTIONS 2000, INC.	\$85.00	\$85.00	SUP-D FOWLER/WORKSHOP 10/17-19/95
51871-AP	11/27/95	SOUTHWESTERN BELL TELEPHONE	\$3.30	\$3.30	D CT-#106-2236/NOV. 1'95 BILLING
51872-AP	11/27/95	SOUTHWESTERN ELECTRIC POWER	\$3,782.79	\$376.12 \$71.82 \$39.81 \$2,218.61 \$253.86 \$528.54 \$183.93 \$90.20	BANK ANNEX-ACCT#025410695/NOV 13'95 BILLING MOTOR BANK-ACCT#025413695/NOV. 13'95 BILLING PORTER BLDG-ACCT#55685/NOV. 13'95 BILLING J CTR-ACCT#71686/NOV 13'95 BILLING ROCK BLDG-ACCT#40681/NOV 14'95 BILLING CC LIB-ACCT#66689/NOV 14'95 BILLING ROCK BLDG-ACCT#359669/NOV. 14'95 BILLING CO. LIB-ACCT#403669/NOV 14'95 BILLING
51873-AP	11/27/95	SPRINT CELLULAR	\$74.83	\$74.83	SUP&CCP-ACCT#GH00318/NOV. 9'95 BILLING
51874-AP	11/27/95	STECK-VAUGH CO	\$133.81	\$133.81	CO. LIB-WORLD NATURE ENCYCLOPEDIA
51875-AP	11/27/95	STEWART INSURANCE AGENCY	\$71.00	\$71.00	D A-NOTARY BOND, EVELYN JONES
51876-AP	11/27/95	STEWART PRINTING	\$27.95	\$27.95	CO. S-(500)BUSINESS CARDS(R. D. "BUCK" CROSS)
51877-AP	11/27/95	STOVALL & SHELTON	\$250.00	\$250.00	D CT-CAUSE#11,409 BOAST HAWKINS
51878-AP	11/27/95	SUPER SAVER RENT-A-CAR	\$400.00	\$400.00	CCP-NOV'95 PICKUP RENTAL
51879-AP	11/27/95	TEFTELLER & PELAIA	\$250.00	\$250.00	D. CT-CAUSE#11,478 TINA DENTON
51880-AP	11/27/95	TELETOUCH CORPORATION	\$246.80	\$11.00 \$10.80 \$96.00 \$11.00 \$10.80 \$11.00 \$96.00	JP#4-ACCT#072540/PAGER 237-4586 8/21/95 CO MAINT-ACCT#061919/#232-6242 9/21/95 CO S-ACCT#062303/PAGERS SERVICE 9/23/95 JP#4-ACCT#072540/#237-4586 9/21/95 CO MAINT-ACCT#061919/#232-6242 10/21/95 JP#4-ACCT#072540/#237-4586 10/21/95 CO S-ACCT#062303/PAGER SERVICE 10/21/95
51881-AP	11/27/95	TEX-LA PAIN CARE, LLP	\$352.28	\$352.28	IND-GARY LAFON/PHYSICIAN SERVICES 10/25/95
51882-AP	11/27/95	TEXACO REFINING &	\$47.18	\$47.18	CO S-ACCT#61-030-2845-9/GASOLINE

14112 C.R.

Vertical text on the right edge of the page, possibly a page number or reference code.

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 11/27/95 thru 11/29/95

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
51883-AP	11/27/95	TEXAS ARCHIVES, INC.	\$304.20	\$304.20	CO CLK-RECORDS MANAGEMENT BKS. #28-32&34
51884-AP	11/27/95	TEXAS COMMISSION ON ALCOHOL	\$250.00	\$250.00	SUP-R L HUDGINS/CLASS CERTIFICATION FEE
51885-AP	11/27/95	TEXAS PARKS & WILDLIFE	\$184.45	\$184.45	JP#2-DOCKET#95-1740J2/JEANNA KAY FIELDEN 8'95
51886-AP	11/27/95	TEXAS STEEL CULVERT CO, INC.	\$1,048.00	\$1,048.00	PCT#4-CUST#01-29556000/GALV. CULV (4)
51887-AP	11/27/95	THE OILMER MIRROR	\$18.05	\$18.05	CO L15-NAME PLATE, BADGE, ETC
51888-AP	11/27/95	UNIVERSITY OF TEXAS HEALTH	\$42.22	\$24.46	IND-TERRY L. SHIFLET/OFFICE VISIT
				\$17.76	IND-TERRY SHIFLET/X-RAY CLINIC
51889-AP	11/27/95	UPSHUR COUNTY	\$192.62	\$192.62	SUP-MAIL PROS, VALU-LINE, RECEIPT BK 11/1/95
51890-AP	11/27/95	UPSHUR-RURAL ELECTRIC COOP,	\$29.70	\$29.70	PCT#4-ACCT#121782522/NOV 15'95 BILLING
51891-AP	11/27/95	WALMART STORE #146	\$48.63	\$1.90	SUP-PHOTO PROCESSING
				\$1.62	SUP-PHOTO PROCESSING
				\$5.39	CO BLDGS-ACCT#188/HOLDER, REMOUNT KIT
				\$28.17	DA CASSETTES, TAPE, SURGE
				\$1.62	SUP-PHOTO PROCESSING
				\$7.97	CO. BLDGS-JOINT CEMENT
				\$1.96	SUP-PHOTO PROCESSING
51892-AP	11/27/95	WEST SIDE FURNITURE	\$184.09	\$184.09	PCT#4-SAW CHAIN, LINKS, PISTONS&RINGS, LABOR
51893-AP	11/27/95	WESTINGHOUSE ELECTRIC	\$47.76	\$47.76	J CTR-BREAKER
52080-AP	HC 11/28/95	POSTMASTER	\$3,392.92	\$3,392.92	CO. TAX-18,991 VOTER CARDS MAILED
Total For AP ACCOUNTS PAYABLE			\$66,760.15		
			\$66,760.15		

11/12/95

95 NOV 30
 ALL 50
 BY _____
 11/16/95

Charles L. Still
 COUNTY JUDGE, CHARLES L. STILL

Gaddis Lindsey
 COMMISSIONER PCT#1, GADDIS LINDSEY

Tommy S. Stanley
 COMMISSIONER PCT#2, TOMMY STANLEY

David L. C.
 COMMISSIONER PCT#3, DAVID LLOYD

Charles K. Thompson
 COMMISSIONER PCT#4, CHARLES K. THOMPSON

KS
 PG
 777

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-1-95 Dept. 611/Pct # 1
 Employee Earl Beck
 Social Security No _____ Emp ID# 108

X	CHANGE(S)	FROM	TO
	Grade Step	7, 11	12, 4
	Rate	\$6.04/HR	\$6.50/HR
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input checked="" type="checkbox"/>	Introductory Probationary Period Ended	<input type="checkbox"/>	Ment Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input 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 6 mo. Introductory period completed.

Authorized by Gaddey Smith Date 11-27-95
 Approved by _____

RECEIVED
 CPU
 NOV 27 11:17 AM '95
 FILED

1996 Holidays

New Years Day	Monday	January 1, 1996
M. L. Kings Birthday	Monday	January 15, 1996
Presidents Day	Monday	February 19, 1996
Good Friday	Friday	April 5, 1996
Memorial Day	Monday	May 27, 1996
Independence Day	Tuesday	July 4, 1996
Labor Day	Monday	September 2, 1996
Yamboree	Thur. & Fri.	October 17-18, 1996
Thanksgiving	Thur. & Fri.	November 27-28, 1996
Christmas	Tues. & Wed.	December 24-25, 1996

FILED
REX A. SHAW
COURT CLERK
95 NOV 27 AM 9:48
DEPT. CLERK, I.A.
BY _____
DEPUTY

Legend

- Red ————— Dead Line
- Purple ———— Adjacent Lines
- Orange ———— Handright Survey Line
- Green ———— Fences
- Grey - - - - - Proposed Easement



Scale: 1" = 200'

© Boundary S.W. 1/4 Sec. 4, T. 10N, R. 10E, S. 43E, 2nd Meridian, Oklahoma State.

ROBERT M GEORGE & ASSOCIATES
814 GILMER ROAD SUITE 3
P. O. BOX 9910
LONGVIEW, TEXAS 75608-9910
(903)753-8708

CURVE LIST

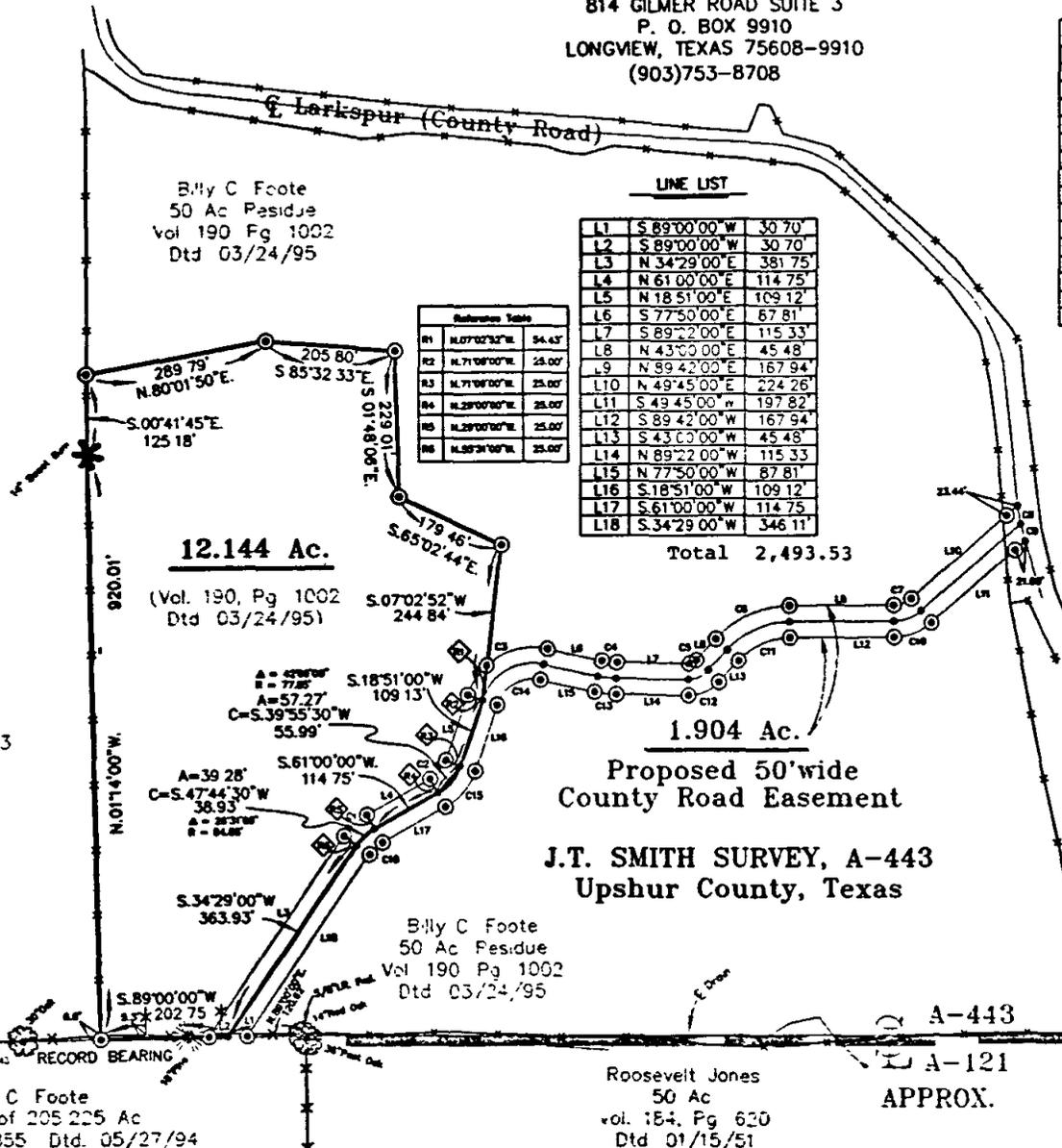
NO	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	26°31'00"	109.88'	50.85'	N 47°44'30"E	50.40'
C2	42°09'00"	52.85'	38.88'	N 39°55'30"E	38.01'
C3	83°19'00"	109.30'	158.94'	N 60°30'30"E	145.30'
C4	11°32'00"	123.53'	24.87'	S 83°36'00"E	24.82'
C5	47°38'00"	15.78'	13.12'	N 66°48'59"E	12.74'
C6	46°42'00"	163.98'	133.66'	N 66°21'00"E	129.99'
C7	39°57'00"	43.78'	30.53'	N 69°43'30"E	29.91'
C8	04°38'52"	356.32'	28.90'	S 10°09'03"E	28.90'
C9	04°27'24"	356.32'	27.72'	S 14°42'11"E	27.71'
C10	39°57'00"	93.78'	65.39'	S 69°43'30"W	64.07'
C11	46°42'00"	113.98'	92.90'	S 65°21'00"W	90.35'
C12	47°38'00"	65.78'	54.68'	S 66°49'00"W	53.12'
C13	11°32'00"	173.53'	34.93'	N 83°36'00"W	34.87'
C14	83°19'00"	59.30'	86.23'	S 60°30'30"W	78.83'
C15	42°09'00"	102.85'	75.66'	S 39°55'30"W	73.97'
C16	26°31'00"	59.88'	27.71'	S 47°44'30"W	27.47'

LINE LIST

L1	S 89°00'00"W	30.70'
L2	S 89°00'00"W	30.70'
L3	N 34°29'00"E	381.75'
L4	N 61°00'00"E	114.75'
L5	N 18°51'00"E	109.12'
L6	S 77°50'00"E	87.81'
L7	S 89°22'00"E	115.33'
L8	N 43°00'00"E	45.48'
L9	N 89°42'00"E	167.94'
L10	N 49°45'00"E	224.26'
L11	S 49°45'00"W	197.82'
L12	S 89°42'00"W	167.94'
L13	S 43°00'00"W	45.48'
L14	N 89°22'00"W	115.33'
L15	N 77°50'00"W	87.81'
L16	S 18°51'00"W	109.12'
L17	S 61°00'00"W	114.75'
L18	S 34°29'00"W	346.11'

Reference Table

R1	N 07°02'32"W	54.65'
R2	N 71°08'00"W	25.00'
R3	N 71°08'00"W	25.00'
R4	N 29°00'00"W	25.00'
R5	N 29°00'00"W	25.00'
R6	N 59°21'00"W	25.00'



12.144 Ac.

(Vol. 190, Pg. 1002
Dtd 03/24/95)

Total 2,493.53

1.904 Ac.

**Proposed 50' wide
County Road Easement**

**J.T. SMITH SURVEY, A-443
Upshur County, Texas**

Patsy Ann Kent
First Tract
70 Ac
Vol 373, Pg. 663
Dtd Jan 1972

Billy C Foote
Residue of 205.225 Ac
Vol 160, Pg 855 Dtd. 05/27/94

Billy C Foote
50 Ac Residue
Vol 190 Pg 1002
Dtd 03/24/95

Roosevelt Jones
50 Ac
vol. 184, Pg 620
Dtd 01/15/51

JAMES DUNN SURVEY, A-121

STATE of TEXAS
COUNTY of GREGG

I, ROBERT M. GEORGE, Registered Professional Land Surveyor, certify that this Plat is a true and correct representation of the results of an actual survey made on the ground by me and personnel under my supervision during the months of October and November, 1995 of a 12.144 Ac. Tract of land and a 50 ft. Wide Proposed County Road Easement situated in the J. T. SMITH SURVEY A-443, Upshur County, Texas and being out of a called 50 Ac. Tract conveyed to Billy C. Foote by deed dated March 24, 1995 recorded in Volume 190, Page 1002, Official Records, Upshur County, Texas. Said 12.144 Ac Tract and said 50 ft. Wide Proposed County Road Easement being more particularly described in Field Notes attached hereto.

This survey substantially conforms to the Minimum Standards of Practice approved by the Texas Board of Professional Land Surveying. All monuments were found or set as depicted on this Plat. Record Bearing was assumed along the North Line of a 205.225 Ac. Tract described in Deed dated May 27, 1994 recorded in Volume 160, Page 855, Official Records, Upshur County, Texas

WITNESS my hand and Official Seal this the 6th day of November, 1995 A. D.

ROBERT M GEORGE, Registered Professional Land Surveyor
Number 4844



Approved:

County Judge Job No H-8023-95

FILED
REX A. SMITH
COUNTY CLERK
NOV 27 1995
BY [Signature]
REG. PRO. LAND SURV. TX
10-18

A-443
A-121
APPROX.

45 80

ROBERT M. GEORGE & ASSOCIATES
LAND SURVEYORS • CIVIL ENGINEERS

814 GILMER ROAD - SUITE 3
P.O. BOX 9910
LONGVIEW, TEXAS 75608-9910
PH: 803-793-8708

ROBERT M. GEORGE
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4844
AMERICAN CONGRESS ON SURVEYING & MAPPING
LONGVIEW CHAMBER OF COMMERCE
U.S. AIR FORCE (RET)
AFFILIATE MEMBER
LONGVIEW BOARD OF REALTORS
EAST TEXAS BUILDERS ASSOCIATION

CONWAY O. LUMPKIN
REGISTERED PROFESSIONAL ENGINEER No. 14288

STATE of TEXAS
COUNTY of GREGG

I, ROBERT M. GEORGE, Registered Professional Land Surveyor, certify that the attached Plat is a true and correct representation of the results of an actual survey made on the ground by me and personnel under my supervision during the months of October and November, 1995 of a 12.144 Ac Tract of land and a 50 ft Wide Proposed County Road Easement situated in the J T SMITH SURVEY A-443, Upshur County, Texas and being out of a called 50 Ac Tract conveyed from Gary Wayne Ward, Merry Angel Johnsey, Terry Wayne Ward, Perry Don Ward, Ruby Mae Ward McGowan, Rita Ann Jenkins, Reba Rae Kellum and Renita Kay Mundwiller to Billy C Foote by deed dated March 24, 1995 recorded in Volume 190, Page 1002, Official Records, Upshur County, Texas Said 12 144 Ac Tract and said 50 ft Wide Proposed County Road Easement being more particularly described as follows:

12 144 Ac. Tract

BEGINNING at a Point in the approximate South Line of the J T SMITH SURVEY A-443 and the North Line of the JAMES DUNN SURVEY A-121 and the common line of said called 50 Ac Tract and a 205 225 Ac. Tract conveyed to Billy C Foote by deed dated May 27, 1994 recorded in Volume 160, Page 855, Official Records, Upshur County, Texas and the South End of the Centerline of said 50 ft Wide Proposed Road Easement for the SEC of the Tract herein described from which a 5/8 inch Iron Rod Found at the most Northwesterly NEC of said 205 225 Ac Tract bears N 89°00'00"E 120.62 ft and a 5/8 inch Iron Rod with Aluminum Cap Found at the NWC of said 205 225 Ac Tract and the approximate SWC of the J. T. SMITH SURVEY A-443 and the NWC of the JAMES DUNN SURVEY A-121 bears S.89°00'00"W 1372.98 ft ,

THENCE: S.89°00'00"W. with and along the common line of said 50 Ac Tract and said 205 225 Ac. Tract at 30 70 ft pass a 5/8 inch Iron Rod with Aluminum Cap Set at the SWC of said 50 ft Wide Proposed County Road Easement, continuing on a Total Distance of 202 75 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set for the SWC of the Tract herein described and being the Southeast Occupied Corner of Patsy Ann Kent's 70 Ac. Tract described as FIRST TRACT in deed dated January 1972 recorded in Volume 373, Page 663, Deed Records, Upshur County, Texas;

THENCE: N.01°14'00"W 920 01 ft., with and along a fence on the occupied lines of said 70 Ac. Tract and said 50 Ac. Tract to a 1 1/4 inch diameter Sweet Gum Tree for an Angle Point in the West Line of the Tract herein described,

THENCE: N 00°41'45"E 125 18 ft , with and along a fence on the occupied lines of said 70 Ac. Tract and said 50 Ac Tract to a 5/8 inch Iron Rod with Aluminum Cap Set for the NWC of the Tract herein described,

THENCE N 80°01'50"E 289 79 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set for an Angle Point in the North Line of the Tract herein described,

THENCE: S.85°32'33"E 205 80 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set for the most Northerly NEC of the Tract herein described,

THENCE: S.01°48'06"E. 229 01 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set for a Re-Entrant Corner of the Tract herein described;

THENCE: S.65°02'44"E. 179 46 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set for the most Southerly NEC of the Tract herein described;

THENCE: S.07°02'52"W. at 190.41 ft. pass a 5/8 inch Iron Rod with Aluminum Cap Set as Reference in the West ROW Line of aforementioned 50 ft. Wide County Road Easement, continuing on a Total Distance of 244.84 ft., to a Point in the Centerline of said Proposed Road Easement for an Angle Point in the East Line of the Tract herein described from which a 5/8 inch Iron Rod with Aluminum Cap Set as Reference bears N.71°09'00"W. 25.00 ft.;

THENCE: S.18°51'00"W. 109 13 ft., with and along the Centerline of said Proposed Road Easement to a Point at the Beginning of a Curve to the Right having a Central Angle of 42°09'00" and a Radius of 77.85 ft. from which a 5/8 inch Iron Rod with Aluminum Cap Set as Reference bears N.71°09'00"W. 25.00 ft.;

THENCE: With and along the Arc Length of 57 27 ft. of said Curve to the Right the Chord of S.39°55'30"W 55 99 ft. to the End of said Curve from which a 5/8 inch Iron Rod with Aluminum Cap Set as Reference bears N 29°00'00"W 25 00 ft.;

THENCE: S.61°00'00"W. 114 75 ft , with and along the Centerline of said Proposed Road Easement to a Point at the Beginning of a Curve to the Left having a Central Angle of 26°31'00" and a Radius of 84 88 ft , from which a 5/8 inch Iron Rod with Aluminum Cap Set as Reference bears N 29°00'00"W 25 00 ft ;

THENCE: With and along the Arc Length of 39 28 ft of said Curve to the Left the Chord of S 47°44'30"W 38 93 ft. to the End of said Curve to the Left from which a 5/8 inch Iron Rod with Aluminum Cap Set as Reference bears N 55°31'00"W 25 00 ft.,

THENCE: S.34°29'00"W. 363 93 ft , with and along the Centerline of said Proposed Road Easement to the Place of Beginning, containing 12 144 acres of land

PROPOSED 50 FT. WIDE COUNTY ROAD EASEMENT

BEGINNING at a 5/8 inch Iron Rod with Aluminum Cap Set in the approximate common South line of the J. T. SMITH SURVEY A-443 and the North line of the JAMES DUNN SURVEY A-121 and the common line of said 50 Ac Tract and a 205 225 Ac Tract conveyed to Billy C Foote by deed dated May 27, 1994 recorded in Volume 160, Page 855, Official Records, Upshur County, Texas for the SEC of the Tract herein described from which a 5/8 inch Iron Rod Found at the most Northwesterly NEC of said 205 225 Ac Tract bears N.89°00'00"E 89 92 ft ,

THENCE S 89°00'00"W at 30 70 ft pass the Centerline of said Road Easement, continuing on a Total Distance of 61 40 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set for the SWC of the Tract herein described,

THENCE N.34°29'00"E 381 75 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Right having a Central Angle of 26°31'00" and a Radius of 109.88 ft ,

THENCE: With and along the Arc Length of 50 85 ft of said Curve to the Right the Chord of N 47°44'30"E 50 40 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE: N 61°00'00"E 114 75 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Left having a Central Angle of 42°09'00" and a Radius of 52 85 ft.,

THENCE: With and along the Arc Length of 38 88 ft of said Curve to the Right the Chord of N 39°55'30"E 38 01 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE: N.18°51'00"E. 109 12 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Right having a Central Angle of 83°19'00" and a Radius of 109 30 ft.;

THENCE: With and along the Arc Length of 158 94 ft. of said Curve to the Right the Chord of N.60°30'30"E 145 30 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE: S 77°50'00"E. 87 81 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Left having a Central Angle of 11°32'00" and a Radius of 123.53 ft ,

THENCE: With and along the Arc Length of 24.87 ft of said Curve to the Left the Chord of S 83°36'00"E 24.82 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve;

THENCE: S.89°22'00"E. 115.33 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Left having a Central Angle of 47°38'00" and a Radius of 15 78 ft.,

THENCE: With and along the Arc Length of 13 12 ft. of said Curve to the Left the Chord of N 66°48'58"E 12.74 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve to the Left,

THENCE: N 43°00'00"E. 45 48 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Right having a Central Angle of 46°42'00" and a Radius of 163 98 ft ,

THENCE: With and along the Arc Length of 133 66 ft of said Curve to the Right the Chord of N.66°21'00"E 129.99 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE: N.89°42'00"E 167 94 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Left having a Central Angle of 39°57'00" and a Radius of 43 78 ft ,

THENCE: With and along the Arc Length of 30 53 ft of said Curve to the Left the Chord of N 69°43'30"E 29 91 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE: N 49°45'00"E. at 200 82 ft pass a 5/8 inch Iron Rod with Aluminum Cap Set as Reference in the West margin of Larkspur (a County Maintained Road), continuing on a Total Distance of 224 26 ft , to a 60d Nail Set in the Centerline of Larkspur for the NWC of the Tract herein described and being in a Curve to the Left of the Centerline of Larkspur having a Central Angle of 04°38'52" and a Radius of 356 32 ft ,

THENCE: With and along the Arc Length of 28 90 ft of said Curve to the Left the Chord of S 10°09'03"E 28 90 ft , to a 60d Nail Set at the Centerline intersection of said Proposed Road Easement with the Centerline of Larkspur and being the End of said Curve to the Left and the Beginning of another Curve to the Left of the Centerline of Larkspur having a Central Angle of 04°27'24" and a Radius of 356.32 ft ,

THENCE: With and along the Arc Length of 27 72 ft of said Curve to the Left the Chord of S 14°42'11"E. 27.71 ft. to a 60d Nail Set in the Centerline of Larkspur for the NEC of the Tract herein described,

THENCE: S.49°45'00"W at 21 69 ft pass a 5/8 inch Iron Rod with Aluminum Cap Set as Reference in the West margin of Larkspur, continuing on a Total Distance of 197.82 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Right having a Central Angle of 39°57'00" and a Radius of 93.78 ft ;

THENCE: With and along the Arc Length of 65 39 ft. of said Curve to the Right the chord of S 69°43'30"W 64.07 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE. S 89°42'00"W. 167 94 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Left having a Central Angle of 46°42'00" and a Radius of 113 98 ft ;

THENCE. With and along the Arc Length of 92 90 ft. of said Curve to the Left the Chord of S 66°21'00"W. 90 35 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE: S 43°00'00"W 45.48 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Right having a Central Angle of 47°38'00" and a Radius of 65 78 ft ,

THENCE: With and along the Arc Length of 54 68 ft. of said Curve to the Right the Chord of S.66°49'00"W. 53.12 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at End of said Curve,

THENCE: N.89°22'00"W. 115.33 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Right having a Central Angle of 11°32'00" and a Radius of 173.53 ft.;

THENCE: With and along the Arc Length of 34.93 ft. of said Curve to the Right the Chord of N.83°36'00"W. 34.87 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at End of said Curve;

THENCE: N.77°50'00"W. 87.81 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Left having a Central Angle of 83°19'00" and a Radius of 59.30 ft.;

THENCE: With and along the Arc Length of 86.23 ft. of said Curve to the Left the Chord of S 60°30'30"W. 78.83 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

THENCE. S.18°51'00"W. 109.12 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Right having a Central Angle of 42°09'00" and a Radius of 102.85 ft.,

THENCE: With and along the Arc Length of 75.66 ft of said Curve to the Right the Chord of S 39°55'30"W 73.97 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve,

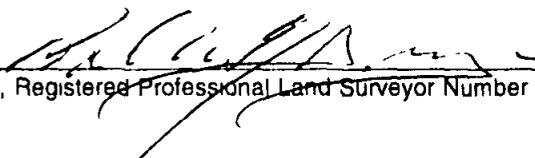
THENCE: S.61°00'00"W 114.75 ft , to a 5/8 inch Iron Rod with Aluminum Cap Set at the Beginning of a Curve to the Left having a Central Angle of 26°31'00" and a Radius of 59.88 ft ,

THENCE: With and along the Arc Length of 27.71 ft of said Curve to the Left the Chord of S 47°44'30"W 27.47 ft., to a 5/8 inch Iron Rod with Aluminum Cap Set at the End of said Curve;

THENCE: S 34°29'00"W 346.11 ft to the Place of Beginning, containing 1.904 acres of land within the ROW Lines of a Proposed 50 ft. Wide County Road Easement

There are no encroachments on said tracts of land by buildings on the adjoining tracts. There are no visible highlines, pipelines or other utility lines on said tract of land other than those serving same. Said tracts of land are in Flood Zone C according to the FEMA Flood Insurance Rate Map Community Panel Number 481036B-H-23 dated May 31, 1977. This survey substantially conforms to the Minimum Standards of Practice approved by the Texas Board of Professional Land Surveying. All monuments were found or set as depicted on attached Plat. Record bearing was assumed along the North Line of said 205.225 Ac. Tract as depicted on attached Plat

WITNESS my hand and Official Seal this the 6th day of November, 1995 A D


ROBERT M. GEORGE, Registered Professional Land Surveyor Number 4844





GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas Upshur County, hereinafter referred to as Grantee, has heretofore submitted a grant application to the Governor's Office, State of Texas, entitled Criminal Justice Information Sharing, and further identified by grant number DB-95-F01-09109; and

Whereas, the Governor of the State of Texas has approved the grant application as evidenced by the Statement of Grant Award from the Governor's Office dated OCT 01 1995, which contained certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniform Grant and Contract Management Standards, and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniform Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, or the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is MYRA HARRIS.

NON-LOBBYING CERTIFICATION:

We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated this certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Governor's Office, Criminal Justice Division.

Certified By:

Date: OCTOBER 31, 1995

Myra Harris
Signature of Project Director

Dona Flippo
Signature of Financial Officer

MYRA HARRIS, COUNTY TREASURER
Name & Title(must print or type)
P.O. BOX 730
Official Agency Address(street or post office box)
GILMER 75644 (903)843-4027
City/Zip Code/Telephone Number

DONA FLIPPO, COUNTY AUDITOR
Name & Title(must print or type)
P.O. BOX 730
Official Agency Address(street or post office box)
GILMER 75644 (903)843-4001
City/Zip Code/Telephone Number

Charles L. Still
Signature of Authorized Official

CHARLES L. STILL, COUNTY JUDGE
Name & Title(must print or type)
P.O. BOX 730
Official Agency Address(street or post office box)
GILMER 75644 (903)843-4003
City/Zip Code/Telephone Number

450 PC 950

Date: 09/14/95
Time: 07:07:08

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

APPROVED BUDGET SUMMARY

GRANT NUMBER: DB-95-F01-09109

REGION NUMBER: 0600

APPLICANT: Upshur County

TITLE: Criminal Justice Information Sharing

YEAR OF FUNDING: 1

PROGRAM FUND: ANTI-DRUG ABUSE ACT OF 1986

GRANT PERIOD: 10/01/95 through 09/30/96

AMOUNT RECOMMENDED:

State: \$ 0

Federal: \$ 45,000

AMOUNT REQUESTED:

\$ 45,000

BUDGET SUMMARY:

	CJD/FED FUNDS	CASH MATCH	TOTAL PROJECT
A. PERSONNEL	\$ 0	\$ 0	\$ 0
B. PROF & CONTR	45,000	15,000	60,000
C. TRAVEL	0	0	0
D. EQUIPMENT	0	0	0
E. CONSTRUCTION	0	0	0
F. SUPPL & DOE	0	0	0
G. INDIRECT COST	0	0	0
TOTAL	\$ 45,000	\$ 15,000	\$ 60,000

BUDGET DETAIL:

B. CJIS software upgrades, \$60,000.

95 NOV 27 11 09:48
 DEPT. OF CRIM. JUST. TX.
 BY _____
 DEPUTY

CJD STANDARD FORM CONTRACT BETWEEN GRANTEE AND THIRD PARTY

STATE OF TEXAS
COUNTY OF UPSHUR

CRIMINAL JUSTICE

1. This contract is in aid of CJD Grant No. DB-95-F01-09109 titled: INFORMATION SHARING. (Title of the grant in question as it appears on the face of the Statement of Grant Award.)
2. The GRANTEE AGENCY is responsible for closely monitoring the SERVICE PROVIDER and the exercise of reasonable care to enforce all terms and conditions of the grant.
3. Requirements of the Uniform Grant and Contract Management Standards (UGCMS) promulgated pursuant to Section 783, of the Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB, of the above standards The GRANTEE AGENCY SHALL: (Check One)
 - keep all project records
 - assist the SERVICE PROVIDER to establish a set of records that comply with the requirements of the grant and periodically inspect such records to ensure that they are properly kept.
4. The SERVICE PROVIDER will furnish the following: (Describe in detail.)
5. Payment for the above (not to exceed \$ 45,000.00, of the total amount of the grant) will be made as follows: (Describe in detail)
6. Billing for the above will be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and shall consist of a brief statement of the service or other item provided and the basis for the billing rate.
7. In the event of a default of the SERVICE PROVIDER, the GRANTEE AGENCY may cancel or suspend the contract and the SERVICE PROVIDER shall be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered.
8. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the SERVICE PROVIDER Failure to comply with this requirement shall be treated as a default.
9. This contract shall automatically terminate on the grant expiration date or any extension date thereof granted by CJD. All services billed hereunder must be rendered within the grant period.
10. Enumerate any additional provisions desired by the parties or which CJD may direct to be added by specific instruction.

EXECUTED this 31st day of OCTOBER, 19 95.

Charles L. Still
Signature of Authorized Official

CHARLES L. STILL, COUNTY JUDGE
Name & Title (please print or type)

P.O. BOX 730
Address (street or post office box)

GILMER 75644 (903)843-4003
City Zip Telephone # (include area code)

Brian Berry
Signature of Authorized Official

Brian Berry - Vice President
Name & Title (please print or type)

1120 Jupiter Road, Suite 100
Address (street or post office box)

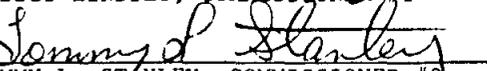
Piano, TX 75074 214-424-1579
City Zip Telephone # (include area code)

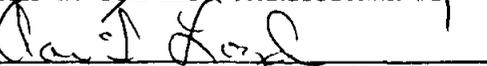
CRIMINAL JUSTICE GRANT #DB-95-F01-09109

UPSHUR COUNTY COMMISSIONERS COURT DOES DECLARE GRANT #DB-95-F01-09109 SHALL BE KNOWN AS A SOLE SOURCE PROCUREMENT WITH THE CONTRACT BEING AWARDED TO THE SOFTWARE GROUP DUE TO THE COMPANY BEING THE ONLY EXISTING SERVICE PROVIDER WHO CAN PERFORM THE REQUIRED SERVICES OR GOODS


CHARLES L. STILL, COUNTY JUDGE


GADDIS LINDSEY, COMMISSIONER #1


TOMMY L. STANLEY, COMMISSIONER #2


DAVID LOYD, COMMISSIONER, #3


CHARLES K. THOMPSON, COMMISSIONER #4

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:48
LOCAL 11.13
BY _____
TERRY

APPLICATION FOR TCDP ASSISTANCE

PART I

OMB Approval No. 0348-004J

1. TYPE OF SUBMISSION Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		2. DATE SUBMITTED	Applicant Identifier
5. APPLICANT INFORMATION Legal Name: Upshur County		3. DATE RECEIVED BY STATE	State Identifier
Address (City, County, State and Zip code) P. O. Box 730 Gilmer, Upshur County, Texas 75644		4. Date Received by Federal Agency	Federal Identifier
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 75-6001187		Organizational Unit: Upshur County	
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		Name/Title, Agency or Company, Address, Area Code and Telephone Number of Application Preparer. Mary Kay Thomas Gary R. Traylor & Associates Inc. P. O. Box 7035 Tyler, Texas 75711 (903) 581-0500	
11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Urgent Need Application		7. TYPE OF APPLICANT: (check where appropriate below) A Municipal <input type="checkbox"/> B County <input checked="" type="checkbox"/>	
12. TARGET AREA(S) AFFECTED BY PROJECT: Unserved Residents Glenwood Water Supply Corporation		9. NAME OF FEDERAL AGENCY: Texas Department of Housing and Community Affairs	
14. CONGRESSIONAL DISTRICTS OF: a Representative b Senate c. Congress		10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 14-228 TITLE: Texas Community Development Program	
15. ESTIMATED FUNDING:		11a TYPE OF APPLICATION: (check where appropriate below) <input type="checkbox"/> Community Development Fund <input type="checkbox"/> Colonia Fund <input checked="" type="checkbox"/> Disaster Relief/Urgent Need Fund	
a TCDP Request \$ 232,450.00	b Federal \$ 00	13. APPLICANT'S FISCAL YEAR: Beginning Date 10/1 Ending Date 9/30	
c State \$ 00	d Applicant \$ 23,250.00	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input checked="" type="checkbox"/> YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE Concurrent	
e Local \$.00	f Other \$ 00	<input type="checkbox"/> NO () PROGRAM IS NOT COVERED BY E O 12372 () OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
g TOTAL \$ 255,700.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation <input checked="" type="checkbox"/> No		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TCDP APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.			
a. Typed Name of Authorized Representative Charles L. Still		b. Title County Judge	c. Telephone Number (903) 843-4003
d. Signature of Authorized Representative <i>Charles L. Still</i>		e. Date Signed November 27, 1995	

TCDP APPLICANT/RECIPIENT DISCLOSURE/UPDATE REPORT

PART I APPLICANT/RECIPIENT INFORMATION	
Indicate Whether This Is An Initial Report <input checked="" type="checkbox"/> Or An Update Report <input type="checkbox"/>	
1. Recipient Name, Address, And Phone Number (Include Area Code) Upshur County P. O. Box 730 Gilmer, Texas 75644	TCDP Contract Number
2. Project Assisted/To Be Assisted (Project/Activity Description And Its Location By City And County) Unserved Residents in Glenwood Water Supply Corporation service area.	3. Amount Requested/Received \$ 232,450.00

PART II OTHER GOVERNMENT ASSISTANCE PROVIDED/REQUESTED		
No Other Government Assistance To Disclose <input type="checkbox"/>		
1. Department/State/Local Agency Name		Address (City, State and Zip Code)
Program	Type Of Assistance	Amount Requested/Provided
2. Department/State/Local Agency Name		Address (City, State and Zip Code)
Program	Type Of Assistance	Amount Requested/Provided
3. Department/State/Local Agency Name		Address (City, State and Zip Code)
Program	Type Of Assistance	Amount Requested/Provided
4. Department/State/Local Agency Name		Address (City, State and Zip Code)
Program	Type Of Assistance	Amount Requested/Provided

45 91

PART III INTERESTED PARTIES			
There Are No Persons With A Reportable Financial Interest To Disclose <input type="checkbox"/>			
List All Persons With A Reportable Financial Interest In The Project Or Activity	Social Security Number Or Employee ID Number	Type Of Participation In Project/Activity	Financial Interest In Project/Activity (Dollars And %)
Not known at this time.			

PART IV REPORT ON EXPECTED SOURCES AND USES OF FUNDS	
Source Of Funds	
See 424 See Resolution See Engineer's Budget See Table 2	
Use Of Funds	
See 424 See Resolution See Engineer's Budget See Table 2	

FILED
 REX A. STALL
 COJ
 95 NOV 27
 11 9 48

CERTIFICATION: I certify that the information given on this form is true and complete.

Signature <i>Charles L. Still</i>	Charles L. Still County Judge	Date November 27, 1995
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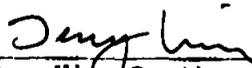
VOL 45 PG 92

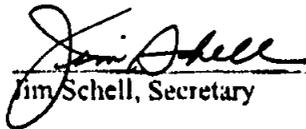
Glenwood Water Supply Corporation

Glenwood Water Supply Corporation requests that Upshur County file an Urgent Need Application with the Texas Department of Housing and Community Affairs on behalf of Glenwood Water Supply Corporation for \$232,450 in grant funds to provide water service to residents in an unserved area in the Glenwood Water Supply Corporation service area. Glenwood Water Supply Corporation commits matching funds of \$23,250 to the Urgent Need Project. Funds will be deposited with the County, when requested, if the application for grant assistance is successful.

Total project costs are anticipated to be \$255,700. Glenwood Water Supply Corporation will be responsible for funding of any additional costs needed for this project.

Signed this 27th day of November, 1995.


Terry Wynn, President


Jim Schell, Secretary

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:48
UPSHUR COUNTY, TX.
BY _____ DEPUTY

45 93
RESOLUTION

OF THE COMMISSIONER'S COURT OF UPSHUR COUNTY, TEXAS, AUTHORIZING THE FILING OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO BE CONSIDERED UNDER THE URGENT NEED FUND ALLOCATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM

WHEREAS, the County has identified an urgent need related to water service and supply lines improvements, and

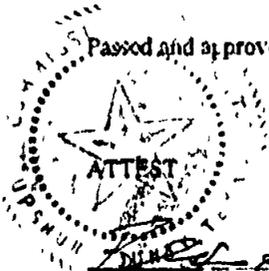
WHEREAS the provision of water service and supply lines improvements will assist in meeting such urgent need, and

WHEREAS, it is necessary and in the best public interest, health and welfare that the County apply for funding under the 1996 Urgent Need Fund under the Texas Community Development Program,

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF UPSHUR COUNTY, TEXAS;

- 1 That the County submit an application for funding under the Texas Community Development Program to be considered under the Urgent Need Community Development Project Fund Allocation under the terms and conditions of the State of Texas and agree and understand the assurances contained in said application
2. That the Commissioner's Court endorses the activities as set forth in said application and more fully described above
- 3 That the application be for \$232,450 of grant funds to carry out water improvements, Acquisition, project engineering, and project administration costs
- 4 That the Commissioner's Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Program.
- 5 That the County commit \$23,250 from its General Funds as a cash contribution to be matched with Texas Community Development Funds to be used for construction costs for water improvements

Passed and approved this 27th day of November, 1995.



Rex Shaw
Rex Shaw, County Clerk

Charles L. Still
Charles L. Still, County Judge

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Texas Land & Timber Co., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Lemon and Orange 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. 3, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County 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.

Rick Donald
First Party Signature

Rt. 2 Box 14A
Street or Box

Joaquin, Tx. 75954
City, State and Zip Code

409-269-3560
Telephone

Ann Jenkins
Timber Tract

11-20-95
Date Signed

Chas. F. [Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

[Signature]
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
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NOV 27 11 27 AM '95
9:47

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) _____

Camel and Bison 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.

Gayle Henson
First Party Signature

Rt. 5 Box 51073
Street or Box

Winnsboro, Tx. 75494
City, State and Zip Code

903-365-7184
Telephone

Seahorn
Timber Tract

11-20-95
Date Signed

Permit issued for a period not to exceed 90 days.

Chas. T. [Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
NOV 27 AM 9:47
UPSHUR COUNTY, TX
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Tucker Brothers, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1&2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1&2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) North and South Gardenia

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&2, Upshur County.

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

5. First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County 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.

Sherah Rice
First Party Signature
Box 1105
Street or Box
Omaha, Tx. 75571
City, State and Zip Code
903-884-3104
Telephone
Duffey
Timber Tract
11-22-95
Date Signed

Charles F. [Signature]
County Judge
Madde [Signature]
Commissioner 1
Larry Stanley
Commissioner 2
David [Signature]
Commissioner 3
[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
NOV 27 AM 9:47
UPSHUR COUNTY, TEXAS

3145 PG 98

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned Steve Raulston Logging, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
Lemon to Aspen to Red Ceder

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. 3, Upshur County.

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

5. First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County 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.

Steve Raulston
First Party Signature

Rt. 1 Box 2800
Street or Box

Bagwell, Tx. 75412
City, State and Zip Code

903-427-2308
Telephone

Eitel
Timber Tract

11-21-95
Date Signed

Permit issued for a period not to exceed 90 days.

Charles H. [Signature]
County Judge

Gaddis Lindsey
Commissioner 1

Tommy Stahl
Commissioner 2

Nancy Lloyd
Commissioner 3

Ch. K. [Signature]
Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:47
UPSHUR COUNTY TEXAS

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE 11-20-95

Formal notice is hereby given that Amoco Production
whose principal address is P. O. Box 9460, Longview, Tx. 75608
does propose to place a road bore
within the ROW of County Road Penguin Road
as follows:

297-4017

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 and Bridge Department policies and specifications.

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

NAME *Mark D. [Signature]*
TITLE *Field Tech*
ADDRESS *ASA*

*Wade [Signature]
Tommy [Signature]
David [Signature]*

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:47
UPSHUR COUNTY, TX.
BY _____
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

45 PG 101

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned GLOVER WOOD COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

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

RED CEDAR AND RED MAPLE RD.

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. 3, Upshur County.

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

5. First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County 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.

Ronald Mitchell
First Party Signature

803 LAVERNE
Street or Box

JEFFERSON, TEXAS 75657
City, State and Zip Code

903-665-7339
Telephone

BENTON
Timber Tract

11-16, 1995
Date Signed

Permit issued for a period not to exceed 90 days.

Chas. J. [Signature]
County Judge

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:47
UPSHUR COUNTY, TX
BY
PERMIT

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1

DATE 11-15-95

Formal notice is hereby given that DELHI GAS PIPELINE CORPORATION whose principal address is 1700 PACIFIC AVE. DALLAS, TX 75201 propose to place a PIPELINE within the ROW of County Road MARTIN RD.. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to this application. Proposed construction will begin, if approved, on or after the _____ day of _____, 19____.

I, 214-954-2829 hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Steve Carter TITLE Agent

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Courts instructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

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____

COUNTY JUDGE

Gadde Luvig
COMMISSIONER PCT. 1

Johnny Stanley
COMMISSIONER PCT. 2

David Boyd
COMMISSIONER PCT. 3

Chas. T. ...
COMMISSIONER PCT. 4

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:47
LEWIS COUNTY, TX
BY
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 1
DATE 11-14-95

Formal notice is hereby given that Doug Cox
whose principal address is RT 130X 319 Gilmer
does propose to place a CULVERT
within the ROW of County Road Persimmon
as follows:

734 4505

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 and Bridge Department policies and specifications.

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

NAME Gaddis Lurdson
TITLE Comm.
ADDRESS _____

Lenny Starke

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:47
UPSHUR COUNTY, TX
BY _____
PROPERTY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Bobby Adison & Co., 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) 1.4 Miles on Medlin Road

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

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

P. O. Box 247
Street or Box

Center, Tx. 75935
City, State and Zip Code

409-598-2057
Telephone

Thelma Williamson
Timber Tract

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

11-14-95
Date Signed

95 NOV 27 AM 9:47
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:47
UPSHUR COUNTY, TX.
REPLY

VOL 45 PG 106

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY BUDDY LINDSEY

F.M. 1649 _____ ROAD.

GENTLEMEN:

DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,

Buddy Lindsey

RT. 6 BOX 5767

GILMER, TEXAS 75644

797-6821

Thanks for your swift response

PRECINCT _____
DATE _____

APPROVED _____ REJECTED _____

Charles L. Still

CHARLES L. STILL, COUNTY JUDGE

Gaddis Lindsey

GADDIS LINDSEY, COMMISSIONER 1

Tommy Stanley

TOMMY STANLEY, COMMISSIONER 2

David Loyd

DAVID LOYD, COMMISSIONER 3

Charles K. Thompson

CHARLES K. THOMPSON, COMMISSIONER 4

FILED
REX / STAN
COUNTY CLERK
95 NOV 27 AM 9:47
UPSHER CO. CL. TX.
BY _____
OFFICE

SPECIAL ROAD USE AGREEMENT CONTRACT

NO 45 PC 107

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

The undersigned HUDDLESTON LOGGING, 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) _____

GREAT DANE

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

P.O. BOX 163
Street or Box

BLOOMBURG, TEXAS 75556
City, State and Zip Code

903-728-5876
Telephone

Timber Tract

11-16-95
Date Signed

Permit issued for a period not to exceed 90 days.

[Signature]
County Judge

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

[Signature]
Commissioner

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 27 AM 9:47
BY _____
UPSHUR COUNTY, TX
FEBRUARY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR §

KNOW ALL MEN BY THESE PRESENTS

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

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
N. GARDENIA RD.

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 his own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

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

5. First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County 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.

Terry Blackman
First Party Signature

Charles E. Still
County Judge

RT. 1 BOX 207 C 1
Street or Box

Spencer Linder
Commissioner

ATLANTA, TEXAS 75551
City, State and Zip Code

Tommy Stanley
Commissioner

903-796-7875
Telephone

David D. Logg
Commissioner

JEFFERIES
Timber Tract

John R. [Signature]
Commissioner

11-16-95
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
REX P. SAMPSON
COUNTY CLERK
95 NOV 27 AM 9:48
COUNTY CLERK



Texas Department of Transportation

DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585
DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

November 14, 1995

45-109

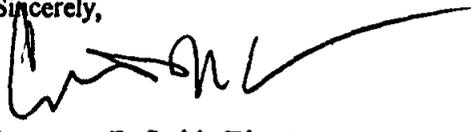
JUDGE STILL

County Clerk

Enclosed is your notification listing the companies that intend to operate or cause to be operated an overweight vehicle in your county as required by House Bill 1547.

If you have any questions please contact Mr. Curtis Wagner at (512) 465-3500.

Sincerely,


For Lawrence R. Smith, Director
Motor Carrier Division

Enclosure

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 20 PM 12:10
EPSON COUNTY, TX
BY _____
DEPUTY

An Equal Opportunity Employer



**Over Axle Weight Tolerance Permit Report
for
Upshur County
October 28 - November 10**

BILLY GRIFFIN LOGGING 95111053025T	RT. 7, BOX 8780 1NKDLB9X6NS574925	FC83JM	NACOGDOCHES TX TX	75961
DANNY LYONS TRUCKING 95110953047T	303 S. FRISCO 2HSFMAMR3SC024647	2DF733	HENDERSON TX TX	75652
DOUG CANFIELD 95110853001T	P. O. BOX 350 1XP9DB9X2GN202163	2CB091	HARLETON TX TX	75651
FEEDERS SUPPLY COMPANY 95110953024T	P. O. BOX 792 1M2AY04Y2KM005351	R11928	SULPHUR SPRING TX TX	75482
G. P. BOURROUS TRKG CO., INC. 95110853104T 95110853105T 95110853106T 95110853107T 95110853108T 95110853109T 95110853110T 95110853111T 95110853116T	P. O. BOX 430 2HSFMA7R3PC075021 1XKDD29X5KS520868 1XPFD98X6TD402203 1XPFD98X8TD402204 1XPFD98X3TD402207 1XPFD98X1TD402206 1XPFD98XXTD402205 2HSFHBBRONC056960 1XPCD29X1KD272595	R43265 2DD468 1HW910 1HW911 1HW914 1HW913 1HW912 R12682 1GB893	DIBOLL TX TX TX OK OK OK OK OK TX OK	75941
HUDSON TRUCKING 95110953025T	800 CHURCH STREET 1M2N187Y2KW026317	JS4758	CARTHAGE TX TX	75633
JAMES D McCLUNG LOGGING CONTRC 95110953026T 95110953027T 95110953028T	RT. 2, BOX EA-38 1M2N178Y1BA065583 1M3N231K7LM001118 2M2P267Y6PC016399	FC94JX FC93JX FC95JX	DIANA TX TX TX TX	75640
LINDER TRUCKING COMPANY 95103053135T 95103053134T 95103053136T	P. O. BOX 43373 1XPCD29X3KN283379 1FUEYBYB8GH285731 J567252GL	2DW200 R37601 R37606	SEVEN POINTS TX TX TX TX	75143
PILGRIM'S PRIDE CORPORATION 95110853015T 95110853016T 95110853017T 95110853018T 95110853019T 95110853020T 95110853021T 95110853022T 95110853023T 95110853024T 95110853025T 95110853026T 95110853027T 95110853028T 95110853029T 95110853030T 95110853031T 95110853032T 95110853033T 95110853034T 95110853035T 95110853036T	P. O. BOX 93 1M2N179Y4EA089038 1M2N179Y1CA075952 1M2N179Y9FA096455 1M2N179Y3FA096158 1M2N179Y5FA096159 1M2N179Y1FA096160 R686ST61518 1M2N179Y5FA096162 1M2N179Y5BA074379 1M2N179Y1BA074380 1M2N179C3BA075471 1M2N179Y7BA075473 1M2N179C9BA075474 1M2N179Y3EA088088 1M2N179Y3FA099979 2M2N179Y8GC005417 1M2N179Y5HA006365 1M2N179Y9HA006367 1M1AA14Y8RW038352 1M1AA14Y3RW038355 1M1AA14Y5RW038356 1M1AA14Y7RW038357	R12740 R12742 R12745 R12757 R12758 R12759 R12762 R12764 R12773 R12774 R12776 R12777 R12778 R12781 R12785 R12788 R12790 R12792 R12833 R12836 R12837 R12838	PITTSBURG TX TX	75686

45 PG 111



Over Axle Weight Tolerance Permit Report
for
Upshur County
October 28 - November 10

Company Name	Address	City	State	Zip
PILGRIM'S PRIDE CORPORATION	P. O. BOX 93	PITTSBURG	TX	75686
95110853037T	1M1AA14Y9RW038358	R12839	TX	
95110853038T	1M1AA14Y9RW044595	R12844	TX	
95110853039T	1M1AA14Y0RW044596	R12845	TX	
95110853040T	1M1AA14Y2RW044597	R12846	TX	
95110853041T	1M1AA14Y4RW044598	R12847	TX	
95110853042T	1M1AA14Y6RW044599	R12848	TX	
95110853043T	1M1AA14Y9RW044600	R12849	TX	
95110853044T	1M1AA14Y0RW044601	R12850	TX	
95110853045T	1M1AA14Y9RW048002	R12851	TX	
95110853046T	1M1AA14Y0RW048003	R12852	TX	
95110853047T	1M1AA14Y2RW048004	R12853	TX	
95110853048T	1M1AA14Y4RW048005	R12854	TX	
95110853049T	1M1AA14Y9RW048016	R12855	TX	
95110853050T	1M1AA14Y7SW057593	R12627	TX	
95110853051T	1M1AA14Y1TW059969	R78694	TX	
95110853052T	1M1AA14Y4TW059965	R78700	TX	
95110853053T	1M1AA14Y8TW059967	R78692	TX	
95110853054T	1M1AA14Y9TW059962	R78696	TX	
95110853055T	1M1AA14Y0TW059963	R78697	TX	
95110853056T	1M1AA14Y6TW059966	R78698	TX	
95110853057T	1M1AA14YXTW059968	R78693	TX	
95110853058T	1M1AA14Y8TW059970	R78695	TX	
95110853059T	1M1AA14Y2TW059964	R78699	TX	
RONALD NELSON	1224 CASTLEMAN DRIVE	CEDAR HILL	TX	75104
95110953038T	4V1WDBJH9SN724551	2DN242	TX	
SOUTHERN STATES EQUIPMENT CORP	P. O. BOX 1630	CONROE	TX	77305
95103053143T	X98LVBB4140	2AN145	TX	
95103053144T	1M2N179Y5CA075954	2CS398	TX	
95103053145T	1M2N178YXBA071091	2CV192	TX	
95103053146T	1M2N179Y6CA079303	2CS399	TX	
95103053147T	1M2AA13YXNW018313	2CM711	TX	
TRANSIT MIX CONCRETE COMPANY	P. O. BOX 5187	BEAUMONT	TX	77726
95111053002T	1FU3WYB0PP470249	2EF330	TX	

Vol. 45 No. 112

Date: 11-27-95

COMMISSIONER COURT
ATTENDANCE SHEET

Name	City of Residence
Terry Winn - Glenwood WSC	Gilmer, TX
JIM SCHELL - " "	" "
Mary Kay Thomas	Big Sandy, TX
Buck Crum	Gilmer
Ann Dyer	Gilmer, TX
Betty Slocum	Gilmer
Mica Duggs	Gilmer

100 45 PC 113

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 21 AM 11:34
LUBBOCK COUNTY, TX.
BY _____
OFFICE

JACK M. FINLEY, INC. DBA PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT 811A GILMER RD. PH. 903-297-7721 LONGVIEW, TEXAS 75604		12253 88-1378/1118																
PAY TO THE ORDER OF <u>Rex A. Shaw / County Clerk</u>		DATE <u>Nov. 20, 1995</u>																
<u>One thousand eight hundred twenty and ^{no}/₁₀₀ —</u>		<u>\$ 1820 ⁰⁰/₁₀₀</u> DOLLARS																
<table border="1"> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>																		PROFESSIONAL LAND TITLE SERVICES OPERATING ACCOUNT <u>Clyde Jones</u>
THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED																		
@012253 @ 111913798 @ 9013423 @																		



13 45 FC 114



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

COMMISSIONERS COURT

PUBLIC HEARING

11-27-95

The 2nd public hearing will be held following the Special Session of Commissioners Court to consider the request by Glenwood Water Supply for the submission of an urgent need application.

FILED
REX A. SHAW
COUNTY CLERK
95 NOV 22 PM 1:22
UPSHUR COUNTY, TX.
BY _____
FIDELITY