

NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
MONDAY, DECEMBER 9, 1996, 9:00 AM, REGULAR SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take appropriate action.
4. Accept Treasurers monthly report.
5. Consider approval of payroll changes.
6. Consider any bids on property struck off for taxes.
7. Hear Jesse Allen and Maxey Swanner with a request to name roads in the Big Sandy business park.
8. Accept for recording only a right of entry agreement between Upshur County, James Schuler and TxDOT.
9. Consider adopting a resolution for the submission of an application for a grant for Safe & Drug Free Schools.
10. Consider a request by Cloddie Henson to move a deputy constable from another precinct to his.
11. Accept for recording a report from County Surveyor, Joe Cox.
12. Hear a report on delinquent tax collections from Calame, Linebarger, Graham & Pena.
13. Accept list of Holidays for 1997.
14. Discuss 911 and location.
15. Consider a grant application through the Texas Forest Service for a wooden bridge.
16. Consider setting speed and weight limits on roads in Pct. 3.
17. Consider accepting a road in Pct. 2 into the lateral road system. This is submitted by Billy Foote and will be named later.
18. Approve applications for use of Upshur County roads and right of way.

*Charles L. Still*  
Charles L. Still  
County Judge

FILED  
REX A. SHAW  
COUNTY CLERK

96 DEC -5 PM 2:55

UPSHUR COUNTY, TX  
DEPUTY

72 hour notice 12-5-96  
(In accordance with Title III of the Americans with Disabilities Act, we invite all attendees to advise us of any special accommodations due to disability. Please submit your request as far as possible in advance of the meeting you wish to attend.)

COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
MONDAY, DECEMBER 9, 1996, 9:00 AM, REGULAR SESSION

ADDENDUM

1. Accept bids on communication equipment for the Sheriffs Office.  
This was tabled at the 11-27-96 meeting.

*Charles L. Still*

Charles L. Still  
County Judge

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -6 AM 9:09  
UPSUR COUNTY, TX.  
BY *[Signature]* DEPUTY

12-9-1996  
UPSHUR COUNTY COMMISSIONER'S COURT

COMMISSIONERS COURT MET IN REGULAR SESSION WITH ALL MEMBERS PRESENT.

1. MOTION BY DAVID LOYD AND SECONDED BY TOMMY STANLEY TO APPROVE MINUTES OF THE PREVIOUS MINUTES DATED 11-27-1996. MOTION CARRIED.

2. MOTION BY DAVID LOYD AND SECONDED BY TOMMY STANLEY TO APPROVE BUDGET AMENDMENTS PRESENTED TO THE COURT BY THE COUNTY AUDITOR. AMENDMENT WAS TO CORRECT OMISSION DURING BUDGET HEARING-ADDITIONAL FUNDS FOR WILLIAM A. ROGERS, CONSTABLE OF PCT.. #2. MOTION CARRIED. COPY ATTACHED.

3. MOTION BY TOMMY STANLEY AND SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF ACCOUNTS PAYABLE DUE. MOTION CARRIED. COPY ATTACHED.

4. TREASURER'S MONTHLY REPORT TABLED UNTIL MEETING OF DECEMBER 23, 1996. MOTION TO TABLE MADE BY DAVID LOYD AND SECONDED BY TOMMY STANLEY. MOTION CARRIED.

5. MOTION BY KENNEY THOMPSON SECONDED BY DAVID LOYD TO APPROVE THE FOLLOWING PAYROLL CHANGES:  
STANLEY JENKINS-LONGEVITY INCREASE  
DENISE BERRY-LONGEVITY INCREASE  
CHARLES DANIELS-LONGEVITY INCREASE  
PAULA WHORTON-LONGEVITY INCREASE  
DONNA ROBINSON-6 MONTHS INTRODUCTORY PERIOD ENDED

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

6. NO ACTION TAKEN ON AGENDA ITEM CONCERNING BIDS FOR PROPERTY STRUCK OFF FOR TAXES.

7. JESSE ALLEN AND MAXEY SWANNER MET WITH COURT CONCERNING NAMES OF ROADS IN THE BIG SANDY INDUSTRIAL PARK. JESSE ALLEN REQUESTED THAT THE ROAD ENTERING INTO THE PARK OFF OF HWY. 155 SOUTH WHICH RUNS EAST AND WEST BE NAMED COMMERCE BLVD. AND THE ROAD WHICH RUNS NORTH AND SOUTH TO BE NAMED CORPORATE DRIVE. COURT APPROVED THEIR USING OF 111 CORPORATE DRIVE FOR THEIR MAILING ADDRESS AT THIS TIME. MOTION CARRIED. COPY ATTACHED.

8. MOTION BY KENNEY THOMPSON AND SECONDED BY TOMMY STANLEY TO APPROVE FOR RECORDING PURPOSES ONLY, RIGHT OF WAY ENTRY AGREEMENT BETWEEN UPSHUR COUNTY, JAMES SCHULER AND TXDOT. MOTION CARRIED. COPY ATTACHED.

9. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO

ADOPT A RESOLUTION FOR THE SUBMISSION OF APPLICATION FOR SAFE AND DRUG FREE SCHOOLS IN THE AMOUNT OF \$32,071.00 TO THE ETCOG AND GOVERNOR'S OFFICE OF CRIMINAL JUSTICE. CONSTABLE BILLY ROGERS WILL USE THE ADDITIONAL MONIES TO PAY FOR AN ADDITIONAL DEPUTY AND FOR A DOG TO BE USED IN THE SCHOOLS. MOTION CARRIED. COPY ATTACHED.

11. MOTION BY KENNEY THOMPSON AND SECONDED BY DAVID LOYD TO RECORD REPORT OF COUNTY SURVEYOR, JOE COX. MOTION CARRIED. MR. COX RECOMMENDED LEAVING 6 BOOKS THAT HE FOUND WHEN TAKING OFFICE IN THE OFFICE OF THE COUNTY CLERK. HE ALSO STATED THE BOOKS NEED TO BE RESTORED, AS THEY WERE LITERALLY FALLING APART.

12. THE COURT HEARD A REPORT ON DELINQUENT TAX COLLECTION FROM REPRESENTATIVES OF CALAME, LINEBARGER, GRAHAM & PENA. JUDGE STILL REQUESTED THEY PRESENT TO COURT A YEARLY REPORT EVERY DECEMBER. COPY ATTACHED.

13. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE LIST OF 1997 HOLIDAYS. MOTION CARRIED. COPY ATTACHED.

14. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO USE THE DRIVE-IN ON THE OLD GILMER NATIONAL BANK BUILDING ON A TEMPORARY BASIS FOR OFFICE OF THE 911 ADDRESSING AND MAPPING CO-ORDINATOR AND ADVISORY COMMITTEE MEETING. MOTION CARRIED. SHERIFF STATED THAT WOULD TURN EVERYTHING CONCERNING THE ADDRESSING & MAPPING OVER TO THE COURT ON DECEMBER 23, 1996. MOTION CARRIED.

15. MOTION MADE BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE GRANT APPLICATION THROUGH THE TEXAS FOREST SERVICE FOR A WOODEN BRIDGE AS A DEMONSTRATION PROJCT. MOTION CARRIED.

16. MOTION BY DAVID LOYD AND SECONDED BY TOMMY STANLEY TO APPROVE SETTING SPEED LIMIT OF 35 MILES PER HOUR AND LOAD LIMIT OF 40,000 LBS. ON PORTIONS OF ROADS (NEWLY ASPHALTED SECTIONS ONLY) IN PCT. #3. NAMES OF ROADS ARE ASPEN, ELM, COYLE, LANGFORD, WHITE FUR AND BLACK WALNUT. MOTION CARRIED.

17. AGENDA ITEM CONCERNING ACCEPTANCE OF A ROAD IN PCT. 2 INTO THE LATERAL ROAD SYSTEM TABLED UNTIL LATER DATE.

ADDENDUM: MOTION BY DAVID LOYD AND SECONDED BY GADDIS LINDSEY TO ACCEPT BID OF PROFESSIONAL TECHNICAL ASSISTANCE FOR COMMUNICATION EQUIPMENT FOR THE SHERIFF'S OFFICE. BIDS SUBMITTED WAS AS FOLLOWS:  
INTER-COUNTY COMMUNICATION-\$24,969.00  
PROFESSIONAL TECHNICAL ASSISTANCE-\$23,673.70  
MOTION CARRIED. COPIES OF BIDS SUBMITTED IN PREVIOUS MEETING DATED 11-27-1996 ATTACHED.

ITEM NOT ON AGENDA: MOTION BY GADDIS LINDSEY SECONDED BY DAVID LOYD TO PLACE INTO THE MINUTES A LETTER OF RESIGNATION FROM ROBERT CROMLEY EFFECTIVE IMMEDIATELY AS DIRECTOR OF THE 911 SERVICES. MOTION CARRIED. COPY OF LETTER ATTACHED.

18. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING PERMIT APPLICATIONS, SPECIAL ROAD USE AGREEMENTS, AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS: PERMIT APPLICATION SUBMITTED BY GREGORY SMITH TO PLACE A CULVERT WITHIN ROW OF LEMON ROAD.

PERMIT APPLICATION SUBMITTED BY R. L. NORRIS TO PLACE CULVERT WITHIN ROW OF ASPEN. TRAIL.

PERMIT APPLICATION SUBMITTED BY DOUG DAVIS TO PLACE A CULVERT WITHIN ROW OF NO NAME ROAD.

PERMIT APPLICATION SUBMITTED BY STANLEY STROUD TO PLACE CULVERT WITHIN ROW OF PECAN.

PERMIT APPLICATION SUBMITTED BY TERRY WRIGHT TO PLACE CULVERT WITHIN ROW OF DALHIA ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY ARK-LA-TEX TIMBER TO HAUL LOGS ON HOLLY AND ASPEN ROADS.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY MCSWAIN LOGGING TO HAUL LOGS ON CRABAPPLE AND CHINABERRY ROADS.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY MCCORMICK DRILLING COMPANY TO HAUL LOGS ON PELICAN ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY WARD TIMBER CO. TO HAUL LOGS ON HOLLY HOCK ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY PATTERSON AND DAVIS LOGGING TO HAUL LOGS ON POPPY ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY WARD TIMBER TO HAUL LOGS ON ASTER ROAD.

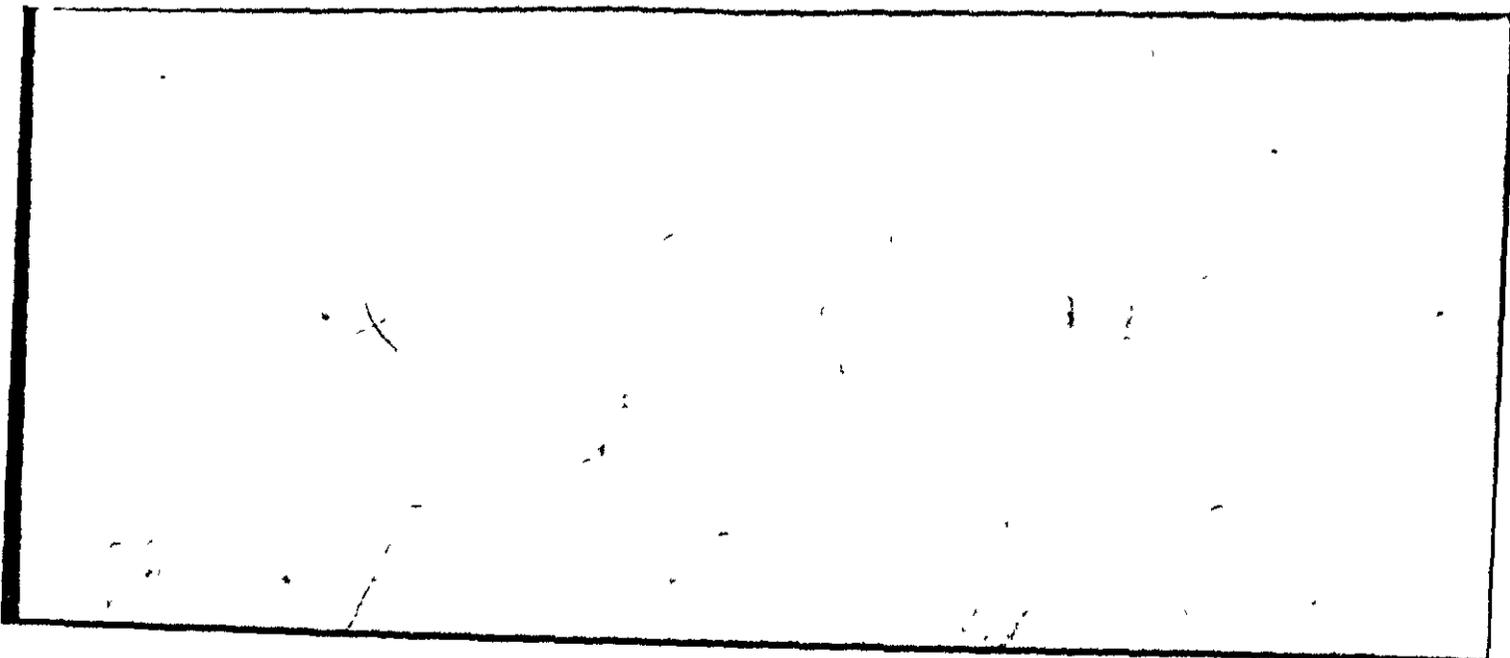
SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY WARD TIMBER TO HAUL LOGS ON MULEDEER ROAD.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LASCO TO HAUL LOGS ON JUNIPER, COTTONWOOD & POPLAR ROADS.

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY C.W. RESOURCES TO REMOVE DRILLING RIG ON REDWOOD AND POMEGRANATE ROADS.

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

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO



ADJOURN. MOTION CARRIED.  
COPY OF ATTENDANCE SHEET PLACED INTO MINUTES FOR MATTER OF  
RECORD ONLY.

Charles Still  
JUDGE CHARLES STILL

Gaddis Lindsey  
COMMISSIONER GADDIS LINDSEY

Tommy Stanley  
COMMISSIONER TOMMY STANLEY

David Loyd  
COMMISSIONER DAVID LOYD

Charles (Kenney) Thompson  
COMMISSIONER CHARLES (KENNEY) THOMPSON

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved this the 9<sup>TH</sup>  
day of DECEMBER, 1996.

Charles Still  
Charles Still, County Judge

Gaddis Lindsey  
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley  
Tommy Stanley, Comm. Pct. 2

David Loyd  
David Loyd, Comm. Pct. 3

Kenny Thompson  
Kenny Thompson, Comm. Pct. 4

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 11:54  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 12-9-96

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
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ADDITIONAL FUNDING

To:	<u>10-552 - 4502</u>	<u>500.00</u>
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Reason:

TO CORRECT OMISSION DURING BUDGET HEARINGS. ABOVE AMT = PRIOR YR BUDGET.

William A. Rogers  
Department Head PCT & CONSTABLE

Rex Shaw  
Attesty County Clerk



FILED  
 REX A. SHAW  
 COUNTY CLERK  
 96 DEC - 9 AM 11:54  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-1-96 Dept 565/C. Gil  
 Employee Stanley Jenkins  
 Social Security No. \_\_\_\_\_ Emp ID# 313

VOL 117 PG 229

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input checked="" 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: Longevity 10 years \$40/mo

Authorized by: M. Harris  
 Approved by: \_\_\_\_\_ Date: 12-06-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-1-96 Dept. 450/D. Clerk

Employee Denise Berry

Social Security No \_\_\_\_\_ Emp ID# 654

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

**REASON(S) FOR THE CHANGE(S)**

<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input checked="" 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 Longevity 3 years \$12/mo

Authorized by Myra Harris  
 Approved by \_\_\_\_\_ Date 12-06-96

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

VOL. 117 Pg. 231

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-1-96 Dept 510/C. Bldg.  
 Employee Charles Daniels  
 Social Security No \_\_\_\_\_ Emp. ID# 627

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" 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: Longevity 3 years \$12/mo

Authorized by: [Signature]  
 Approved by: \_\_\_\_\_ Date: 12-06-96

117 P.P. 232

### UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-1-96 Dept. 565/C. Jail

Employee Paula Wharton

Social Security No \_\_\_\_\_ Emp ID# 175

VOI	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

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

Comments Longevity 14 years #56/ma

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized by Crystal Harris

Approved by \_\_\_\_\_ Date 12-06-96

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

VOL 17 PG 2002

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 12-1-96 Dept Dispatch/Co. Jail  
 Employee Robinson, Donna  
 Social Security No 466-55-0647 Emp ID# 417

X	CHANGES(S)	FROM	TO
	Grade Step	14, 12	
	Rate	\$ 162500	
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input checked="" type="checkbox"/>	Hired	Re-Hired
	Introductory Period Ended	Merit Increase
	Promotion	Transfer
	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

Comments 6 month introductory period, J. Johnson position.

Authorized by:  
 Approved by: R.D. Crow Date: 12-1-96



**BIG SANDY COMMUNITY DEVELOPMENT CORPORATION**

12/4/96

Commissioners Court  
JoAnn Loftis  
P. O. Box 790  
Gilmer, TX 75644

Dear JoAnn,

I would like to respectfully request that the Big Sandy Community Development Corporation be placed on the Commissioners Court agenda for Dec. 9, 1996.

We are at the point in the development of our new business park roads that we need to assign names to them.

There are two roads at this time. If possible we would like to name the road that enters the park off of Hwy. 155 S., which runs east and west, Commerce Boulevard. We would like to name the road which runs north and south Corporate Drive.

Myself, Jesse Allen and Maxey Swanner will be available to attend the meeting on Monday, Dec. 9. If you need anymore information you can contact me at (903) 636-4011. Thank you for your attention to this matter.

Sincerely,

Karen Pierce  
Secretary, BSCDC

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
59927-AP	12/09/96	360 COMMUNICATIONS	\$165 26	\$164 13 \$1 13	SUP-ACCT#GM00318/NOV 11'96 BILLING ISP-ACCT#GM00626/OCT'96 BILLING
59928-AP	12/09/96	AMERICAN HERITAGE LIFE	\$361 23	\$361 23	CASE#47939/NOV'96 PAYROLL DEDUCTIONS
59929-AP	12/09/96	AT & T INFORMATION SYSTEMS	\$5 07	\$5 07	SUP-ACCT#014286063B001/NOV 15'96 BILLING
59930-AP	12/09/96	AW'S COUNTRY STORE	\$107 88	\$14 05 \$75 00 \$18 83	PCT#1-GASOLINE PCT#1-GAS; GLOVES PCT#1-GASOLINE
59931-AP	12/09/96	BAILEY SUPPLY, INC	\$442 03	\$442 03	CO BLDG-FLO PLUG; WASHER, ACORN CARTRIDGES, O-RING, SCREWDRIER
59932-AP	12/09/96	BILL WM. W GROCAN, D D S	\$340 00	\$340 00	CO JAIL-DENTIST/TAYLOR; JOHNSON; RINEHART&RAY 10/8/96
59933-AP	12/09/96	BISHOP & BISHOP, P C.	\$250 00	\$250 00	D CT-CAUSE#11.765&67 MICHAEL CLAY WALLER
59934-AP	12/09/96	BLAZER RESOURCES, INC	\$8,125 00	\$3,125 00 \$5,000.00	PCT#2-CUST#2611/ROAD OIL(125 BBL@ \$25 00) PCT#1-CUST#2611/ROAD OIL(200 BBL@ \$25 00)
59935-AP	12/09/96	BRAD MORIN	\$750 00	\$250 00 \$250 00 \$250 00	D CT-CAUSE#11.484 ERIC ARP D CT-CAUSE#F96-2240-F2/JESSE ANGULO D CT-CAUSE#11.023/OLAN D JOHNSON
59936-AP	12/09/96	BULFINCH CUSTODIAL SERVICE	\$3,203 77	\$3,203 77	DEC '96 JANITORIAL CONTRACT
59937-AP	12/09/96	CALAME, LINEBARGER&GRAHAM	\$5,751 90	\$5,751 90	CO TAX-OCT'96 DELINQUENT TAX ATTY FEES
59938-AP	12/09/96	CENTRAL UNITED LIFE INSURANC	\$2,226 73	\$1,120 06 \$1,106.67	GROUP#4269/OCT'96 PAYROLL DEDUCTIONS GROUP#4269/NOV'96 PAYROLL DEDUCTIONS
59939-AP	12/09/96	CERTIFIED	\$637 05	\$275 20 \$361 85	CO CTH&J CTR-CHEMICALS FOR SPRAYER PCT#4-PUNCTURE PROOF, TIRE SEAL PUMP; SHIPPING
59940-AP	12/09/96	CHEROKEE COUNTY	\$168 00	\$168 00	CO CT-CAUSE#MI#19041(JAMES GOODGAME)/COMMITMENT-RUSK ST. HOSP
59941-AP	12/09/96	CHEVRON U S A INC	\$100 14	\$100 14	SUP&CCP-ACCT#7898789859/NOV 25'96 BILLING
59942-AP	12/09/96	CHRISTIE HALLMAN	\$175 92	\$175 92	CO TAX-REIMBURSE/348mi@ 29ea; REGIST(WINDOWS 3 1)
59943-AP	12/09/96	CITY DRUG COMPANY	\$6 62	\$6 62	SUP-PICTURES
59944-AP	12/09/96	CLIFF'S FOOD MARKET	\$101 26	\$11 37 \$10 98 \$13 06	PCT#1-OIL PCT#1-GLOVES PCT#1-GLOVES

YES NUMBER



Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
59961-AP	12/09/96	GADDIS LINDSEY	\$24 65	\$24 65	COMM CT-REIMBURSE/85mi@ 29ea(TAC SELF-DEFENSE@TYLER)
59962-AP	12/09/96	CALL'S INC	\$5,241 14	\$616 14	CD S-(1)LIGHTBAR W/ACCESSORY PK
				\$1,045 64	CD S-STROBES, 60WATT FLASH POWER SUPPLY, MAG CHARGER, SIREN
				\$742 28	CD S-FED 100WT SIREN, SPEAKERS, WIC MAG, MAG CHARGERS
				\$636 97	CD S-LIGHTBAR W/ACCESSORY PK
				\$356 46	CD S-PLEXIGLASS BODYGUARD SHIELD/SCREEN
				\$353 54	CD S-PLEXIGLASS BODYGUARD SHIELD/SCREEN
				\$723 90	CD S-FOREWARN SPEAKER, HI OUTPUT STROBES, TUBES, FLASHER
				\$388 91	SUP-PORTABLE FINGERPRINT STATION RETABVS
				\$128 96	CD S-(3)LOWER EXTENSION PANELS/'96 CROWN VIC
				\$125 83	CONST#4-EQUIPMENT & ACCESSORIES FOR LIGHT BAR
				\$122 51	CD S-RIOT DUTY HELMET/'96 CROWN VIC
59963-AP	12/09/96	GAYLORD BROS , INC	\$88 50	\$88 50	CD LIB-REPLACEMENT DATE PLATES, RIBBONS; SHIPPING
59964-AP	12/09/96	GENERAL TELEPHONE COMPANY	\$1,887 57	\$1,620 00	NON DEPT-ACCT#3000000000537/ANNUAL SERVICE AGREEMENT
				\$38 21	TELE COMM-#1FD-3891/NOV 19'96 BILLING
				\$32 06	CO TAX-#1FD-2004/NOV 19'96 BILLING
				\$118 26	TELE COMM-#1LA-3893/NOV 19'96 BILLING
				\$35 01	TELE COMM-#1LA-3894/NOV 19'96 BILLING
				\$35 01	TELE COMM-#1LA-3895/NOV 19'96 BILLING
				\$9 02	CD S-#1BA-2703/NOV 19'96 BILLING
59965-AP	12/09/96	GEORGE P BANE, INC	\$118 18	\$118 18	PCT#3-COUPLING CHAIN & BLADES FOR BOOMAX
59966-AP	12/09/96	GILMER DISCOUNT TIRE	\$37 95	\$37 95	PCT#2-#210/ALIGNMENT, ROTATION
59967-AP	12/09/96	GILMER DRUG COMPANY	\$243 46	\$61 73	CD JAIL-B SHAW, W BROWN, V FOSTER/PRESCRIPTIONS
				\$24 50	CD JAIL-FONZELL JACKSON/PRESCRIPTION
				\$113 31	CD JAIL-T BRINKLEY; R HOSKINS; J ODOM/PRESCRIPT IONS
				\$31 61	CD JAIL-JESUS ANGELO/PRESCRIPTION
				\$103 14	CD JAIL-K PETRICK; O BROWN/PRESCRIPTIONS
				\$32 80	CD JAIL-VICTOR FOSTER/PRESCRIPTION
				\$33 41	CD JAIL-RONALD BROWN/PRESCRIPTION
				\$157 04CR	CD JAIL-JASON WILSON/PRESCRIPTIONS PD BY MEDICAID
59968-AP	12/09/96	GILMER NATIONAL BANK	\$8,273 20	\$8,273 20	QTRLY PAYMENT FOR ONS PROPERTY 12/14/96
59969-AP	12/09/96	GILMER OFFICE CENTER	\$217 67	\$12 55	SUP-(1)3-HOLE PUNCH
				\$5 62	CD AUD-LABELS
				\$199 50	I C -9 1/2 X 11 COMPUTER PAPER

PRINTED AT 11:13

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
59970-AP	12/09/96	GILMER PRIMARY CARE-RHC	\$410 00	\$410 00	CO JAIL-ACCT#UPSHING07/INHATES MED 7/26-8/22/96
59971-AP	12/09/96	GLENDIA GRANT	\$24 94	\$24 94	SUP-REIMBURSE/56mi@ 29ea 11/96
59972-AP	12/09/96	H&D TIRE & AUTOMOTIVE	\$2,036 78	\$77 78	PCT#2-PCT#2-LIFT MOTOR, LIFT MOTOR CORE CHG
				\$52 84	PCT#3-MUD FLAPS, MUD FLAPS, DAMPER
				\$42 50	PCT#1-BOOT FOR TIRE, TUBE
				\$48 13	PCT#1-WATER PUMP, CORE CHARGE
				\$379 06	PCT#1-TIRES, RECYCLE FEE, TUBES
				\$6 95	CO BLDG-OIL
				\$0 53	CO BLDG-TEFLON TAPE
				\$3 48	CT HSE-DRILL BITS, SCREW
				\$138 48	PCT#1-FUEL FILTERS, SOLONOID, MUD FLAP
				\$10 69	CO S-KEY, ENGINE CLEANER, WIRE TERMINALS
				\$29 16	PCT#3-LABOR, SCREWS, NUTS & WASHERS, STOVE PIPE COLLAR, VENT CAP, PIPE STRAPS, FITTINGS
				\$3 05	CT HSE-BLACK LAQUER
				\$17 00	PCT#1, 2, 3&4-TUBE FOR BOMAG; PCT#1, 2, 3&4-TUBE FOR BOMAG; PCT#1, 2, 3&4-TUBE FOR BOMAG, PCT#1, 2, 3&4-TUBE FOR BOMAG
				\$6 64	CT HSE-ELECTRICAL PLUGS
				\$55 66	PCT#3-MODULE, PIPE WRAP, AIR FILTER
				\$31 38	PCT#3-SCREWS, JIG SAW
				\$2 93	CT HSE-DIESEL CONDITIONER
				\$54 70	PCT#3-HYDRAULIC FITTINGS (4), HYDRAULIC HOSE
				\$8 79	PCT#3-STOVEPIPE ELBOWS (2)
				\$25 40	PCT#2-COIL, SOCKET
				\$3 95	CO BLDG-KEYS
				\$251 99	PCT#2-MODULE, PICKUP, PIPE INSULATION, TIRES, RECYCLE FEE
				\$5 56	PCT#4-STAMPS
				\$10 97	CO BLDG-CLEAR TUBING; OIL DRAIN PAN
				\$24 08	PCT#3-ANGLE STEEL, BELTS
				\$0 88	PCT#3-NAILS
				\$7 92	PCT#2-THERMOSTAT; DOOR STOP
				\$7 33	PCT#2-THERMOSTAT
				\$4 02	CO BLDG-GLASS FUSES; HAND CLEANER
				\$52 50	PCT#1-TOWELS
				\$395 71	PCT#1-TIRE, RECYCLE FEE
				\$35 36	PCT#1-SENSOR
				\$12 07	PCT#3-SCREW, RAZOR SCRAPER, ORANGE TAPE
				\$54 49	PCT#4-CHAIN, RDPE CLIPS, CABLE, GLOVES, HAND CLEANER
				\$180 80	PCT#4-TIRES; RECYCLE FEE, LABOR
59973-AP	12/09/96	HANDY MART GRO	\$33 49	\$33 49	PCT#1-DIESEL
59974-AP	12/09/96	HANNAH JAMISON	\$10 87	\$10 87	NDN DEPT-REIMBURSE/37 5mi@ 29ea. (TRIPS TO

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					POST OFFICE)
59975-AP	12/09/96	HART INFORMATION SERVICES, I	\$83 54	\$83 54	CO JUDGE-CUST#14769/MENTALLY RETARDED PROCEEDINGS, SHIPPING
59976-AP	12/09/96	HERBERT L YOUNG	\$2,238 86	\$1 89 \$2,236 97	CO S-TICKET#6339734 CO S-(319)gals LEAD REG(1735)gals UNLEAD PREM GAS
59977-AP	12/09/96	I DEAL COMPUTERS, INC	\$5,226 00	\$1,742 00 \$1,742 00 \$1,742 00	SUP-COMPUTER WORKSTATION, MONITOR, MOUSE, CD ROM SUP-COMPUTER WORKSTATION, CD ROM, MONITOR SUP-COMPUTER WORKSTATION, CD ROM, MONITOR
59978-AP	12/09/96	INDUSTRIAL ELECTRONIC SUPPLY	\$60 45	\$3 25 \$57 20	J CTR-CUST#089051/MICROSWITCH J CTR-CUST#089051/MICROSWITCHES(15)
59979-AP	12/09/96	INDUSTRIAL POWER	\$330 94	\$330 94	J CTR-CUST#0167300/ENGINE HEATER, TRIP, LABOR
59980-AP	12/09/96	INNOVATIVE OFFICE	\$150 00	\$150 00	CO LIB-TONER CARTRIDGE
59981-AP	12/09/96	INTERNATIONAL SUPPLY	\$58 20	\$58 20	J CTR-(4)BEMIS 1955C BLK ELONGATED RIM SEAT
59982-AP	12/09/96	JAN WILLIAMS	\$16 55	\$16 55	CO LIB-REIMBURSE/40mi@ 29ea. (MEETING@HANKINS)
59983-AP	12/09/96	JEFFERSON JIMPLECUTE	\$44 65	\$44 65	SUP-(1000)#10 ENVELOPES
59984-AP	12/09/96	K & S KWIK STOP	\$22 15	\$22 15	D A-KENNETH HOLLINGSWORTH/HOT CK RESTITUTION
59985-AP	12/09/96	K&S KWIK STOP	\$15 58	\$13 33 \$2 25	CO BLDGS-GASOLINE CO BLDGS-GASOLINE
59986-AP	12/09/96	KARMEN STEELMAN	\$12 91	\$12 91	COMPUTER-REIMBURSE/44 5mi@ 29ea(I DEAL@LONOVIEW)
59987-AP	12/09/96	KIM'S KWIK STOP	\$35 50	\$35 50	FEER-NOV'96 MONTHLY GAS CHARGES
59988-AP	12/09/96	KIRBY RESTAURANT SUPPLY	\$110 00	\$110 00	CO JAIL-ACCT#7009/DISHWASHER SERVICE 07/28/96-08/24/96
59989-AP	12/09/96	KNOWLES LAW BOOK PUBLISHING,	\$35 00	\$35 00	D A-(10)SETS CRIMINAL NOTEBOOK TABS
59990-AP	12/09/96	LAFINCA FOODS	\$20 00	\$20 00	D A-SHIRLEY L SMITH/HOT CK RESTITUTION
59991-AP	12/09/96	LAUREN PARISH	\$311 18	\$311 18	DEC '96 JUVENILE PROBATION BOARD
59992-AP	12/09/96	LAW OFFICES OF CHARLES H CLA	\$205 99	\$205 99	NON DEPT-REF 7004756/JESSE JACKSON 10/3-23/96
59993-AP	12/09/96	LESLIE'S SMALL ENGINES	\$372 87	\$72 92 \$299 95	PCT#1-DILER, LABOR PCT#1-SAW TO REPLACE STOLEN ONE

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
59994-AP	12/09/96	LINDA CARROLL, CSR/RPR	\$640 00	\$480 00 \$160 00	D CT-COURT REPORTING 11/20/96 D CT-COURT REPORTING 11/21/96
59995-AP	12/09/96	LONOVIEV ASPHALT INC	\$3,051 31	\$1,250 12 \$644 22 \$356 97 \$800 00	PCT#3-CUST#221773/OIL DIRT(46 30 TON @ \$23 50); HAULING PCT#3-CUST#221773/OIL DIRT(23 86 TON @ \$23 50) PCT#2-CUST#221772/OIL DIRT(15 19 TON @ \$23 50) PCT#1-CUST#221771/HAULING
59996-AP	12/09/96	LONOVIEV CANVAS PRODUCTS	\$35 00	\$35 00	CO BLDGS-ACCT#UD16/REPAIR FLAG
59997-AP	12/09/96	H R. FATTON	\$75 00	\$75 00	CO CT-DETENTION HEARING/J C 11/21/96
59998-AP	12/09/96	MARK MOORE	\$500 00	\$500 00	CO S-(3)LIGHT BARS, CAGES, RADIO, EQUIP (NEW CARS)
59999-AP	12/09/96	MELINDA SMITH	\$293 36	\$293 36	JUV PROB-REIMBURSE/B62mi @ 29ea; MEALS 10&11/96
60000-AP	12/09/96	METROPLEX EMERGENCY	\$237 00	\$237 00	CO JAIL-JESUS ANGELO/PHYSICIAN 11/7/96
60001-AP	12/09/96	MICHAEL MARTIN, ATTY	\$250 00	\$250 00	D CT-CAUSE#J-28-96 J C B
60002-AP	12/09/96	MICHEAL SMITH	\$541 38	\$541 38	CO TAX-REIMBURSE/390mi @ 29ea, MEALS, BOOK
60003-AP	12/09/96	MICROMARKETING ASSOCIATES	\$115 50	\$115 50	CO LIB-(10 VOL SET)SCARRY SERIES
60004-AP	12/09/96	MID-CONTINENT LIFE INSURANCE	\$36 00	\$36 00	#01153 NOV '96 PAYROLL DEDUCTIONS
60005-AP	12/09/96	MILTON WYLIE	\$202 68	\$202 68	ISP-REIMBURSE/631mi @ 29ea, MEAL 11/96
60006-AP	12/09/96	NANCY THOMPSON	\$3 23	\$3 23	CO LIB-REIMBURSE/MEAL@HAWKINS MEETING
60007-AP	12/09/96	NATIONAL FAMILY CARE	\$172 05	\$172 05	ID#3152 NOV '96 PAYROLL DEDUCTIONS
60008-AP	12/09/96	NATIONSBANK OF DELAWARE, N A	\$1,231 66	\$1,231 66	SUP&CCP-ACCT#1155-1155/NOV 24'96 BILLING
60009-AP	12/09/96	OFFICE DEPOT, INC	\$281 15	\$281 15	SUP-ACCT#6011564202761994/SUPPLIES
60010-AP	12/09/96	OTIS ELEVATOR COMPANY	\$170 51	\$170 51	TY787748EC96/ELEVATOR MAINT 12/1-31/96
60011-AP	12/09/96	PATHOLOGY ASSOC	\$80 00	\$80 00	CO JAIL-DANNA COMSTOCK/MEDICAL 10/14/96
60012-AP	12/09/96	PATRICIA HARRISON	\$180 00	\$90 00 \$90 00	CO CT-COURT REPORTING 11/21/96 CO CT-COURT REPORTING 11/26/96
60013-AP	12/09/96	PAULA GENTRY	\$75 00	\$75 00	CO TAX-REIMBURSE/REGIST FEE(WINDOWS 3 1)
60014-AP	12/09/96	PEGUES - HURST MOTOR CO	\$534 60	\$15 96	PCT#3-FUEL PUMP FOR TRUCK#311

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ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

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Check #.	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$370 00	PCT#3-SERVICE CALL & LABOR-UNIT 315
				\$131 72	PCT#1-ROTOR,OIL SEAL
				\$16 92	PCT#3-AIR DIAPHRAM FOR UNIT #334
60015-AP	12/09/96	PITNEY BOWES	\$121 50	\$121 50	NON DEPT-#958232001/J CTR METER,12/16/96-3/15/97
60016-AP	12/09/96	PRITCHETT WATER SUPPLY CORP	\$22 74	\$22 74	PCT#1-ACCT#1406/NOV 26'96 BILLING
60017-AP	12/09/96	PRO-MED OFFICE SYSTEMS	\$981 51	\$708 85	SUP-(315)CLASSIFICATION FOLDERS
				\$272 66	CD S-FOLDERS,FREIGHT
60018-AP	12/09/96	PROFESSIONAL TECHNICAL ASSIS	\$149 50	\$100 00	PCT#1-BATTERY FOR PORTABLE, PART; LABOR
				\$49 50	PCT#1-ANTENNAS
60019-AP	12/09/96	GULL CORPORATION	\$59 00	\$59 00	I C -DATA BINDER INDEXES; FULL YEAR WALL CALENDAR, HEAVY DUTY STAPLES, STAPLE REMOVER; DRYLINE APPLICATOR REFILL; DUST-OFF PLUS
60020-AP	12/09/96	RANDY REEVES	\$265 56	\$265 56	CD EXT-REIMBURSE/620mi@ 29ea; MEALS, REG FEE 11/96
60021-AP	12/09/96	REX SHAW	\$358 68	\$358 68	CD CLK-REIMBURSE/532mi@ 29ea; MEALS, LODGING(VI TAL STATISTICS)
60022-AP	12/09/96	RICK'S TIRE SERVICE	\$120 00	\$35 00	PCT#1-SERVICE CALL; FLAT REPAIR
				\$55 00	PCTS#1, 2, 3, 4-SERVICE CALL; FLAT REPAIR; TIRE MOUNTS
				\$30 00	PCT#1-SERVICE CALL; TIRE MOUNT
60023-AP	12/09/96	SAM'S WHOLESALE	\$160 00	\$160 00	SUP-#228295515&4557566668/'96-97 MEMEBRSHIP FEES
60024-AP	12/09/96	SCHMAAB, INC	\$108 40	\$10 90	D CLK-2 MARKING DEVICES
				\$40 70	CD CLK-STAMP; SHIPPING
				\$56 80	CD CLK-(13)PAD/INK ITEMS
60025-AP	12/09/96	SHANE JACKSON	\$125 62	\$125 62	CCP-REIMBURSE/422mi@ 29; MEAL 11/96
60026-AP	12/09/96	SHIRLEY L. SMITH	\$17 06	\$17 06	D A-OVERPAYMENT DN HOT CK RESTITUTION TO LAFINCA
60027-AP	12/09/96	SKINNER RADIATOR SHOP	\$40 00	\$40 00	PCT#3-RADIATOR REPAIR
60028-AP	12/09/96	SOUTHWEST GRAPHIC SYSTEMS	\$393 95	\$393 95	CD S-(4)RLS GREEN REFLECTIVE TAPE
60029-AP	12/09/96	SOUTHWESTERN BELL TELEPHONE	\$169 33	\$169 33	SUP&TELE COMM-#665-3909/NOV 15'96 BILLING
60030-AP	12/09/96	SOUTHWESTERN ELECTRIC POWER	\$106 50	\$106 50	CD CTH-ACCT#1673/ST LIGHTS DEC 5'96 BILLING

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

PAGE 8

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
60031-AP	12/09/96	SPRINT	\$17 15	\$17 15	ISP&TELE COMM-ACCT#131782320/NOV 18'96 BILLING
60032-AP	12/09/96	SWANNER'S	\$170 20	\$170 20	D A-DAMN O'BRIEN/HOT CK RESTITUTION
60033-AP	12/09/96	TERRI ROSS	\$2 88	\$2 88	D CT-REIMBURSE/PHONE CORD
60034-AP	12/09/96	TEXAS COMMISSION ON ALCOHOL	\$25 00	\$25 00	CCP-(30)CERTIFICATES&LITERATURE
60035-AP	12/09/96	TEXAS CRIMINAL DEFENSE	\$75 00	\$75 00	D A-(1)YR SUBSCRIPTION
60036-AP	12/09/96	TEXAS DIST & CO ATTY ASSOC	\$30 00	\$25 00	DA-DUES FOR CAROLYN JONES DA-DUES FOR EVELYN JONES
60037-AP	12/09/96	TEXAS LEGAL DIRECTORY	\$58 00	\$58 00	D CT-(1)1997 TEXAS LEGAL DIRECTORY
60038-AP	12/09/96	TEXAS STEEL CULVERT CO, INC	\$3,892 05	\$1,432 80 \$1,086 50 \$1,372 75	PCT#2-CUST#01-29556000/CULVERTS(8) PCT#3-CUST#01-29556000/CULVERTS(2)48''X25' PCT#4-18" GALVANIZED CULVERT, 48"CULVERT, 18" BAND
60039-AP	12/09/96	THE RELIABLE CORPORATION	\$85 75	\$19 23 \$34 54 \$31 98	IC-DATA BINDERS, HANDLING IC-SPIRAL, CALENDAR, LIG PAPER IC-2 GET IT DONE SPIRALS
60040-AP	12/09/96	TODD PARISH	\$68 50	\$24 94 \$15 43 \$28 13	WASTE GRANT-REIMBURSE/86mi@ 29ea(PATROL) WASTE GRANT-REIMBURSE/53 2mi@ 29(PATROL) WASTE GRANT-REIMBURSE/97mi@ 29ea(PATROL)
60041-AP	12/09/96	TRANSPORT LIFE INSURANCE COM	\$349 25	\$349 25	GROUP K44/NOV'96 PAYROLL DEDUCTIONS
60042-AP	12/09/96	UNDERWOOD REPORTING	\$80 00	\$80 00	D CT-HALF DAY OF REPORTING/11/15/96
60043-AP	12/09/96	UNITED STATES POSTAL SERVICE	\$3,000 00	\$3,000 00	NON DEPT-POSTAGE FOR METER
60044-AP	12/09/96	UNIVERSAL TIME EQUIPMENT COM	\$412 00	\$167 00 \$245 00	J CTR-CUST#UPC00001/DETECTORS, DETECTOR BASES J CTR-CUST#UPC00001/LABOR ON DETECTORS
60045-AP	12/09/96	UNIVERSITY PROCUREMENT, INC	\$32 30	\$32 30	SUP-FINGERPRINT PADS
60046-AP	12/09/96	UPSHUR COUNTY	\$44 02	\$44 02	SUP-REIMBURSE/GTE LONG DISTANCE BILL 11/13/96
60047-AP	12/09/96	UPSHUR COUNTY AMBULANCE SERV	\$1,000 00	\$500 00 \$500 00	CO JAIL-ACCT#PAT-012104/RALPH SALTER-JAIL TO ET. MED PITTSBURG CO JAIL-ACCT#PAT-012136/TRANSPORT MACK VENTERS-JAIL TO REGIONAL HOSP
60048-AP	12/09/96	UPSHUR COUNTY SESQUICENTENNI	\$11,287 00	\$11,287 00	HISTORY COMM-ACCT#6221777/FAMILY HISTORY BOOK
60049-AP	12/09/96	UPSHUR-RURAL ELECTRIC COOP	\$134 53	\$58 71	PCT#3-ACCT#902475306/DEC 3'96 BILLING

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made From 12/09/96 thru 12/20/96

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$68 09	PCT#1-ACCT#31885226/DEC 5'96 BILLING
				\$7 73	WASTE-ACCT#10793251/DEC 5'96 BILLING
60050-AP	12/09/96	VALU-LINE	\$543 62	\$543 62	TELE COMM-ACCT#87390/DEC 1'96 BILLING
60051-AP	12/09/96	VARNADO FEED SERVICE	\$48 95	\$5 95	CO BLDGS-CORN
				\$43 00	J CTR-2 BAGS RYE SEED; 2 FERTILIZER
60052-AP	12/09/96	VIKING OFFICE PRODUCTS	\$164 73	\$164 73	I.C.-OKIDATA PRINTER RIBBONS; DAYRUNNER POCKET PLANNER; GIANT DESK PAD CALENDAR; WEEKLY APPOINTMENT BOOK; INSURANCE
60053-AP	12/09/96	WAL-MART #146	\$109 04	\$109 04	D A-DAWN O'BRIEN/HOT CK RESTITUTION
60054-AP	12/09/96	WALKER'S AUTO SALES	\$5,000 00	\$5,000 00	WASTE GRANT-'84 CHEVY SILVERADO PICKUP TRUCK
60055-AP	12/09/96	WALMART STORE #146	\$72 28	\$27 93	SUP-CAMERA KIT, BATTERY
				\$24 37	D JUDGE-ACCT#188/CUPS; COFFEEMAKER; COFFEE
				\$19 96	COMM CT-RECORDER TO RECORD COURT SESSIONS
60056-AP	12/09/96	WHOLESALE SUPPLY COMPANY	\$110 74	\$110 74	D CLK-ACCT#02-283342/SHREDDER
60057-AP	12/09/96	WILLIAM MCCAY	\$93 96	\$93 96	SUP-REIMBURSE/324mi@ 29ea; 11/96
60058-AP	HC 12/10/96	GILMER NATIONAL BANK	\$900,000 00	\$400,000 00	CD#12904 PURCHASED@5 28%(52days)TD MATURE 1/31/97
				\$500,000 00	CD#12905 PURCHASED@5 28%(62days)TD MATURE 2/10/97
60059-AP	HC 12/12/96	NADRA MURPHY	\$150 00	\$150 00	CD JAIL-EXPENSE FOR PRISONER@STOCKTON, CA
60060-AP	HC 12/12/96	GILMER CABLE TV CO., INC	\$597 00	\$597 00	NON. DEPT-ACCT#15446/RADIO MAINT 12/96
60061-AP	HC 12/12/96	CASE CREDIT	\$11,448 05	\$11,448 05	ACCT#0076065 00003/PCT#2(6640 FORD TRACTOR/MOWER
Total for AP - ACCOUNTS PAYABLE			\$1,008,700.39		

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 12/09/96 thru 12/20/96

PAGE 10

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
373-INS	HC 12/10/96	GILMER NATIONAL BANK	\$75,000 00	\$75,000 00	CD#12906 PURCHASED@5 28%(62days) TO MATURE 2/10/96
374-INS	HC 12/11/96	HEALTHCARE PARTNERS	\$18,015 06	\$18,015 06	12/96 GROUP UPS01 MONTHLY COSTS
375-INS	HC 12/12/96	HEALTHCARE PARTNERS HEALTH P	\$4,652 95	\$4,652 95	UPS01/CLAIMS CUT OFF 12/05/96
376-INS	HC 12/12/96	BEHRENS INCORPORATED	\$1,000 99	\$1,000 99	GROUP#160; PAYMENT REGISTER DATED 12/06/96
Total for INS - INSURANCE			\$98,669 00		
Grand Total			\$1,107,369 39		

*Charles L. Still*  
 COUNTY JUDGE, CHARLES L. STILL

*David Lindsey*  
 COMMISSIONER PCT01, DAVID LINDSEY

*Tommy Stanley*  
 COMMISSIONER PCT02, TOMMY STANLEY

*David Loyd*  
 COMMISSIONER PCT03, DAVID LOYD

*Charles K. Thompson*  
 COMMISSIONER PCT04, CHARLES K. THOMPSON

Vol 177 Page 10

**RIGHT OF ENTRY AGREEMENT**

This is an agreement between Upshur County, Texas Department of Transportation, and James Schuler (landowner) under which the County, Texas Department of Transportation and its contractors or agents are granted access to certain parts of the owners' property in order to facilitate bridge removal, repair and construction.

**AGREEMENT AS FOLLOWS:**

1. **RIGHT OF ENTRY:** The owner grants to Upshur County, Texas Department of Transportation, its contractor or agents the limited right of entry, access across, and entry over that certain property owned by James Schuler, in the area adjacent to the Sabine River on an Upshur County Road known as River Road (TxDOT Road #425). The area is described as being 50 feet on either side of the established right of way of the said road and extending from the water edge of the river to the proposed north bridge abutment. Then continuing along said road for a distance of 300 feet from the north bridge abutment.
2. **PROVISIONS:** The abutment of the new bridge will have rock riprap protecting it. This riprap will extend on each side of the abutment and possibly into the easement area. This will be a permanent part of the new bridge structure. It is agreed by all agents involved in the removal of the old bridge and the construction of the new bridge that no vegetation or trees will be removed except what is absolutely necessary to complete the project.
3. **INDEMNITY:** The Texas Department of Transportation agrees to require its contractors or agents to indemnify and hold the owners harmless from all loss, liability, claims, lawsuits, and related expenses (including reasonable attorneys fees) arising from bodily injury, including death, to any person, or property damage caused, in whole or in part, by the negligence or misconduct of the Department, its agents, contractors or invitees (collectively "Agents") which was alleged to have occurred while the Department or said Agents are on the owners' property, except to the extent said claims, etc., are held to have been caused by the active negligence or misconduct of the owners (unrelated to the condition of the owners' land). The Department also agrees to repair any damage to the owners' area covered by this Agreement and to leave it in the same condition as when given.
4. **AGREEMENT PERIOD:** This agreement becomes effective upon final execution by the Department and shall remain in effect until the bridge construction project is completed and the Department's contractor is released.

**OWNER:** James Schuler  
 Executed this 24 day of Nov, 1996.  
 By: James Schuler

**DEPARTMENT:** Texas Department of Transportation  
 Executed this 24<sup>th</sup> day of Nov, 1996  
 By: A. G. Adams

**UPSHUR COUNTY:** Executed this 22 day of November, 1996.  
 By: Charles F. Hill  
 County Judge, Upshur County

VAL 47 PG 246

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:36  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

RESOLUTION

WHEREAS, THE MEMBERS OF THE UPSHUR COUNTY COMMISSIONERS' COURT  
HEREBY ACCEPT THE SUBMISSION OF APPLICATION FOR SAFE AND DRUG  
FREE SCHOOLS IN THE AMOUNT OF \$32,071.00 TO THE EAST TEXAS  
COUNCIL OF GOVERNMENTS AND THE GOVERNOR'S OFFICE OF CRIMINAL  
JUSTICE.

DONE AND ENTERED ON THIS THE 9TH DAY OF DECEMBER, 1996.

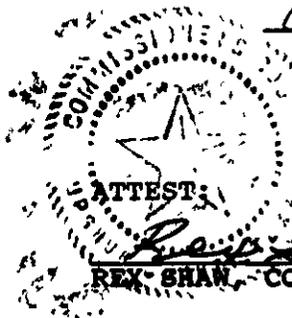
Charles Still  
CHARLES STILL, COUNTY JUDGE

Gaddis Lindsey  
GADDIS LINDSEY, COMMISSIONER, PCT. 1

Tommy Stanley  
TOMMY STANLEY, COMMISSIONER, PCT. 2

David Loyd  
DAVID LOYD, COMMISSIONER, PCT. 3

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



ATTEST:  
Rex Shaw  
REX SHAW, COUNTY CLERK

VOL. 47 PG. 248

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:36  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

JOE H. COX

VOL. 47 PG. 249

ENGINEERING

Reg Professional Engineer  
Genesis 11 4-6

P.O. Box 357



SURVEYING

Reg Public Surveyor  
Deuteronomy 25 15

Gilmer, Texas 75644

Tel. (903) 762-6262

November 27, 1996

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

Re: COUNTY SURVEYOR'S REPORT

Gentlemen:

Per your request, this is the written report of the County Surveyor's Office which was heretofore reported individually to each Commissioner:

Lease and/or purchase applications have been filed for a called approximate 55.35 acres, believed by applicants to be unsurveyed land belonging to the public free school fund. Fees collected by this office total 65 dollars (\$65.00).

In addition to the above, which was reported in open court this date, it may be helpful for the Court to know the following:

Miscellaneous staking jobs requested by the Court, with the exception of the Indian Rock Park, have all been completed, without charge to the County. For your information, my out-of-pocket labor costs for one of those jobs amounted to \$124.00. My wife assisted with another job, and thus my pocket remained empty upon completion of same.

The court will recall that the County Auditor's office heretofore inventoried all property and records which it could find pertinent to the County Surveyor's Office, and that same consisted of a total 6 books stored in the County Clerks Office. Some of those books are literally falling apart, and steps for their preservation are needed, for which the Surveyor's Office simply does not have the funds. In addition, one of those books is full, and should further Applications or Field Notes be submitted, a difficulty will be encountered. Inasmuch as the desk drawer which the Court has furnished for the

VOL. 47 PG. 250

County Surveyor's Office will not hold those books, I see no alternative to leaving same in the custody of the County Clerk's Office. The entire County Clerk's office, and particularly Mrs. Rene Morris, should be commended by the Court for their diligence in the keeping of these records.

I believe that the Court is aware of the serious need for a County Monumentation project.

Respectfully Submitted

*Joe H. Cox*

Joe H. Cox,  
County Surveyor

VOL 47 PG 251

FILED  
REX A. SHAW  
CLERK  
96 DEC -9 AM 10:36  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

**UPSHUR COUNTY REPORT  
DECEMBER 9, 1996**

**Suit Activity (Period covered from December 1, 1993 to December 1, 1996):**

New Suits and Interventions filed: 141 on 186 parcels for a total of \$260,274.

Non-Suits (Dismissals) filed 58 cases on 67 parcels for a total of \$95,279.

Judgments taken: 130 cases on 189 parcels for \$336,640.

Judgments released 25 cases on 45 parcels for \$131,226.

Tax sales: 40 cases on 51 tracts for \$82,551.

Pending petitions and interventions as of 12-1-96

182 cases on 294 parcels for \$409,014.

*(Note: 66 (23%) of these suits are on installment agreement.  
Broken down, 63 for Upshur Co orig. petitions or 40% on  
installment; 3 for Upshur Co. as Intervenor or 18% on  
installment)*

Pending judgments

106 cases on 151 parcels for \$182,568.

*(Note 22 (21%) of these suits are on installment agreement.  
31 (29%) currently scheduled for upcoming tax sale)*

FILED  
REX A. SHAW  
COUNTY CLERK

96 DEC -9 AM 10:35

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

1997 HOLIDAYS

New Years Day	Wednesday	January 1, 1997
M. L. Kings Birthday	Monday	January 20, 1997
Presidents Day	Monday	February 17, 1997
Good Friday	Friday	March 28, 1997
Memorial Day	Monday	May 26, 1997
Independence Day	Friday	July 4, 1997
Labor Day	Monday	September 1, 1997
Yamboree	Thur. & Friday	October 16-17, 1997
Thanksgiving	Thur. & Friday	November 27-28, 1997
Christmas	Thur. & Friday	December 25-26, 1997

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FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:36  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

UPSHUR COUNTY SHERIFF'S OFFICE  
RADIO EQUIPMENT UPGRADE BID

EQUIPMENT LIST 11-22-96

Qty.	Description	Price
1	MOTOROLA MSF5000 VHF REPEATER, WITH EMERGENCY REVERT POWER SUPPLY, LIGHTNING SUPPRESSION ON AC LINE, RF LINE, AND ALL CONTROL LINES (POLY-PHASE), INCLUDING EXTERNAL HIGH POWER CLOSE-SPACED DUPEXER AND ALL CABLING AND CONNECTORS (7/8" Heliax-110 ft.) installed at mountain repeater site	
2	MOTOROLA GM300-8 VHF CONTROL STATION WITH POWER SUPPLY, DC REMOTE CONTROL	
1	MOTOROLA GM300-8 UHF CONTROL STATION WITH POWER SUPPLY, DC REMOTE CONTROL	
1	MOTOROLA GM300 VHF BASE FREQUENCY (up to 16) WITH POWER SUPPLY, DC REMOTE CONTROL	
2	DECIBEL PRODUCTS 6db GAIN OMNI-DIRECTIONAL ANTENNAS AND MOUNTING KITS, (1 for repeater, 1 at jail, with 100' 1/2" heliax)	
	LIGHTNING SUPPRESSION ON AC LINE, RF LINE, AND ALL CONTROL LINES (Poly-Phaser), INCLUDING ALL CABLING AND CONNECTORS ON ALL ABOVE REPEATERS, CONTROL, AND BASE STATIONS	
1	ZETRON 4010 CONSOLE 12 STATION CAPABLE, TONE, LOCAL OR D.C., PAGING ENCODER, INSTANT CALL, GOOSENECK	

MICROPHONE, HEADSET INTERFACE, FOOTSWITCH,  
ENHANCED CONTROL PACKAGE, SPEED DIAL,  
TELEPHONE INTERFACE, RADIO & TELEPHONE  
CROSS-PATCH, AND MULTI-SELECT, TELCO  
PUNCH-BLOCK AND AC SUPPRESSORS  
PROGRAMMED AND INSTALLED  
FOR SHERIFF'S OFFICE DISPATCH

2 7db GAIN YAGI VHF ANTENNAS, 9913  
COAX, CONNECTORS, AND  
MOUNTING KITS

1 7db GAIN YAGI UHF ANTENNA, 9913  
COAX, CONNECTORS, AND MOUNTING  
KIT

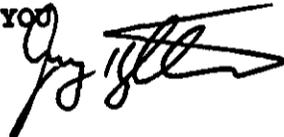
60' ROHN 25G TOWER, HARDWARE, ELEVATED  
GUYS, GUY CABLING

QUOTE INCLUDES ALL SHIPPING CHARGES,  
PROGRAMMING, INSTALLATION, CUSTOMER  
TRAINING, SERVICE MANUALS, AND TOWER  
WORK. QUOTE DOES NOT INCLUDE BUILDING MODIFICATIONS,  
AC POWER OR  
BATTERIES FOR BASE\REPEATER  
EMERGENCY POWER. ALL EMERGENCY  
POWER CABLE ASSEMBLIES AND FUSE  
BLOCKS ARE INCLUDED.

SYSTEM TOTAL: \$ 24,969.00

Financing available  
(competitive rates)

THANK YOU



Jerry Knighten  
Manager  
INTER-COUNTY COMMUNICATIONS, INC.  
P. O. Box 896  
222 Linda Dr.  
Sulphur Springs, Tx. 75483-0896  
903-885-3101  
800-346-3885

**SYSTEM PROPOSAL**

**PROFESSIONAL TECHNICAL ASSISTANCE**  
**613 N. MAIN GLADEWATER, TEXAS 75647**  
**OFFICE 1-903-845-6389**  
**FAX 1-903-845-8167**

**PROPOSAL NUM :** 112296B  
**DATE:** 11/22/96

**NAME:** UPSHUR COUNTY **ATTN:** COMMISSIONERS  
**ADDRESS:** UPSHUR COUNTY COURTHOUSE **PHONE:** \_\_\_\_\_  
**CITY:** GILMER **FAX:** \_\_\_\_\_  
**STATE:** TEXAS  
**ZIP CODE:** 75644

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL AS FOLLOWS:**

QTY	MODEL/PART	EQUIPMENT DESCRIPTION	EACH	TOTAL PRICE
2	SM-2150	MAXON 4 CHANNEL 25 WATT VHF TRANSCEIVER	\$404 00	\$808.00
1	SM-4150	MAXON 16 CHANNEL 40 WATT VHF TRANSCEIVER	\$469 00	\$469.00
1	SM-2450	MAXON 4 CHANNEL 25 WATT UHF TRANSCEIVER	\$439 00	\$439.00
4	SEC1212	12 AMP DC POWER SUPPLY 13 8VDC	\$124 00	\$496.00
4	DTP2	DC TERMINATION/CONTROL PANEL WF HOUSING	\$162 50	\$650.00
1	9913/CONN	LOW LOSS COAX (100') WITH CONNECTORS	\$150 00	\$150.00
1	1504S	6 2db OMNI BASE ANTENNA	\$667 00	\$667.00
2	MYA1503	DIRECTIONAL YAGI ANTENNA 7 1db GAIN VHF	\$91 00	\$182.00
1	DB-436	DIRECTIONAL YAGI ANTENNA 10db GAIN UHF	\$112 00	\$112.00
110	LDF4-50A	1/2" HELIAX CABLE	\$3 10	\$341.00
2	L44N/L4NF	1/2" N MALE AND N FEMALE CONNECTORS	\$47 50	\$95.00
2	ISB50LNC2	LIGHTNING SURGE COAX PROTECTION	\$100 00	\$200.00
<b>SPECIAL TERMS--INSTRUCTIONS</b>		<b>TOTAL EQUIPMENT</b>		<b>\$4,609 00</b>
<b>PRICE INCLUDES PROGRAMMING AND INSTALLATION</b>		<b>TRADE-IN ALLOWANCE</b>		
		<b>DISCOUNT</b>		<b>\$921.80</b>
		<b>INSTALLATION/LABOR</b>		
		<b>TAXES</b>		
		<b>LICENSE</b>		
		<b>SHIPPING</b>		
		<b>TOTAL CASH PRICE</b>		<b>\$3,687.20</b>
	<b>DEPOSIT</b>			
		<b>INVOICE AMOUNT</b>		<b>\$3,687.20</b>

**PRESENTED BY:** \_\_\_\_\_ **ACCEPTED BY:** \_\_\_\_\_  
**TITLE: OWNER** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

SYSTEM PROPOSAL

VOL. 47 PG. 259

PROFESSIONAL TECHNICAL ASSISTANCE  
613 N. MAIN GLADEWATER, TEXAS 75647  
OFFICE 1-903-845-6389  
FAX 1-903-845-8167

PROPOSAL NUM:   
DATE:

NAME: UPSHUR COUNTY ATTN: COMMISSIONERS  
ADDRESS: UPSHUR COUNTY COURTHOUSE PHONE: \_\_\_\_\_

PROFESSIONAL TECHNICAL ASSISTANCE  
 613 N. MAIN GLADEWATER, TEXAS 75647  
 OFFICE 1-903-845-6389  
 FAX 1-903-845-8167

PROPOSAL NUM : 112296A  
 DATE: 11/22/96

NAME: UPSHUR COUNTY

ATTN: COMMISSIONERS

ADDRESS: UPSHUR COUNTY COURTHOUSE

PHONE: \_\_\_\_\_

CITY: GILMER

FAX: \_\_\_\_\_

STATE: TEXAS

ZIP CODE: 75644

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL AS FOLLOWS:**

QTY	MODEL/PART	EQUIPMENT DESCRIPTION	EACH	TOTAL PRICE
1	71-1811BD	MIDLAND SYNTECH II 100 WATT REPEATER WF OPTIONS	\$8,589.50	\$8,589.50
1	71-7205	POWER FAIL ALERT		
1	ERC-12-35	BATTERY BACKUP CONTROL/CHARGER		
1	61-2133	LINE SURGE PROTECTION		
1	TPRD-1556	DUPLEXER BAND PASS/REJECT 100db ISOLATION		
1	ISB50LNC2	LIGHTNING SURGE COAX PROTECTION		
110	LDF5-50A	7/8" HELIAX CABLE		
1	L5NM	7/8" N MALE CONNECTOR		
1	L5NF	7/8" N FEMALE CONNECTOR		
1	1504S	6 2db OMNI BASE ANTENNA		
1	SMK	SIDE MOUNT KIT		

<b>SPECIAL TERMS-INSTRUCTIONS</b>  PRICE INCLUDES PROGRAMMING AND INSTALLATION	<b>TOTAL EQUIPMENT</b>	<b>\$8,589.50</b>
	<b>TRADE-IN ALLOWANCE</b>	
	<b>DISCOUNT</b>	
	<b>INSTALLATION/LABOR</b>	
	<b>TAXES</b>	
	<b>LICENSE</b>	
	<b>SHIPPING</b>	
	<b>TOTAL CASH PRICE</b>	<b>\$8,589.50</b>
<b>DEPOSIT</b>		
<b>INVOICE AMOUNT</b>		<b>\$8,589.50</b>

PRESENTED BY: \_\_\_\_\_ ACCEPTED BY: \_\_\_\_\_

TITLE: OWNER TITLE: \_\_\_\_\_

**SYSTEM PROPOSAL**

**PROFESSIONAL TECHNICAL ASSISTANCE**  
**613 N. MAIN GLADEWATER, TEXAS 75647**  
**OFFICE 1-903-845-6389**  
**FAX 1-903-845-8167**

PROPOSAL NUM : **SUMMARY**  
 DATE: **11/25/96**

NAME: UPSHUR COUNTY

ATTN: COMMISSIONERS

ADDRESS: UPSHUR COUNTY COURTHOUSE

PHONE: \_\_\_\_\_

CITY: GILMER

FAX: \_\_\_\_\_

STATE: TEXAS

ZIP CODE: 75644

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL AS FOLLOWS:**

QTY	MODEL/PART	EQUIPMENT DESCRIPTION	EACH	TOTAL PRICE
1	112296	CONSOLE PROPOSAL TOTAL	\$9,952.00	\$9,952.00
1	112296A	REPEATER PROPOSAL TOTAL	\$8,589.50	\$8,589.50
1	112296B	BASE AND CONTROL STATION PROPOSAL TOTAL	\$3,687.20	\$3,687.20
1	112296C	TOWER SERVICE PROPOSAL TOTAL	\$1,445.00	\$1,445.00

<b>SPECIAL TERMS-INSTRUCTIONS</b>  THIS SHEET LISTS A SUMMARY OF OTHER PROPOSALS  CONSOLE DELIVERY WILL BE 60-90 DAYS REPEATER DELIVERY WILL BE 30-60 DAYS BASE AND CONTROL STATION DELIVERY WILL BE AFTER CONSOLE INSTALLATION TOWER SERVICE DELIVERY WILL BE 30 DAYS  PAYMENT TERMS ARE NET 30 AFTER INSTALLATION	<b>TOTAL EQUIPMENT</b>	<b>\$23,673.70</b>
	<b>TRADE-IN ALLOWANCE</b>	
	<b>DISCOUNT</b>	
	<b>INSTALLATION/LABOR</b>	
	<b>TAXES</b>	
	<b>LICENSE</b>	
	<b>SHIPPING</b>	
	<b>TOTAL CASH PRICE</b>	<b>\$23,673.70</b>
<b>DEPOSIT</b>		
<b>INVOICE AMOUNT</b>	<b>\$23,673.70</b>	

PRESENTED BY: Jay L. Plinio ACCEPTED BY: \_\_\_\_\_  
 TITLE: OWNER TITLE: \_\_\_\_\_

*for recording*

VOL. 47 PG 263

December 4, 1996

Hon. Charles Still  
County Judge  
Upshur County, Tx.

Dear Sir,

I hereby submit my resignation as 9-1-1 Coordinator for Upshur County effective immediately. Since the court has employed a Director of 9-1-1 Services they will no longer need my services. Thank you for the help that you gave me while I was trying to complete the addressing project.

Respectfully submitted,

*Robert Crowley*

Robert Crowley  
Jail Administrator  
Upshur County Sheriff Dept.

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:34  
UPSHUR 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 # 3

DATE 12-6-96

Formal notice is hereby given that GREGORY SMITH whose principal address is RT. 3 BOX 162, GILMER, TX. 75640 does hereby propose to place a CULVERT within the ROW of County Road LEMON. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Gregory Smith TITLE \_\_\_\_\_

734-5779

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 Court 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.

*Handwritten signatures:*  
Huddie Lundy  
Tommy Stanley  
David Royal  
C. R. [unclear]

FILED  
REX A. SHAW  
COUNTY CLERK

96 DEC -9 AM 10:35

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

VOL 47 PG 266

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 11-15-96

Formal notice is hereby given that ROBERT NORRIS whose principal address is RT. 3 BOX 183 A, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road ASPEN TRAIL. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME R. P. Norris TITLE \_\_\_\_\_

843-3607

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 Court 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.

*Gaddis Lunday*  
*Tom Stanley*

*David Loyd*  
*Chas. [unclear]*

VAL 47 PG 267

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR 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 12-2-96

Formal notice is hereby given that DOUG DAVIS whose principal address is RT. 1, GILMER, TEXAS 75644 does hereby propose to place a CULVERT within the ROW of County Road NO NAME RD.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME \_\_\_\_\_ TITLE \_\_\_\_\_

797-6364

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 Court intructions. 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.

*Gaddis Stanley*  
*Tommy Stanley*

*David Loyd*  
*Ch. at 7th*

VOL. 47 PG. 269

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC - 9 AM 10: 35  
UPSHUR 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 4

DATE 12-3-96

Formal notice is hereby given that Stanley W. Stroud whose principal address is Rt. 4 Box 250, Big Sandy does hereby propose to place a culvert within the ROW of County Road Pecan. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, Stanley W. Stroud, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Stanley W. Stroud TITLE \_\_\_\_\_

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 Court 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.

*James Lindsey*  
*Stanley*

*Don [unclear]*  
*[unclear]*

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 installed 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 roadway 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 Commissioners Court it may be 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 damage.

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

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

FILED  
REXARD SHAW  
COUNTY CLERK  
DEC 9 10:35  
DEPUTY  
SHERIFF  
COUNTY, TX

\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER PCT. 3

\_\_\_\_\_  
COMMISSIONER PCT. 1

\_\_\_\_\_  
COMMISSIONER PCT. 4

\_\_\_\_\_  
COMMISSIONER PCT. 2

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 11-14-96

Formal notice is hereby given that TERRY WRIGHT whose principal address is RT. 2 BOX 2155, GILMER, TX 75644 does hereby propose to place a CULVERT within the ROW of County Road DALHIA RD.. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents.

NAME Terry Wright TITLE \_\_\_\_\_  
856-8202

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 appurtenence, 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 Court intructions. 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.

*Gadde Lindsey*  
*Jon Stanley*

*David Boyd*  
*Chad Boyd*

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC - 9 AM 10: 35  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )  
COUNTY OF UPSHUR ( )

KNOW ALL MEN BY THESE PRESENTS

The undersigned ARKLA TEX TIMBER, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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) \_\_\_\_\_  
HOLLY AND ASPEN

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.

[Signature]  
First Party Signature

P.O. BOX 607  
Street or Box

ATLANTA, TX. 75551  
City, State and Zip Code

903-796-0309  
Telephone

Timber Tract

11-13-96  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK

96 DEC -9 AM 10:35

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned MCSWAIN LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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) \_\_\_\_\_  
CRABAPPLE AND CHINABERRY

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.

Allen M. Dissette  
First Party Signature

810 NACGODOCHES ST.  
Street or Box

CENTER, TEXAS 75935  
City, State and Zip Code

409-598-3447  
Telephone

PALMER  
Timber Tract

11-12-96  
Date Signed

Chas. T. Mill  
County Judge

Charles F. ...  
Commissioner 1

Tommy Stanley  
Commissioner 2

David Boyd  
Commissioner 3

...  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_ DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned MCCORMICK DRILLING COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, Upshur County, 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) \_\_\_\_\_  
PELICIAN 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 MOVING IN DRILLING from its lands located in Precinct No. 1, Upshur County. **RIG**

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.

X Bob Butts  
\_\_\_\_\_  
First Party Signature  
  
P.O. BOX 896  
\_\_\_\_\_  
Street or Box  
  
OIL CITY, LA 71061  
\_\_\_\_\_  
City, State and Zip Code  
  
318-995-6675  
\_\_\_\_\_  
Telephone  
  
\_\_\_\_\_  
Timber Tract  
  
12-4-96  
\_\_\_\_\_  
Date Signed

Chas. T. McCoy  
\_\_\_\_\_  
County Judge  
  
Charles F. Jones  
\_\_\_\_\_  
Commissioner 1  
  
Jimmy Stanley  
\_\_\_\_\_  
Commissioner 2  
  
David Reed  
\_\_\_\_\_  
Commissioner 3  
  
Chas. T. McCoy  
\_\_\_\_\_  
Commissioner 4  
  
\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

WAI 47 PG 279

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_ DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned WARD TIMBER COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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) \_\_\_\_\_

HOLLY HOCK 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. 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.

Steve Ward  
First Party Signature

P.O. BOX 210  
Street or Box

WINTHROP, ARK. 71866  
City, State and Zip Code

501-381-7416  
Telephone

GEORGIA PACIFIC  
Timber Tract

12-5-86  
Date Signed

Charles B. Hill  
County Judge

Goddie Furdge  
Commissioner 1

Tommy Clarke  
Commissioner 2

David Lloyd  
Commissioner 3

Chas. R. Johnson  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_ DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS ( )  
COUNTY OF UPSHUR ( )

KNOW ALL MEN BY THESE PRESENTS

The undersigned PATTERSON AND DAVIS LOGGING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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) \_\_\_\_\_

POPPY

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.     , 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.

*Don Patterson*  
First Party Signature

*Charles H. Hill*  
County Judge

RT. 7 BOX 24  
Street or Box

*Gaddeh Lutz*  
Commissioner 1

GILMER, TEXAS 75644  
City, State and Zip Code

*Jimmy Stader*  
Commissioner 2

903-797-6474  
Telephone

*David Hoyle*  
Commissioner 3

      
Timber Tract

*Chas. H. Hill*  
Commissioner 4

12-6-96  
Date Signed

      
Date Signed

Permit issued for a period not to exceed 90 days.

VOL 47 PG 283

FILED  
REX A. SHAW  
COUNTY CLERK

96 DEC - 9 AM 10:35

UPSHUR COUNTY, TX.

BY \_\_\_\_\_  
DEPUTY

**SPECIAL ROAD USE AGREEMENT CONTRACT**

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

The undersigned WARD TIMBER, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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) \_\_\_\_\_

\_\_\_\_\_ ASTER \_\_\_\_\_  
\_\_\_\_\_

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

3.  
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

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

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

1101 HWY 59 SOUTH  
Street or Box

LINDEN, TEXAS 75563  
City, State and Zip Code

903-756-7700  
Telephone

ERVIN  
Timber Tract

11-11-96  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned WARD TIMBER COMPANY, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, 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) \_\_\_\_\_

MULEDEER

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

3.  
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 2, Upshur County.

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

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

1101 HWY 59 SOUTH  
Street or Box

LINDEN, TEXAS 75683  
City, State and Zip Code

903-756-7700  
Telephone

HATHCOAT  
Timber Tract

12-2-96  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

1/21 47 PG 287

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned LASCO, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, 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) \_\_\_\_\_

JUNIPER, COTTONWOOD AND POPLAR

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.

[Signature]  
First Party Signature

[Signature]  
County Judge

P.O. BOX 1122  
Street or Box

[Signature]  
Commissioner 1

GILMER, TEXAS 75644  
City, State and Zip Code

[Signature]  
Commissioner 2

843-2457  
Telephone

[Signature]  
Commissioner 3

WILLIAM COX  
Timber Tract

[Signature]  
Commissioner 4

12-5-96  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

VOL 47 PG 289

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_ DEPUTY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ( )

The undersigned C.W. RESOURCE, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, Upshur County, 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) \_\_\_\_\_

REDWOOD AND POMEGRANATE

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 <sup>MOVING</sup> ~~DRILLING RIG~~ 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.

Rob Thompson  
First Party Signature

Chas. L. Still  
County Judge

P.O. BOX 1004  
Street or Box

Madis Rutz  
Commissioner 1

WHITE OAK, TEX. 75693  
City, State and Zip Code

Tommy Starley  
Commissioner 2

903-759-8019  
Telephone

David Kozl  
Commissioner 3

Timber Tract

Chas. R. [Signature]  
Commissioner 4

11-14-96  
Date Signed

\_\_\_\_\_  
Date Signed

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
96 DEC -9 AM 10:35  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

