

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
FEBRUARY 23, 1998, 9:00 AM, SPECIAL SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve minutes of previous meetings.
2. Consider any budget amendments and take necessary action.
3. Consider approval of accounts payable and take appropriate action.
4. Consider approval of any payroll changes and take appropriate action.
5. Consider accepting the Treasurers monthly report.
6. Accept for recording the change order on plumbing for the jail addition.
7. Accept for recording certificates of insurance for Progressive Masonry.
8. Consider accepting a plat for recording submitted by Roy Hamon.
9. Consider accepting appointment of Jim Eitel to the Child Protective Board.
10. Discuss vending machines in the Courthouse and Justice Center.
11. Consider approval of the County Clerk, District Clerk and one Deputy District Clerk attending a seminar in College Station March 17-19, 1998.
12. Accept for recording a letter from the Department of Justice concerning the change in voting place.
13. Accept bond for Onie Holt as Reserve Deputy for the Sheriffs' Office.
14. Consider paying \$500.00 annual dues to the County Judges and Commissioners Association of Texas.
15. Accept for recording a letter from Texas Commission on Jail Standards concerning the jail addition.
16. Approve applications for use of Upshur County roads and right of way.

FILED
 CLERK OF COUNTY CLERK
 COUNTY CLERK
 58 FEB 19 PM 1:51
 UPSHUR COUNTY, TX

Charles L. Still

Charles L. Still
County Judge

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT EXCEPT COMMISSIONER RICK JACKSON.

1. MOTION BY TOMMY STANLEY SECONDED BY KENNY THOMPSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 2-9-1998. MOTION CARRIED.
2. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.
3. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE PAYING ACCOUNTS PAYABLE NOW DUE. MOTION CARRIED. COPY ATTACHED.
4. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE PAYROLL CHANGE FOR MARGARET RICHARDSON DUE TO INTRODUCTORY PERIOD ENDING. MOTION CARRIED. COPY ATTACHED.
5. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE TREASURER'S MONTHLY REPORT. MOTION CARRIED. COPY ATTACHED.
6. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FOR RECORDING THE CHANGE ORDER ON PLUMBING FOR THE JAIL ADDITION. MOTION CARRIED.
7. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FOR RECORDING THE CERTIFICATES OF INSURANCE FOR PROGRESSIVE MASONRY. MOTION CARRIED.
8. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING A PLAT (PHASE 1 SUBDIVISION OFF OF ARMADILLO ROAD) SUBMITTED BY ROY HAMON. MOTION CARRIED.
9. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE APPOINTMENT OF JIM EITEL TO THE CHILD PROTECTIVE BOARD. MOTION CARRIED.
10. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE ALLOWING BEN SHEPERD, COUNTY AUDITOR TO TAKE CARE OF VENDING MACHINES IN COURTHOUSE AND JUSTICE CENTER. MOTION CARRIED.
11. MOTION BY GADDIS LINDSEY SECONDED BY KENNY THOMPSON TO APPROVE COUNTY CLERK, DISTRICT CLERK AND ONE DEPUTY CLERK ATTENDING A SEMINAR IN COLLEGE STATION MARCH 17-19, 1998. MOTION CARRIED.

12. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY. LETTER FROM THE DEPARTMENT OF JUSTICE CONCERNING THE CHANGE IN VOTING PLACE. MOTION CARRIED. COPY ATTACHED.

13. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE BOND OF ONIE HOLT. MOTION CARRIED. BOND LOCATED IN VOLUME 7 PAGE 473 OF OFFICIAL BOND BOOK IN OFFICE OF COUNTY CLERK.

14. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE PAYING \$500.00 ANNUAL DUES TO THE COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS. MOTION CARRIED. COPY ATTACHED.

15. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ACCEPT FOR RECORDING A LETTER FROM TEXAS COMMISSION ON JAIL STANDARDS CONCERNING THE JAIL ADDITIONS. MOTION CARRIED. COPY ATTACHED.

16. MOTION BY TOMMY STANLEY SECONDED BY KENNY THOMPSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS. PERMIT APPLICATIONS AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS:

PERMIT APPLICATION SUBMITTED BY MARY MALONEY TO PLACE A CULVERT IN ROW OF REDWOOD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SIGMON PRODUCTIONS TO MOVE IN A DRILLING RIG ON MARTIN LANE AND NUTHATCHER.

PERMIT APPLICATION SUBMITTED BY SOUTHWESTERN BELL TO PLACE A BURIED TELEPHONE CABLE IN ROW OF WHITE OAK ROAD.

PERMIT APPLICATION SUBMITTED BY DEANN NORTON TO PLACE A CULVERT IN ROW OF WISTERIA.

PERMIT APPLICATION SUBMITTED BY C.W. RESOURCE TO PLACE A GASLINE IN ROW OF SCRUB PINE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DEAN LUMBER COMPANY TO HAUL LOGS ON KANGAROO AND LLAMA.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY RAWLS LOGGING TO HAUL LOGS ON RED MAPLE.

PERMIT APPLICATION SUBMITTED BY KELVIN VINYARD TO PLACE A CULVERT IN ROW OF TURKEY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TUCKER TRUCKING TO HAUL A LOGS ON BLUEBONNET AND DALIHA.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY KYLE BRADLEY TO HAUL LOGS ON SNAPDRAGON AND REDDICK ROAD.

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PERMIT APPLICATION SUBMITTED BY PAULA HAMN TO PLACE A CULVERT
IN ROW OF COLLINS ROAD.

PERMIT APPLICATION SUBMITTED BY RENEA JONES TO PLACE A
CULVERT IN ROW OF MULEDEER ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY D & B TIMBER COMPANY
TO HAUL LOGS ON CATALPA.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY HOWARD TIMBER COMPANY
TO HAUL LOGS ON PERIWINKLE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WILKSBANK FORESTRY TO
HAUL LOGS ON PEAR ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES ATTACHED.

MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO
ADJOURN. MOTION CARRIED.

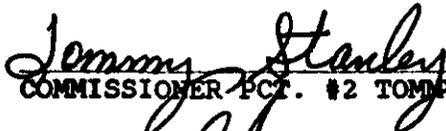
ATTENDANCE SHEET PLACED INTO MINUTES FOR MATTER OF RECORD
ONLY.

APPROVED THIS 27th DAY OF Febraury 1998.

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JUDGE CHARLES STILL


COMMISSIONER PCT. #1 GADDIS LINDSEY


COMMISSIONER PCT. #2 TOMMY STANLEY


COMMISSIONER PCT. #3 RICK JACKSON


COMMISSIONER PCT. #4 CHARLES K. THOMPSON

ATTEST:

COUNTY CLERK AND EX-OFFICIO CLERK
OF THE COMMISSIONERS' COURT OF
UPSHUR COUNTY, TEXAS

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 23RD
day of FEBRUARY, 1998.

Charles Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct.

Rick Jackson, Comm. Pct. 3

Charles K. Thompson
Charles K. Thompson, Comm. Pct. 4

FILED
FEB 23 11:10:42
COO
UPSHUR COUNTY, W. VA.
BY _____ DEPUTY

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 2.23.98

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>
	10	495	5400	145
To:	10	495	4495	145

Reason: PHONE INSTALL

AS
Department Head Co. AUDITOR

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

71

Date: 2-9-98

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>
	10	553	5900	453.50
To:	10	553	5800	453.50

Reason: *To purchase radar unit*

Rob J. Long
Department Head *Pr+3 - Constable*

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

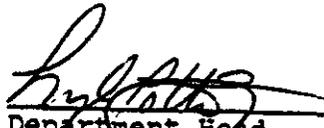
Date: 2-23-98

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>
	18	452	3010	75.00
To:	10	452	4480	75.00

Reason: LABOR - LOCK


Department Head JP#2

Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 2-23-98

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>
	10	565	4460	120
To:	10	565	4700	120

Reason: EQPT LEASE

R.D. Crow
Department Head JAIL

Attest - County Clerk

BUDGET AMENDMENT

Date: 2.23-98

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following requests for additional funding:

	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:		RESERVE		
To:	10	435	4110	40,000
			4120	5,000

Reason: REPLACE KERR CASE ATTY FEES

Lauren Paish

Department Head DIST COURT

Attest - County Clerk

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Feb 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check # ...	HC Date.	Vendor.	Check Amount	Invoice Amt	Invoice Descriptions
75672-APCA	02/23/98	DALE B RIEPE, M D	\$20 70	\$20 70	IND-BALLIE J SISK/MEDICAL 12/27/97
75673-APCA	02/23/98	DARR EQUIPMENT COMPANY	\$91 79	\$91 79	PCT#3-EXHAUST PIPE FOR 120 MAINTAINER
75674-APCA	02/23/98	DEALERS TRUCK	\$585 00	\$585 00	PCT#3-L TAN 50gal
75675-APCA	02/23/98	DENTRUST DENTAL	\$370 00	\$370 00	CO JAIL-JAN'98 DENTAL CARE
75676-APCA	02/23/98	DIAMOND SHAMROCK	\$60 16	\$60 16	CO S-ACCT#77005775/55 5 GAL
75677-APCA	02/23/98	DON METCALFE	\$105 11	\$105 11	D CT-VISITING JUDGE EXPENSES/01/27/98
75678-APCA	02/23/98	EAST TEXAS MEDICAL	\$803 78	\$620 88 \$182 90	IND-BALLIE SISK/MEDICAL 12/27/97 CO JAIL-BRIAN MEGGINSOM/MEDICAL 1/24/98
75679-APCA	02/23/98	EAST TEXAS MEDICAL CENTER	\$677 58	\$64 00 \$38 50 \$32 31 \$38 50 \$38 50 \$36 60 \$36 60	CO JAIL-JAMES MORAN/MEDICAL 1/7/98 CO JAIL-JERRY MARKS/MEDICAL 1/7/98 IND-CONNIE WESLEY/MEDICAL 1/15/98 CO JAIL-PAT ACCT#18465716/BOBBY RAY(MEDICAL CO JAIL-PAT ACCT#18465773/CHRIS BILLY(MEDICAL CO JAIL-PAT ACCT#17373903/JACKIE FULLER(MEDICAL CO JAIL-PAT ACCT#17330150/MAROO TROTTER(MEDICAL)
75680-APCA	02/23/98	EAST TEXAS RADIOLOGY CDNSULT	\$63 42	\$63 42	IND-CONNIE WESLEY/MEDICAL 1/19/98
75681-APCA	02/23/98	EASTEX TRUCK PARTS, INC	\$175 00	\$175 00	PCT#2-P S PUMP&HARM BALANCER
75682-APCA	02/23/98	EASTEX VIDEO	\$45 00	\$45 00	CO S-REPAIR VCR; LABOR
75683-APCA	02/23/98	ECONOMY AUTO SUPPLY, INC	\$1,333 10	\$4 88 \$16 99 \$6 18 \$12 56 \$52 49 \$1,200 00 \$40 00	PCT#4-SOLTS (3); COTTER PIN ASSORTMENT PCT#4-AIR & OIL FILTERS (2), OIL DRY PCT#4-FILTERS PCT#4-SPARK PLUGS PCT#4-WRENCH PCT#2-LONG BLOCK PCT#1-RESURFACE FLYWHEEL
75684-APCA	02/23/98	ELWELL'S OIL & LUBE	\$68 00	\$17 00 \$17 00 \$17 00 \$17 00	CO BLDGS-OIL; FILTER; LABOR CO S-UNIT 14/OIL CHANGE 1/2/98 CO S-UNIT#19/OIL CHANGE 1/2/98 CC S-UNIT#14/OIL CHANGE 1/23/98
75685-APCA	02/23/98	ESMOR-CANADIAN, INC	\$2,325 00	\$2,325 00	ISP-PLACEMENT/J W 1/98

APR 1998

APR 1998

Wt 50.00

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Feb 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
75686-APCA	02/23/98	EUBANKS EXCHANGE	\$273 20	\$273 20	PCT#1-STARTER FOR TD15 DOZIER
75687-APCA	02/23/98	EXPRESS LUBE DBA	\$134 95	\$38 90 \$26 95 \$31 20 \$18 95 \$18 95	CO S-UNIT#8/OIL; FILTER; LABOR, SLICKS FUEL CO S-UNIT#2-OIL; FILTER; LABOR, BREATHER CO S-UNIT#25/OIL; FILTER; LABOR, INSPECTION CO S-UNIT#12/OIL; FILTER; LABOR CO S-UNIT#10/OIL; FILTER; LABOR
75688-APCA	02/23/98	FANNIN FARM EQUIPMENT	\$135 50	\$120 00 \$15 50	PCT#4-(1)yr BOTTLE RENTAL PCT#3-JAN'98 CYL RENTAL
75689-APCA	02/23/98	FLUID POWER SERVICES, INC	\$404 68	\$404 68	PCT#4-CUST#109/REPAIR HYDRAULIC CYLINDER
75690-APCA	02/23/98	GALL'S INC	\$330 23	\$195 25 \$134 98	CONST#3-ACCT#0019331580/GLOVES, BELTS, CASES, RI NGS, HOLSTERS CONST#3-LIGHTS FOR VEHICLE/P&H
75691-APCA	02/23/98	GARY ROBERTS	\$10 54	\$10 54	CO S-REIMBURSE/MEALS@SCHOOL 2/3/98
75692-APCA	02/23/98	GENERAL TELEPHONE COMPANY	\$300 13	\$2 17 \$297 96	CO S-#843-3204/JAN 19'98 BILLING SUP-#L00-5497/FEB 7'98 BILLING
75693-APCA	02/23/98	GILMER DISCOUNT TIRE	\$212 00	\$212 00	PCT#2-TIRES
75694-APCA	02/23/98	GILMER DRUG COMPANY	\$185 46	\$10 85 \$10 08 \$128 03 \$29 48 \$7 02	CO JAIL-ZANTAC CO JAIL-RUDD STILL/PRESCRIPTION CO JAIL-ANDERSON; LEO MARSH/PRESCRIPTIONS CO JAIL-JASON ANDERSON/PRESCRIPTION CO JAIL-JAMES ROLAN/PRESCRIPTION
75695-APCA	02/23/98	GILMER LUMBER	\$170 15	\$170 15	D 4-WANDA HOLCOMB/HOT CK RESTITUTION
75696-APCA	02/23/98	GILMER OFFICE CENTER	\$216 08	\$37 42 \$97 68 \$13 98 \$67 00	D A-(2)HEADSETS COMM CT-EASEL BAG; EASEL; CROSSBAR SUP-INK TANKS CO CT-LABELS
75697-APCA	02/23/98	GILMER SEED & FEED COMPANY	\$33 40	\$33 40	PCT#3-SUPPLIES
75698-APCA	02/23/98	GOVERNMENT RECORDS SERVICES	\$532 12	\$160 70 \$275 00 \$96 42	D CLK-CUST#000532/SILVER DUPLICATION D CLK-CUST#000532/CAMERA RENTAL W/EASEL D CLK-CUST#000532/SILVER DUPLICATIONS
75699-APCA	02/23/98	GREGG COUNTY CBCD	\$80 00	\$40 00 \$40 00	SUP-TRAINING/D RAY SUP-B MCCAY/TRAINING
75700-APCA	02/23/98	H & H BUILDERS SUPPLY	\$218 06	\$218 06	CCP-BUILDING SUPPLIES
75701-APCA	02/23/98	H&D TIRE & AUTOMOTIVE	\$2,743 03	\$1 47 \$43 25 \$4 00	CO BLDG-SCREWS; BIT PCT#2-FUEL PUMP; EXTENSION CORD CO S-LABOR

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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YEAR COLUMN

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$3 88	CO S-OIL
				\$2,200 39	CO S-(1663)gals UNLEAD PREM(314)gals UNLEAD PLUS
				\$22 64	CO MAP-22 GALS GASOLINE
				\$249 31	CONST#2-GASOLINE
				\$48 60	D A-(38)GALS GAS
				\$1,806 74	PCT#4-(1320)gals, DIESEL(1109)gals GAS
75704-APCA	02/23/98	HEWITT CORP	\$24 61	\$24 61	PCT#3-TOOLS
75705-APCA	02/23/98	HOLMES CONCRETE PIPE	\$319 00	\$99 00 \$220 00	PCT#2-12" X 36" TILE PCT#2-12" PLASTIC CULVERT
75706-APCA	02/23/98	I DEAL COMPUTERS, INC	\$907 95	\$175 00 \$423 00 \$290 00 \$19 95	COMPUTER-(1)3 GIG INT TBU TAPE-COLORADO DRIVE CO S-1/2 COST OF HARD DRIVE, SOUND CARD, MODEM SUP-(1)DESKJET HP PRINTER CO S-(1)MULTI I/O
75707-APCA	02/23/98	INTERNATIONAL SUPPLY	\$83 34	\$83 34	J CTR-CUST#180450/FLOW CONTROL ASSEMBLY
75708-APCA	02/23/98	IRVIN TIRE COMPANY	\$48 95	\$48 95	D A -OIL FILTER, OIL CHANGE & TIRE ROTATION
75709-APCA	02/23/98	JAMES B. ZIMMERMANN	\$105 60	\$105 60	D CT-VISITING JUDGE 1/5/98
75710-APCA	02/23/98	JEFFERSON JIMPLECUTE	\$6 24	\$6 24	SUP-SUPPLIES, BINDERS
75711-APCA	02/23/98	JERROD DAVIS	\$800 00	\$450 00 \$350 00	D CT-CAUSE#642-96 J M. D CT-CAUSE#11,901-04 JEFFERY DAVIS
75712-APCA	02/23/98	JR'S OF DIANA	\$60 00	\$60 00	D A-LISA WEAVER/HOT CK RESTITUTION
75713-APCA	02/23/98	JUSTICES OF THE PEACE&CONSTA	\$70 00	\$35 00 \$35 00	JP#2-LYLE POTTER/ASSOC DUES 1998 JP#1-WANDA COSTON/ASSOC DUES 1998
75714-APCA	02/23/98	KARMEN STEELMAN	\$9 38	\$9 38	COMPUTER-REIMBURSE/29.8m1@ 315ea(LONVIEW)
75715-APCA	02/23/98	KERNS BAKERY	\$164 25	\$45 50 \$30 00 \$30 00 \$38 25 \$22 50	CO JAIL-98 LOAVES OF BREAD CO JAIL-40 LOAVES OF BREAD CO JAIL-40 LOAVES OF BREAD CO JAIL-31 LOAVES OF BREAD CO JAIL-30 LOAVES OF BREAD
75716-APCA	02/23/98	KILGORE POLICE ACADEMY	\$30 00	\$30 00	CO JAIL-TUITION FOR BASIC JAIL OP COURSE
75717-APCA	02/23/98	KIRBY RESTAURANT SUPPLY	\$122 77	\$12 77 \$110 00	CO JAIL-VACUUM BREAKER CO JAIL-ACCT#7009/DISHWASHER SERVICE 01/11/98-02/07/98
75718-APCA	02/23/98	KNOWLES LAW BOOK PUBLISHING,	\$68 43	\$68 43	DA-(1)CRIMINAL DEFENSE FORMS
75719-APCA	02/23/98	LAUREN PARISH	\$400 00	\$400 00	FEB '98 JUVENILE PROBATION BOARD

UPPER COUNTY

ACCOUNTS PAYABLE SYSTEM
Approved Disbursements
ALL Checking Accounts

27 Feb 1998

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check #....	HC Date.	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions..
75720-APCA	02/23/98	LAW ENFORCEMENT EQUIPMENT CO	\$88 95	\$88 95	CD 8-(2)'97 FORD BUCKET SEAT PROTECTOR
75721-APCA	02/23/98	LANSON PRODUCTS, INC.	\$365 77	\$365 77	PCT#1-NUTS, BOLTS & WASHERS; PCT#1-NUTS, BOLTS & WASHERS
75722-APCA	02/23/98	LDS OF LONGVIEW, INC.	\$25. 97	\$25. 97	TELE. COMM-ACCT#075-32676-8/FEB. 1'98 BILLING
75723-APCA	02/23/98	LEXIS LAW PUBLISHING	\$88 50	\$88 50	LAW LIB-CUST#1894311/US LED 2D ADV SHEET 97-98 TERM
75724-APCA	02/23/98	LIFE LOC, INC.	\$32. 42	\$32. 42	SUP-CHARGER PBA 300C
75725-APCA	02/23/98	LOCK DOC INC.	\$222 45	\$71 45 \$151 00	J CTR-MORT CYL, H RING, SERVICE CALL J CTR-DEADBOLT, KEYS, SERVICE CALL
75726-APCA	02/23/98	LONG MOTOR CO	\$384 07	\$384 07	D A-WILLIAM CARR/HOT CK RESTITUTION
75727-APCA	02/23/98	LONGVIEW ASPHALT INC.	\$9,348. 28	\$9,348 28	PCT#2-(346 23)TONS DIL DIRT
75728-APCA	02/23/98	LONGVIEW NEWSPAPERS, INC	\$126 00	\$126 00	CD LIB-12 MO SUBSCRIPTION
75729-APCA	02/23/98	H R. PATTON	\$1,050 00	\$350 00 \$350 00 \$350 00	D CT-CAUSE#10,611/ST VS BARNETT D CT-CAUSE#10,998/ST VS. JOHNSTON D. CT-CAUSE#12,009 PAULA BLACKMAN
75730-APCA	02/23/98	MATTHEW BENDER & CO, INC	\$690 86	\$690 86	D A-ACCT#0084156000/INVS ON ACCOUNT
75731-APCA	02/23/98	MAYHAN FABRICATORS, INC	\$468 44	\$468 44	PCT#1-CHANNEL IRON, SQUARE TUBING, FLAT BAR, PIPE
75732-APCA	02/23/98	MED SHOP PHARMACY	\$75 84	\$75 84	CD JAIL-ACCT#2528/JACQUELINE BEATY-PRESCRIPTIONS
75733-APCA	02/23/98	METROPLEX CONTRL SYS INC	\$1,425 00	\$1,425 00	CD JAIL-SERVICE CALL/LABOR(BLOCK DOORS)
75734-APCA	02/23/98	MICHAEL BURROUS	\$12 28	\$12 28	SUP-REIMBURSE/39mie 315ee 1/98
75735-APCA	02/23/98	MICHAEL MARTIN, ATTY	\$1,050 00	\$350 00 \$350 00 \$350 00	D CT-CAUSE#10,698/ST VS EVANS D CT-CAUSE#11,987 KENNETH H HALL D CT-CAUSE#10,625 ROBERT D BENNETT
75736-APCA	02/23/98	MIDWEST RADAR & EQUIPMENT	\$453 50	\$453 50	CONST#3-RECONDITIONED RADAR
75737-APCA	02/23/98	MUNDT MUSIC CO	\$6,601 00	\$6,601 00	D CT-HARDWARE, WIRE, PLATES, CONNS, LABOR
75738-APCA	02/23/98	MUSIC MOUNTAIN WATER CO	\$36 35	\$36 35	CD BLDG-WATER&EQUIP RENTAL/JAN'98
75739-APCA	02/23/98	N & E TX CO JUDGES&COMM ASSDC	\$100 00	\$100 00	NON DEPT-1998 ANNUAL MEMBERSHIP DUES
75740-APCA	02/23/98	NATIONAL PUBLIC SAFETY	\$89 00	\$89 00	CD 5-NAT DIRECTORY OF LAW ENF ADM CORR INST & RELATED AGENCIES

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Feb 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check #....	HC Date....	Vendor....	Check Amount	Invoice Amt	Invoice Descriptions
75741-APCA	02/23/98	NEUROCARE NETWORK, PA	\$26 87	\$26 87	IND-DANNY O GRANVILLE/MEDICAL 12/29/97
75742-APCA	02/23/98	NEWSOME'S GROCERY	\$265 86	\$25 81 \$14 72 \$40 16 \$97 16 \$88 01	D A-SUSAN SMITH/HOT CK RESTITUTION D A-SUSAN SMITH/HOT CK RESTITUTION D A-KIM HORTON STANLEY/HOT CK RESTITUTION D A-KIM HORTON STANLEY/HOT CK RESTITUTION D A-KIM HORTON STANLEY/HOT CK RESTITUTION
75743-APCA	02/23/98	NICHOLS MACHINERY COMPANY	\$250 00	\$250 00	PCT#3-BLADE, END BITS & BOLT FOR 120 MAINTAINER
75744-APCA	02/23/98	NORTHEAST TEXAS COMMUNITY CO	\$80 00	\$80 00	CD S-REGISTRATION/R BURRIS, G. ROBERTS
75745-APCA	02/23/98	OLYMOIC WASTE - KILGORE	\$784 16	\$784 16	WASTE-ACCT#070-20542/JAN'98 RENTAL SERVICE
75746-APCA	02/23/98	PATRICIA HARRISON	\$180 00	\$90 00 \$90 00	CD CT-COURT REPORTING 2/3/98 CD CT-COURT REPORTING 02/10/98
75747-APCA	02/23/98	PATTERSON PLUMBING	\$5 60	\$0 89 \$0 38 \$4 33	CD BLDG-WASHER; O-RING SEAL CD BLDGS-ALL THREAD CD BLDGS-PARTS
75748-APCA	02/23/98	PATTILLO, BROWN & HILL, L L P	\$2,200 00	\$2,200 00	NON DEPT-SERVICES RENDERED W/ANNUAL AUDIT
75749-APCA	02/23/98	PERSONAL DEVELOPMENT SEMINAR	\$420 00	\$420 00	SUP-JAN'98 HOT CK CLASS
75750-APCA	02/23/98	PETERS AUTOPLEX	\$87 22	\$57 34 \$7 10 \$22 78	PCT#1-ACCT#7235/TUBE PCT#1-ACCT#7235/COVER PCT#1-ACCT#7235/HOSE ASM
75751-APCA	02/23/98	PHILLIPS PETROLEUM COMPANY	\$67 57	\$67 57	CD S-ACCT#692684750/FEB. 10'98 BILLING
75752-APCA	02/23/98	PITNEY BOWES	\$731 21	\$587 76 \$143 45	NON DEPT-ACCT#1288929/POSTAGE METER RENTAL NON DEPT-ACCT#0093-8232-00-1/POSTAGE METER RENTAL-03/16/98-06/15/98
75753-APCA	02/23/98	PRO-MED SYSTEMS	\$428 89	\$428 89	DA-CUST#UPBCDA/SPECIAL PRINTED FOLDERS
75754-APCA	02/23/98	PROFESSIONAL FOOD SYSTEMS	\$1,340 88	\$512 36 \$356 04 \$472 48	CD JAIL-CUST#17130/ASSORTED FOODS CD JAIL-CUST#17130/ASSORTED FOODS CD JAIL-CUST#17130/ASSORTED FOODS
75755-APCA	02/23/98	PROFESSIONAL TECHNICAL ASSIS	\$25 00	\$25 00	CONST#3-REPAIR RADIO ANTENNA
75756-APCA	02/23/98	QUALITY AUTO	\$3,656 92	\$3,656 92	CD S-HAILDAMAGE DEDUCTIBLE
75757-APCA	02/23/98	GULL CORPORATION	\$1,193 78	\$132 00 \$107 96 \$203 90 \$269 90 \$480 02	SUP-ACCT#49034/OFFICE SUPPLIES SUP-ACCT#49034/OFFICE SUPPLIES SUP-ACCT#49034/OFFICE SUPPLIES SUP-ACCT#49034/OFFICE SUPPLIES SUP-ACCT#49034/OFFICE SUPPLIES

YEAR 0000

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Feb 1998

Approved Disbursements
ALL Checking Accounts

-THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check #....	HC Date....	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions..
75758-APCA	02/23/98	RANSEY JEANS	\$114 95	\$114 95	DIST CT-UNIFORM PANTS FOR LOUIE ENGLISH
75759-APCA	02/23/98	REEVES COUNTY AUDITOR	\$1,610.00	\$1,610.00	ISP-JAN'98 PALCEMENT/O D S
75760-APCA	02/23/98	RICK'S TIRE SERVICE	\$102 50	\$32 50 \$70 00	PCT#1-SERVICE CALL; BREAKDOWN & MOUNT TIRE PCT#1-SERVICE CALL; 4 TIRE MOUNTS
75761-APCA	02/23/98	ROCIC	\$150 00	\$150 00	D A-MEMBERSHIP FEE/RICHARD LINGLE 1/1/98-6/30/98
75762-APCA	02/23/98	RUSSELL TACKETT	\$268.00	\$268 00	PCT#1-REPAIR DN '89 CHEV PICKUP
75763-APCA	02/23/98	SANDY LIVENOOD	\$150 00	\$150 00	D CT-CAUSE#507-89/IN THE INTEREST OF T J LONG
75764-APCA	02/23/98	SCHMAAB, INC	\$54.80	\$15 20 \$39 60	DA-STOCK STAMPS SUP-(1)STOCK STAMP
75765-APCA	02/23/98	SCOTT-HERRIMAN, INC	\$141.07	\$141 07	CO CLK-PROBATE CASEBINDERS; SHIPPING CHGS
75766-APCA	02/23/98	BEARS	\$131 92	\$131 92	CO BLDG-TOOLS & TOOL POUCH
75768-APCA	02/23/98	SHEPARD'S	\$407 62	\$407 62	D A-ACCT#130000339/INVS SEPT-JAN'98
75769-APCA	02/23/98	SKINNER RADIATOR SHOP	\$40.00	\$40 00	PCT#1-CLEAN & REPAIR RADIATOR
75770-APCA	02/23/98	SMITH OIL COMPANY	\$612 00	\$357 00 \$255 00	PCT#1-DIL; DEXRON; ANTIFREEZE; TOWELS; TISSUE PCT#3-DIL; FUEL COND
75771-APCA	02/23/98	SMITHLINE BEECH	\$85 40	\$85 40	IND-DANNY GRANVILLE/MEDICAL 12/29/97
75772-APCA	02/23/98	SOUTHWEST GRAPHIC SYSTEMS	\$1,462 42	\$1,462 42	911-(15000)WHITE REFLECTIVE VINYL TAPE
75773-APCA	02/23/98	SOUTHWESTERN BELL TELEPHONE	\$3 30	\$3 30	D JUDGE-ACCT#214-106-2236-218-3/FEB 01/98 BILLING
75774-APCA	02/23/98	SOUTHWESTERN ELECTRIC POWER	\$1,167 14	\$1,060.72 \$106 42	CT HOUSE-ACCT#5674 7/JAN 07/98-FEB 05/98 BILLING ST LIGHTS-ACCT#1673 3/JAN 06/98-FEB 04/98 BILLING
75775-APCA	02/23/98	STANLEY JENKINS	\$7.74	\$7 74	CO S-REIMBURSE/MEALS@SCHOOL
75776-APCA	02/23/98	STATE BAR OF TEXAS	\$82 58	\$82 58	CO CT-GUARDIANSHIP&DISABILITES COURSE MATERIALS
75777-APCA	02/23/98	STEWART INSURANCE AGENCY	\$50 00	\$50 00	CO S-POLICY#13730235/ONIE HOLT
75778-APCA	02/23/98	STORY-WRIGHT INC	\$84 02	\$84 02	I C-(3)pk FOLDERS
75779-APCA	02/23/98	SUPERIOR GRAPHICS	\$220 56	\$220 56	D CLK-CRIMINAL MINUTES-VOL 32 & 33, SHIPPING CHGS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
75780-APCA	02/23/98	SWIFT INDEPENDENT PACKING	\$353 32	\$353 32	CO JAIL-CUST#420711/ASSORTED FOODS
75781-APCA	02/23/98	SYSCO FOOD SYSTEMS, INC	\$861 01	\$539 90 \$369 09	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS
				\$33 13cr \$14 83cr	CO JAIL-ACCT#288639/RETURNED FOOD CO JAIL-ACCT#288639/ASSORTED FOODS
75782-APCA	02/23/98	TACA FALL '97 CONFERENCE	\$65 00	\$65 00	CO TAX-MEMBERSHIP APPLICATION
75783-APCA	02/23/98	TACNEWS	\$100 00	\$100 00	NON DEPT-RENEWAL OF TACNEWS 1998
75784-APCA	02/23/98	TDCAA NON TRUST FUND/T98	\$39 50	\$39 50	CONST#2-(1)PENAL LAW BOOK
75785-APCA	02/23/98	TEFTELLER & PELAIÁ	\$350 00	\$350 00	D CT-CAUSE#11,165 [ATRICK NUNER
75786-APCA	02/23/98	TELETOUCH CORPORATION	\$142 76	\$142 76	CO S-ACCT#3062303/PAGERS(02/01/98 BILLING)
75787-APCA	02/23/98	TEXACO REFINING &	\$100 74	\$100 74	CO S-ACCT#6103028459/FEB. 6 '98 BILLING
75788-APCA	02/23/98	TEXAS DEPT OF LICENSING	\$80 00	\$80 00	CO BLDGS-BOILER#058752/JAN-15-1998 BILLING
75789-APCA	02/23/98	TEXAS DEPT OF CRIMINAL JUSTI	\$39,245 01	\$39,245 01	SUP-FY'96/97 REFUND ADJUSTMENT
75790-APCA	02/23/98	TEXAS DEPT. OF TRANSPORTATION	\$115 00	\$115 00	R O W-FM#852/CYPRESS CREEK(BALANCE FROM#154)
75791-APCA	02/23/98	TEXAS PROBATION ASSOC	\$225 00	\$225 00	JUV PROB-REGIST/R MITCHELL;L VINES;S EDWARDS
75792-APCA	02/23/98	TEXAS SCHOOL ASSESSORS ASSOC	\$100 00	\$100 00	CO TAX-REGIST/MICHEAL L SMITH 1998
75793-APCA	02/23/98	TEXAS STEEL CULVERT CO, INC	\$2,396 00	\$1,306 80 \$1,089 20	PCT#3-(1)72"DIA 16GA 40 SPIRAL 3:1 GALV 40FT PCT#3-(1)40"X 60"DIA 16GA CULVERT
75794-APCA	02/23/98	THE OILMER MIRROR	\$196 90	\$40 50 \$156 40	CO S-ACCT#245075/PUBLIC NOTICE SUP-ACCT#245069/ENVELOPES
75795-APCA	02/23/98	THE GREENWOOD/SCHULMAN REPOR	\$121 50	\$121 50	D A-SUBSCRIPTION 1998
75796-APCA	02/23/98	TJPC	\$80 00	\$80 00	JUV PROB-REGIST/HILTON WYLIE
75797-APCA	02/23/98	TOTAL QUALITY MACHINING	\$150 00	\$150 00	PCT#3-BEARINGS REMOVED & PRESSED BACK ON CHIPPER
75798-APCA	02/23/98	TYLER RADIOLOGY	\$36 00	\$36 00	CO JAIL-TAMMY PIERCE/MEDICAL 1/10/98
75799-APCA	02/23/98	TYLER UNIFORM CO, INC	\$164 95	\$164 95	CO S-(1)XXL. JACKET
75800-APCA	02/23/98	U S CAVALRY	\$174 25	\$124 35 \$49 90	CO S-CUST#2783601/PANTS; SHIRT; BELTS; CASE CO S-CUST#2783601/HOLSTERS(2)
75801-APCA	02/23/98	U S. DATA CORP	\$2,909 85	\$2,909 85	COMPUTER-CUST#C0072024/CONTRACT#K20214001

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check #....	HC Date....	Vender.....	Check Amount.	Invoice Amt	Invoice Descriptions
75802-APCA	02/23/98	UNCLE VINNIE'S PIZZERIA	\$36 50	\$36 50	D CT-3 PIZZAS
75803-APCA	02/23/98	UNDERWOOD REPORTING	\$225 00	\$225 00	D CT-COURT REPORTING 2/4&5/98
75804-APCA	02/23/98	UPSHUR COUNTY	\$209. 97	\$209 97	SUP-REIMBURSE/SUPPLIES&VALU-LINE PHONE BILLING
75805-APCA	02/23/98	UPSHUR COUNTY APPRAISAL DIST	\$27,047 75	\$27,047 75	APPRL DIST-2nd GTR. BUDGET ALLOCATION '97-98
75806-APCA	02/23/98	UPSHUR COUNTY CLERK	\$45 00	\$45 00	R D W-#518-20/DEEDS FM#1845 RECORDED
75807-APCA	02/23/98	UPSHUR RURAL ELECTRIC	\$177 05	\$177 05	D A-PAULA FERGUSON/HOT CK. RESTITUTION
75808-APCA	02/23/98	UPSHUR-RURAL ELECTRIC COOP .	\$54 98	\$54 98	PCT#4-ACCT#121782922/FEB 16 '98 BILLING
75809-APCA	02/23/98	VAHID BAGHERIAN, M D	\$207 00	\$53 00	D A-RODNEY MCCAIN/HOT CK RESTITUTION
				\$154. 00	DA-HOT CHECK REST. /C ROBINSON
75810-APCA	02/23/98	VICKERS L CUNNINGHAM, SR	\$57 00	\$57 00	CO. CT-VISITING JUDGE 1/5-7/98
75811-APCA	02/23/98	VINYARD'S	\$119 74	\$48 81	D A-LEWONZY WAYNE/HOT CK RESTITUTION
				\$30. 00	D A-BRENDA OGLESBY/HOT CK RESTITUTION
				\$27. 44	D A-BRENDA OGLESBY/HOT CK RESTITUTION
				\$13 49	D A-BRENDA OGLESBY/HOT CK. RESTITUTION
75812-APCA	02/23/98	VINYARDS	\$18 53	\$18 53	CO. JAIL-CLEANERS; MARAGINE
75813-APCA	02/23/98	VISA	\$661 84	\$352 12	JUV PROB-ACCT#0767; 1906; 0775/FEB 4 '98 BILLING
				\$309 72	CO JAIL-ACCT#1505/FEB. 4 '98 BILLING
75814-APCA	02/23/98	W W GRAINGER, INC	\$232 50	\$232 50	J CTR-ACCT#436 82-709-917-7/LAMPS
75815-APCA	02/23/98	WAL-MART #146	\$394 09	\$23 93	D A-EMILY C COLEMAN/HOT CK RESTITUTION
				\$66 15	D A-SUSAN SMITH/HOT CK RESTITUTION
				\$65. 00	D A-SUSAN SMITH/HOT CK RESTITUTION
				\$75. 42	D A-SUSAN SMITH/HOT CK RESTITUTION
				\$38 80	D A-EVELYN ROBERTS/HOT CK. RESTITUTION
				\$20 05	D A-MARY CHANDLER/HOT CK RESTITUTION
				\$81 70	D A-MARY CHANDLER/HOT CK RESTITUTION
				\$23 04	D A-KENNETH PAGE JR/HOT CK. RESTITUTION
75816-APCA	02/23/98	WAL-MART PHARMACY 10-0146	\$367 63	\$162 51	IND-DANNY GRANVILLE/JAN'98
				\$154 14	IND-OLEN R CROSS/JAN'98
				\$50. 98	IND-BETTY WASHINGTON/JAN'98
75817-APCA	02/23/98	WALMART STORE #146	\$136 30	\$25 74	PCT#1-ACCT#188/SUPPLIES
				\$23 21	D A-BATTERIES, CASS TAPES
				\$9 70	CO BLDGS-ACCT#188/HDWALL HGRS
				\$7 84	CO MAINT-BATTERIES
				\$22 96	CO MAINT-ACCT#188/BATTERY
				\$6 97	SUP-ACCT#145/CABLE

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/23/98 thru 02/26/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$39 88	CO S-ACCT#188/VIDEOTAPES
75818-APCA	02/23/98	WEST PUBLISHING	\$346 40	\$27 40 \$32 75	CONST#2-(1)TX LOCAL GOV CODE LAW LIB-ACCT#838-338-296/TEX. CODE RESEARCH GUIDE
				\$57 00 \$76 75	LAW LIB-ACCT#385-338-296/TX CASES V950-951 LAW LIB-ACCT#838-338-296/TEX. JURISPRUDENCE, 3D V17
				\$40 50 \$112 00	LAW LIB-ACCT#838-338-296/FEDERAL REP VOLS 126 LAW LIB-ACCT#838-338-296/TX CASES AS 1998 ANNUAL
75819-APCA	02/23/98	WEST PUBLISHING PAYMENT CTR	\$364 73	\$364 73	D A-ACCT#418-864-728/BALANCE OF ACCOUNT
75820-APCA	02/23/98	WHITE SWAN, NORTH	\$513 52	\$513 52	CO JAIL-CUST#420711/ASSORTED FOODS
75821-APCA	02/23/98	WHOLESALE SUPPLY COMPANY	\$361 17	\$98 06	CO TREAS-END-TAB MANILA FOLDERS; ALPHA-Z ACC COLOR-CODED ROLL-STYLE LABELS; COLOR-CODED YEAR LABELS; SHIPPING
				\$174 79 \$88 32	I C -PLAIN ENVELOPES; SHIPPING CHGS I C -POST-IT SMALL TAPE FLAGS; POST-IT TAPE FLAGSIRED & GREEN. DRYLINE CORRECTION FILM; 9 X 12 KRAFT ENVELOPES; SHIPPING CHGS
75822-APCA	02/23/98	WIL MAX, INC	\$40 00	\$20 00 \$20 00	D A-DOROTHY DUFFEY/HOT CK RESTITUTION D A-DOROTHY DUFFEY/HOT CK. RESTITUTION
75823-APCA	02/23/98	WINN'S AUTO & TRUCK REPAIR	\$350 17	\$65 32 \$81 93 \$167 90 \$35 00	CONST#2-FRONT BRAKE PADS CO S-UNIT#8/REPAIR RADIATOR; ANTIFREEZE CO S-REPLACE PADS & ROTOR; LABOR CO S-UNIT#23/REPLACE STARTER; REPLACE MIRROR
75824-APCA	02/23/98	YAZELL CHEVROLET-OLDS., INC	\$40 86	\$13 74 \$9 93 \$4 74 \$10 50 \$1 93	PCT#1-COVER PCT#1-RESERVOIR PCT#1-CAP ASM PCT#6-TRUCK#417/INSPECTION STICKER PCT#3-OASKET & SEAL
75825-APCA	HC 02/23/98	FIRST NATIONAL BANK GILMER	\$280,000 00	\$280,000 00	CD#29040 PURCHASED@ 70X(119days)TD MATURE 6/22/98
75826-APCA	HC 02/24/98	ELECTIONS SYSTEMS & SOFTWARE	\$1,350 00	\$1,350 00	ELECTION-1998 EXTENDED WARRRANTY
Total for APCA - Accounts Payable Clearing Account			\$441,456 81		
Grand Total			\$441,456 81		

183 records listed

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FULL
EXAMINATION
COUNTY CLERK
98 FEB 27 AM 10:40
UTHER COUNTY, TX
BY _____
IN PRESENCE OF _____

[Signature]
COUNTY CLERK, UTHER COUNTY, TEXAS
[Signature]
COMMISSIONER PCT 1, GEORGE LINDSEY
[Signature]
COMMISSIONER PCT 1, TOM STANLEY

[Signature]
COMMISSIONER PCT 1, ALEX JACKSON
[Signature]
COMMISSIONER PCT 1, CHARLES J. THOMPSON

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1/1/98 Dept District Clerk

Employee Margaret Richardson

Social Security No 466-68-2959 Emp. ID# 717

VOL 100 PG 11

X	CHANGES(S)	FROM	TO
X	Grade Step	6.17	6.18
X	Rate	1,375.00	1,400.00
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
X	Introductory Period Ended		Ment Increase
	Promotion		Transfer
	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

Comments Retroactive from 1/1/98.

Authorized by: Franklin Hamberki

Date: 2-11-98

Approved by

Date

TREASURER'S MONTHLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

JANUARY 1 THROUGH JANUARY 31, 1998

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENT BALANCE	TOTAL DEPOSITS
OPERATING ACCOUNT	8,380,278.14	1,963,806.16	797,387.61	9,546,696.69	1,542,567.07	2,686,836.13	54,723.02	9,491,973.67	9,546,696.69
INSURANCE ACCOUNT	263,196.070	130,363.71	48,864.84	344,694.94	205,000.00	203,000.00	91,694.94	253,000.00	344,694.94
IRC/125 ACCOUNT	8,090.34	10,743.98	9,164.32	9,670.00	0.00	0.00	9,670.00	0.00	9,670.00
INSURANCE CLEARING	0.00	25,397.80	25,337.80	60.00	0.00	0.00	60.00	0.00	60.00
TOTALS	8,651,564.55	2,130,311.65	880,754.57	9,901,121.63	1,747,567.07	2,889,836.13	156,147.96	9,744,973.67	9,901,121.63

The above information is found to be true and correct.

Charles L. Still

 County Judge, Charles L. Still

Gaddis Lindsey

 Commissioner, Pct. 1, Gaddis Lindsey

Tommy Stanley

 Commissioner, Pct. 2, Tommy Stanley

 Commissioner, Pct. 3, Rick Jackson

Charles K. Thompson

 Commissioner, Pct. 4, Charles K. Thompson

INDEBTEDNESS

1997 CERTIFICATES OF OBLIGATION	3,340,000.00
REFUNDING BONDS SERIES 1997	1,235,000.00
ROAD & BRIDGE #2/WHEEL LOADER	5,907.82
ROAD & BRIDGE #2/TRACTOR BACKHOE	13,045.53
ROAD & BRIDGE #2/MOTOR GRADER	88,081.69
ROAD & BRIDGE #1/TRACTOR & MOWER	12,408.59
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	33,729.55
ROAD & BRIDGE #1/MOTOR GRADER	89,023.36
BANK PROPERTY	198,687.88

TOTAL INDEBTEDNESS

1,675,884.42

(INVESTMENT REGISTER ON BACK)

1998 FEB 23 11:10:42

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris

 Myra Harris, County Treasurer

VOL. 50. PG 159

DINOSAUR VALLEY CONSTRUCTION, INC.
 End of County Road 327
 P.O. Box 7378
 GLEN ROSE, TEXAS 76043

LETTER OF TRANSMITTAL

VOL. 50 PG. 160

(214) 997-4901
 FAX (214) 897-7876

DATE 2-11-98 JOB NO. Upshur Co.
 ATTENTION Judge Charles Still
 RE Change Order

TO Upshur County
Upshur County Courthouse
Hwy 154 West
Gilmer, TX 75644

WE ARE SENDING YOU Attached Under separate cover via 2nd Day Air the following items:
 Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

NO.	DATE	DESCRIPTION
4	1-30-98	1 Plumbing

FEB 23 11:12 AM '98
 UP SHUR CONSTRUCTION
 BLDG. 101

THESE ARE TRANSMITTED as checked below

For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS

Please sign all four originals.
Retain one copy for your files
and return the other three
back to us.

COPY TO file

SIGNED: Deane Riddle

If enclosures are not as noted, kindly notify us at once.

Change Order
Construction Manager-Adviser Edition
AIA Document G701/CMA -
Electronic Format

OWNER []
 CONSTRUCTION MANAGER []
 ARCHITECT []
 CONTRACTOR []
 FIELD []
 OTHER []

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

PROJECT.
 (name, address)
 Additions and Alterations to the Upshur County Justice Center
 405 North Titus
 Gilmer, TX 75644

TO CONTRACTOR:
 (name, address)
 Pierce Plumbing Co., Inc.
 P O Drawer 5
 Newton, TX 75966

CHANGE ORDER NO 1
 INITIATION DATE January 30, 1998
 CONTRACT FOR Plumbing
 CONTRACT DATE January 12, 1998

The Contract is changed as follows
 Change drain waste and vent lines above slab from no-hub cast iron to DWV schedule 40 PVC
 Deduct \$ 2000 00

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	206,000.00
Net change by previously authorized Change Orders	\$	-0-
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	206,000 00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	-2,000.00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	204,000.00

The Contract Time will be (increased)(decreased)(unchanged) by zero (-0-) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

CONSTRUCTION MANAGER *Dinosaur Valley Construction Inc*
 ADDRESS *P.O. Box 7371*
Glen Rose, TX 76043

BY *[Signature]* DATE *2-11-98*

ARCHITECT

ADDRESS

BY *[Signature]* DATE *2-10-98*

CONTRACTOR **PIERCE PLUMBING CO., INC.**
 ADDRESS **P.O. DRAWER 5**
NEWTON, TX 75966

BY *[Signature]* DATE *2-3-98*

OWNER

ADDRESS

BY *[Signature]* DATE *1-12-98*

AIA DOCUMENT G701/CMA - CHANGE ORDER - CONSTRUCTION MANAGER-ADVISER EDITION - 1992 EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below

Electronic Format G701/CMA-1992
 User Document. UPSCO2-1.DOC - 1/30/1998. AIA License Number 101348, which expires on 9/7/1998 - Page #1

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PROPOSAL

Pierce Plbg. Co., Inc.
PO Drawer 5
Newton, Texas 75966
409-384-4811 or 397-4430

Date: 1-27-98

Proposal Submitted to	Work To Be Performed At
Name <u>Dinosaur Valley Const.</u>	Job <u>Upshire Co. Justice Center</u>
Street <u>PO Box 7378</u>	Address <u>Gilmer, Tx.</u>
City <u>Glenn Rose</u> State <u>TX</u>	Date of Plans _____
Telephone <u>(254) 897- 4901</u>	Architect _____

We hereby propose to change drain waste and vent lines above the slab in the addition to the Upshire Co. Justice Center from no-hub cast iron to DWV schedule 40 PVC. This would result in a savings of \$2000.00 over cast iron and would not affect the quality or longevity of the plumbing system.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Dollars (\$2000.00)

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted Bob Pierce

Per Pierce Plbg. Co., Inc.

Note--this proposal may be withdrawn by us if not accepted with in 10 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

*Call
4/27/98 input -025*

ACORD, CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
02/18/98

PRODUCER
Hanafin Bates & Assoc., Inc.
8144 Walnut Hill Lane, Suite 1081, LB54
Dallas, TX 75231
214-346-1500

THIS IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Gay & Son Masonry, Inc.
2000 Goodnight Ct.
Granbury, TX 76049

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Reliance National Indemnity
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	Reliance National Indemnity
COMPANY LETTER E	

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	NG80128238-01	01/01/98	04/01/98	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP / OF AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (any one fire) \$ 50,000 MED EXPENSE (any one person) \$ 5,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGED LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NWA0117788-03	01/01/98	09/01/98	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER				LIMITS \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
1. Insured is afforded Workers Compensation & Employers Liability as a co-employer under the policy for employees leased from AMS Staff Leasing, Inc. 2. Coverage is certified as respects Upshur County Jail, Gilmer, Texas

CERTIFICATE HOLDER
Upshur County Commissioners Court
Upshur County Courthouse
Gilmer, TX 75644

58 FEB 24 1998
UPSHUR COUNTY, TX
BY

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Paul C. Bates

ACORD 28-6 (7/99) SACORD CORPORATION 1998

ACORD 90

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
02/19/98

PRODUCER
Hanafin Bates & Assoc., Inc.
8144 Walnut Hill Lane, Suite 1081, LB54
Dallas, TX 75231
214-346-1500

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COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Reliance National Indemnity
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	Reliance National Indemnity
COMPANY LETTER E	

INSURED
Gay & Son Masonry, Inc.
2000 Goodnight Ct.
Granbury, TX 76049

COVERAGES
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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONTRACTORS PROT	NG80128238-01	01/01/98	04/01/98	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP / OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (any one fire) \$ 50,000 MED EXPENSE (any one person) \$ 5,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGED LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NWA0117768-03	01/01/98	09/01/98	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER				LIMITS \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 1 Certificate Holder is an additional insured as respects General Liability ALSO DINOSAUR VALLEY NAMED ADD INS ON G.L. WITH WAIVER OF SUB ON W.C. & G.L. 2 Certificate Holder is provided with a Waiver of Subrogation for General Liability 3 Certificate Holder is provided with a Waiver of Subrogation for Workers Compensation 4 Insured is afforded Workers Compensation & Employers Liability as a co-employer under the policy for employees leased from AMS Staff Leasing, Inc 5 Coverage is certified as respects UPSHUR COUNTY JAIL, GILMER, TX

CERTIFICATE HOLDER
Upshur County Commissioners Court
Upshur County Courthouse
Gilmer, TX 75644

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE
Paul C. Bates

ACORD 28-S (7/96)

©ACORD CORPORATION 1996

ACORD. CERTIFICATE OF LIABILITY INSURANCE

CSRS CC DATE (MM/DD/YY)
 CAYES-1 02/23/98

PRODUCER

Leick Johnson & Knight Ins.
 P. O. Box 516309
 Dallas TX 75251-6309

James A. Smith, CIC
 Phone No. 972-233-9855 Fax No. 972-960-7410

INSURED

Gay & Son Masonry, Inc.
 2000 Goodnight Court
 Granbury TX 76049

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Texas Builders Insurance Co.
COMPANY B	Scottsdale Ins. Co.
COMPANY C	National Union Fire Ins. Co.
COMPANY D	Consumer County Mutual

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	CLS410419	03/31/97	01/01/98	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ Excluded
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	EFM107785	03/31/97	03/31/98	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 100,000 PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE9327878	03/31/97	03/31/98	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC1681	05/30/97	01/01/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000
	OTHER Equipment Floater	TIM8764239	03/31/97	03/31/98	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Upshur County Jail
 Dinosaur Valley Construction & Certificate holder are named as additional insured on all policies except WC & Waiver of subrogation is added in their favor on WC and Automobile policies.

CERTIFICATE HOLDER

Upshur County Commissioners
 Court
 P.O. Box 730
 Gilmer TX 75644

OPSHURC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James A. Smith

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/09/1998

PRODUCER (903)757-4601 FAX (903)753-0782
Gans & Smith Insurance Agency, Inc.

1109 Judson Road
P. O. Box 2869
Longview, TX 75606

Attn: Deborah Latting ACSR

Ext:

INSURED
Progressive Masonry & Contracting Services, Inc
Rt 1 Box 355
Diana, TX 75640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A American States Insurance Co
COMPANY B
COMPANY C
COMPANY D

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNERS & CONTRACTORS PROT	04CC1077271	04/11/1997	04/11/1998	GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE INCL OTHER ARE EXCL				WC STATUTORY LIMITS \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$

COPIED 02/10/98
12

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder Is Hereby Shown As An Additional Insured On The Above Captioned Policy

CERTIFICATE HOLDER

Upshur County, Texas
Upshur County Courthouse
P O Box 730
Gilmer, TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Stephen Bell

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/05/1998

PRODUCER (318)688-5380
INSURANCE CONSULTANTS
OF SHREVEPORT, INC.
P. O. BOX 17920
SHREVEPORT, LA 71138-0920

FAX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A TEXAS WORKERS COMPENSATION INSURANCE FUND
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
Progressive Masonry, Inc.
Rt. 1 Box 355
Diana, TX 75640

Ext:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HRED AUTOS NON OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE OTHER	TSF0001068330	04/21/1997	04/21/1998	X INC STATUTORY LIMITS EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
GILMER, TEXAS
WAIVER OF SUBROGATION IN FAVOR OF DINOSAUR VALLEY CONSTRUCTION, INC. AND UPSHUR COUNTY COURTHOUSE.

CERTIFICATE HOLDER

UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURTHOUSE
P.O. BOX 730
GILMER, TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 25-S (1/98)

ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 02/09/1998

PRODUCER (903)757-4601 FAX (903)753-0782
 Gans & Smith Insurance Agency, Inc.
 1109 Judson Road
 P. O. Box 2869
 Longview, TX 75606
 Attn: Deborah Latting ACSR
 Ext:
 INSURED Progressive Masonry & Contracting Services, Inc
 Rt 1 Box 355
 Diana, TX 75640

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COMPANIES AFFORDING COVERAGE

COMPANY A	American States Insurance Co
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES
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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT	04CC1077271	04/11/1997	04/11/1998	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				WC STATU TORY LIMITS <input checked="" type="checkbox"/> OTH ER <input checked="" type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Certificate Holder Is Named As An Additional Insured On General Liability Policy Shown Above.

CERTIFICATE HOLDER
 Upshur County, Texas
 Upshur County Courthouse
 P O Box 730
 Gilmer, TX 75644

CANCELLATION:
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Hermes Payne/DJL *Hermes Payne*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/09/1998

PRODUCER (903)757-4601 FAX (903)753-0782
Gans & Smith Insurance Agency, Inc.
1109 Judson Road
P. O. Box 2869
Longview, TX 75606
Attn: Deborah Latting ACSR Ext:
INSURED Progressive Masonry & Contracting Services, Inc
Rt 1 Box 355
Diana, TX 75640

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COMPANIES AFFORDING COVERAGE
American States Insurance Co
COMPANY A
COMPANY B
COMPANY C
COMPANY D

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR OWNERS & CONTRACTORS PROT	04CC1077271	04/11/1997	04/11/1998	GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50000 MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR PARTNERS/EXECUTIVE OFFICERS ARE INCL ENCL OTHER				WC STATUTORY LIMITS \$ OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder Is Hereby Shown As An Additional Insured On The Above Captioned Policy

CERTIFICATE HOLDER

Upshur County, Texas
Upshur County Courthouse
P O Box 730
Gilmer, TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Stephen Bell

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/05/1998

PRODUCER (318)688-5380 FAX
INSURANCE CONSULTANTS
OF SHREVEPORT, INC.
P. O. BOX 17920
SHREVEPORT, LA 71138-0920
Attn: STEPHANIE ADAMS
INSURED
Progressive Masonry, Inc.
Rt. 1 Box 355
Diana, TX 75640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A TEXAS WORKERS COMPENSATION INSURANCE FUND
COMPANY B
COMPANY C
COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE OTHER	TSF0001068330	04/21/1997	04/21/1998	X WC STATUTORY LIMITS EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
GILMER, TEXAS

WAIVER OF SUBROGATION IN FAVOR OF DINOSAUR VALLEY CONSTRUCTION, INC. AND UPSHUR COUNTY COURTHOUSE.

CERTIFICATE HOLDER

UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURTHOUSE
P.O. BOX 730
GILMER, TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

R. H. [Signature]

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/09/1998

PRODUCER (903)757-4601 FAX (903)753-0782
Gans & Smith Insurance Agency, Inc.
1109 Judson Road
P. O. Box 2869
Longview, TX 75606

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Attn: Deborah Latting ACSR
Ext:
INSURED Progressive Masonry & Contracting Services, Inc
Rt 1 Box 355
Diana, TX 75640

COMPANIES AFFORDING COVERAGE	
COMPANY A	American States Insurance Co
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

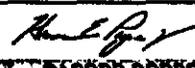
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY A CLAIMS MADE X OCCUR OWNERS & CONTRACTORS PROT	04CC1077271	04/11/1997	04/11/1998	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR PARTNERS/EXECUTIVE OFFICERS ARE INCL EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder Is Named As An Additional Insured On General Liability Policy Shown Above.

CERTIFICATE HOLDER

Upshur County, Texas
Upshur County Courthouse
P O Box 730
Gilmer, TX 75644

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Hermes Payne/DJL 

UPSHUR COUNTY CHILD PROTECTION BOARD
P.O. Box 1155 Gilmer, Texas 75644

Commissioner's Court
Upshur County
Gilmer, Texas 75644

The members of the Child Protection Board are happy to inform you that we are asking permission to finally fill the remaining position on this Board. The name of James (Jim) Iitl of the Pritchett community has been recommended to us and we have spoken to him and he seems very interested in the work we do. We had a concern about the time he could donate to us, but he assures us that he can do his part as a Board member. We, therefore, submit his name as a member of the Child Protection Board. We will now have fifteen members working and I must admit that we are all very active and planning many new things for the children of this county.

Sincerely,

Loyce Powell
Loyce Powell
Chairperson

FILED
98 FEB 23 11:04 AM
UPSHUR COUNTY, TX
BY _____
AFFIDAVIT

We did elect officers for the next year--many seem to be the same as before

Chairperson Joyce Powell
Vice-Chair Dick Fromm
Secretary Lucille Underwood
Treasurer Betty White
Regional Repre. Butch Ragland

REGISTRATION FORM

26th ANNUAL COUNTY AND DISTRICT CLERKS' CONTINUING EDUCATION SEMINAR TEXAS AGRICULTURAL EXTENSION SERVICE

MARCH 17-19, 1998

Name _____ County _____
County Clerk _____ District Clerk _____ County & District Clerk _____
Other (please specify) _____

Accompanied by Spouse: Yes ___ No ___ Spouse's Name _____

Registration Fee

\$70.00 for Officials or Deputy (includes one banquet ticket) \$ _____

\$25.00 for Extra Banquet Ticket \$ _____

TOTAL REMITTANCE \$ _____

Make checks payable to: **26th County & District Clerks' Seminar**

Send to: Ms. Jacque Hand, Scheduling and Conference Coordinator
Drawer H-1, Aggieland Station
College Station, Texas 77844-1232
Phone Number: (409) 845-7692
Fax Number: (409) 845-2519

Agenda: 2-23-98

TO: Commissioners Court
FROM: Rex Shaw
Frankie Montgomery (1-Deputy also included)

Approval requested to attend the Seminar as listed above to be held at College Station, March 17-19, 1998.

Rex Shaw
Rex Shaw/Upshur Co. Clerk

FM
Frankie Montgomery/District Clerk

BY _____ DEPUTY
98 FEB 23 11:13:42
UPSHUR COUNTY TX
JACQUE HAND



U.S. Department of Justice

Civil Rights Division VOL 50 PG 175

EJ:DHH:NT:emr
DJ 166-012-3
97-3925

Voting Section
P O Box 66128
Washington, DC 20035-6128

February 2, 1998

The Honorable Charles L. Still
Upshur County Judge
P. O. Box 790
Gilmer, Texas 75644

Dear Judge Still:

This refers to the polling place change (Precinct No. 1) for Upshur County, Texas, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. 1973c. We received your submission on December 15, 1997.

The Attorney General does not interpose any objection to the specified change. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the change. See the Procedures for the Administration of Section 5 (28 C.F.R. 51.41).

Sincerely,

Elizabeth Johnson
for Elizabeth Johnson
Chief, Voting Section

93 FEB 23 AM 10:42
Upshur County, TX
16917

VCN 50 PG 176



County of Knox

David N. Perdue
County Judge

OFFICE OF COUNTY JUDGE

P O BOX 77
BENJAMIN, TEXAS 79505

Office
(817) 454-2191
Fax # 454-2022

TO: COUNTY JUDGES
FROM: DAVID N. PERDUE
KNOX COUNTY JUDGE *[Signature]*
DATE: 02/12/98
RE: 1998 DUES

Your annual dues of **\$500.00** are now due to the COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS.

Please forward your county check to:

David N. Perdue
First Vice President
CJCAOT
P.O. Box 77
Benjamin TX 79505

In behalf of the officers and directors, we appreciate your continued support, and we look forward to serving you in 1998.

DNP/lh

FILED
JAN 23 1998
JAN 23 1998
U.S. DISTRICT COURT
DALLAS, TEXAS
58 FEB 23 11:10:42
BY _____
CLERK

TEXAS COMMISSION ON JAIL STANDARDS

EXECUTIVE DIRECTOR

Jack E. Crump



P.O. Box 12985
Austin, Texas 78711
Voice: 512/463-5505
Fax: 512/463-3185

February 11, 1998

The Honorable Charles Still
County Judge, Upshur County
P.O. Box 790
Gilmer, Texas 75644

and

Sheriff R.D. Cross
Sheriff, Upshur County
405 North Titus
Gilmer, Texas 75644

Dear Judge Still and Sheriff Cross:

Reference the construction documents submitted for the Upshur County Justice Center Addition.

Correspondence and discussions with your architect indicate the design is consistent with the Minimum Jail Standards.

You may proceed with construction.

Sincerely,


Jack E. Crump
Executive Director
JEC/mb

SC FEB 23 2:13:42
L. H. H. H. H. H.
L. H. H. H. H. H.

cc: Danny Butler, Dinosaur Valley Construction
Lamar McDonald, McDonald Architects, Inc.
Paul Scarborough, Inspector

Judge Larry T. Craig, Chairman
LTG Marc A. Cisneros (Ret.), Premont
Patrick O. Keel, Austin

Comm J D Johnson, Vice-Chairman
C O. Hadaot, Hillister
Manuel Rivera, M.D., El Paso

Sheriff Terry G. Box, McKinney
Sheriff Carnella Jones, Claude
Marcia Saunders, Lake Kiowa

CONSTRUCTION APPROVAL RULES 257

FACILITY: Upshur County Justice Center Addition

DATE OF THIS REVIEW: January 14, 1998

.1 Initial Contact October 9, 1997

.3 Architects/Engineers McDonald Architects, Inc./Dinosaur Valley Construction

Contact Lamarr McDonald

.4 Required Submissions

Schematic design October 9, 1997.

Design development None Provided

Construction documents January 2, 1998

Contact re: Unresolved Items January 28, 1998

Architect/Engineer Response January 30, 1998
February 5, 1998

.5 Official Comments

Please insure this document is reviewed by the County Judge and Sheriff and concurred in. If not concurred in submit documentation as to reasons why.

.7 Occupancy Inspections

Please notify this agency 30 days prior to completion so that an occupancy inspection can be scheduled.

(This review form must be used in conjunction with the Texas Minimum Jail Standards Manual.)

Individuals and/or entities regulated and/or authorized by the Texas Commission on Jail Standards shall direct all complaints regarding the Commission procedures and functions to the Deputy Director at P.O. Box 12985, Austin, Texas 78711. (512/463-5505)

CONSTRUCTION DRAWINGS CHECK LIST

NEW CONSTRUCTION RULES 259

GENERAL

- | | | |
|----|---|--------------------------------------|
| .1 | Objectives
needs
future expansion
a clear definition of functions and objectives | Satisfactory/See Population Reports. |
| .2 | Unfinished Areas | None |
| .3 | Design Concept
structurally sound
fire resistive construction materials
not connected to nonfire resistive building
provide adequate security and safety
provide support functions and equipment | Satisfactory |

NEW MAXIMUM SECURITY DESIGN

- | | | |
|------|---|--------------|
| | •Accessible Routes
all accessible cells provided on an accessible route
(TDLR will check route) | |
| .100 | Facility Site
sufficient size for facility and projected expansion
*buffer zone | Satisfactory |
| .101 | Facility Operation Concept
receive and hold unclassified persons
frequent process in and out | Satisfactory |

*Recommended, Not Required

*ADA Accessibility Guidelines/TAS

New Maximum Security Design - CD

- .102 Facility Security Requirements Satisfactory
protect inmates, staff, visitors
deter or prevent escapes
- .103 Special Security Satisfactory
facility constructed and maintained as a security unit
security perimeter not compromised
- .104 Construction Materials Satisfactory
metal, masonry, concrete or comparable materials
desired level of security determines materials
- .105 Public Areas Satisfactory/Existing
located outside security perimeter
public access to security perimeter controlled
public lobby or waiting area with seating, drinking fountains, rest rooms
disabled accessible
*lockers or storage for visitor's articles
- .106 Vision into Inmate Areas Satisfactory
preclude direct vision by the public
- .107 Administrative Space Existing
- .108 Squad Rooms Satisfactory
located outside security perimeter
*locker space, toilets, lavatories, showers, dressing rooms, classroom space for
staff
*accessible toilets, lavatories, showers
*break and dining space
- .109 Arsenal Existing
- .110 Inmate Movement Into and Out of Facility Satisfactory
*no undue exposure to public
- .111 Inmate Movement Inside Facility Satisfactory
orderly movement of inmates and services

*Recommended, Not Required

*ADA Accessibility Guidelines/TAS

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- .112 Observation Satisfactory
constructed to facilitate observation of inmates
- .113 Emergency Access Not Applicable
elevator or passageway to accommodate EMS in multistory buildings
- .114 Segregation Satisfactory/Holding cell 181 will
comply with TAS requirements. Female
inmates will be housed in existing
cells areas. See letter from
architect January 30, 1998.

 - cells/day rooms of varying capacity
 - < 200 NLT 10% separation cells
 - > 200 NLT 20 separation cells plus
single cells with adjacent day rooms for
a total of 10% of capacity
 - capacity of each cell and day room
not to exceed 20% of capacity
 - total dormitories not to exceed 40% of capacity
 - *3% but NLT 1 of the total number of cells accessible
dispersed among all categories and types of cells

- .115 Functions Satisfactory/Existing
 - Inmate Processing:
 - sally port
 - reception and holding
 - shakedown
 - booking
 - identification
 - dressing in and out
 - video taping/intoxilizer
 - Detention:
 - inmate housing
 - segregation
 - visiting
 - guard stations
 - Support/Services:
 - public areas
 - administrative offices Existing
 - food service
 - laundry Existing
 - inmate commissary Existing
 - storage
 - sanitation
 - medical exam and treatment
 - multipurpose room
 - recreation and exercise
 - inmate programs and activities
 - counseling
 - squad room
 - line-up

*Recommended, Not Required

*ADA Accessibility Guidelines/TAS

New Maximum Security Design - CD

library

.116 Vehicular Sally Port

Satisfactory/Sally port doors 4 and 5 will be opened, closed, locked and unlocked from the existing control room. The architect is trying to redesign the space to allow vehicles to pass one another. See letter from architect January 30, 1998.

located inside or abutting the building
sufficient to accommodate anticipated transportation vehicles
secured with one or more entrance doors opened, closed, locked, and unlocked remotely
identification of approaching persons

.117 Inmate Entrance

Satisfactory

sally port to safety vestibule
allow for the passage of patient evacuation equipment between interlocking doors
observation and identification of approaching persons
•at least one accessible including safety vestibule

.118 Weapon Storage

Satisfactory

separate, secure storage space located at all entrances to security perimeter for
weapons and ammunition

.119 Processing Area

Satisfactory/Telephones will be provided. See letter from architect January 30, 1998.

located within security perimeter away from housing areas
designed to readily permit booking, shakedown, identification, and dressing
telephone
access to drinking fountains and toilets

.120 Identification

Satisfactory

space provided for photographing, finger printing, and identification

.121 Visiting Areas

Satisfactory/Attorney/inmate non-contact visitation is existing. A volume controlled telephone will be

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provided at the disabled accessible seats in visitation 194 and 195. See letter from architect January 30, 1998.

- adequate for capacity
- designed for the security sought to be achieved
- audible communication
- prevent passage of contraband
- disabled accessible for visitors and inmates
- seating for inmates and visitors
- passage of legal papers between inmates and attorneys
- 5% but not less than 1 cubicle accessible on the inmate and the visitor side (applies to non-contact visiting areas serving accessible cells)
- both sides of at least one cubicle equipped with volume controls

.122 Guard Stations

Satisfactory/An accessible staff toilet will be provided at chase/storage 129. See letter from architect January 30, 1998.

- sufficient number on each floor
- accessible staff toilets and lavatories in close proximity

.123 Kitchen

Satisfactory/A desk will be provided for menu preparation and record keeping. Floor drains will be provided in the renovated kitchen area. See letter from architect January 30, 1998 and revised construction documents received February 5, 1998.

- provided within the system
- space and equipment allow for receiving, storage, processing, preparation, cooking, baking, serving, dish washing, cleaning, menu preparation, record keeping, personal hygiene, removal of waste and garbage
- functions performed without compromising the security
- not a passageway for nonfood handling persons
- adequate dry and cold storage
- separate storage for nonfood items
- floor pitched to adequate number of drains and allows for proper cleaning

.126 Commissary

Existing

.127 Storage Area Capacities

Satisfactory/Raised perforated mattress storage will be provided in storage 168. Sufficient storage will be provided for both mattress and inmate uniforms and linens. See letter from architect January 30, 1998.

inmate property
inmate uniforms and linens
inmate mattresses, raised perforated

2 cubic feet per inmate
3 cubic feet per inmate
5 1/4 cubic feet for 25% of total capacity

.128 Janitorial Storage Space

Satisfactory

adequate, secured, well ventilated
administrative area and security perimeter
sufficient broom and mop racks

.129 Medical Space and Equipment

Satisfactory/A locked cabinet will be provided in medical exam 190 for drug storage. See letter from architect January 30, 1998.

adequate space first aid equipment
space and equipment for medical exam, treatment and convalescent care or provisions in health services plan
adequate, secure storage for medical supplies and drugs
•if provided, 10% medical cells accessible housing inmates over 24 hours or NLT 1 cell accessible
•if provided, NLT 1 accessible inmate toilet, lavatory, drinking fountain and shower on accessible route

.130 *Infirmery

None Provided

.131 Multipurpose Rooms

Satisfactory

one or more, 200 s.f. each
NLT 200 s.f. each per 100 inmates

.132 Exercise Area

Satisfactory

one or more, secured
alternate areas for inclement weather
*outdoor areas covered with security enclosure

available *accessible toilet and drinking fountain
< 100 inmates NLT 800 s.f. each
> 100 inmates 15 s.f. per maximum number of inmates using it at one
time, NLT 1000 s.f. each
area within close proximity direct supervision housing
*adjacent to direct supervision housing
consider 1 hour per week sunlight after 10 days of confinement

- .133 Single Cells Existing
- .134 Multiple Occupancy Cells Satisfactory/Multiple occupancy cell
131 has been revised to a 4 person
cell and provides adequate square
footage. See revised construction
drawings received February 5, 1998.
 - 2 to 8 bunks
 - NLT 40 s.f. clear plus 18 s.f. clear
 - 1 toilet and lavatory
 - *should not provide in direct supervision facilities
- .135 Dormitories See note at 259.134.
- .136 Day Rooms See note at 259.134.
 - all single cells, multiple occupancy cells, and dormitories
 - NMT 48
 - NLT 40 s.f. clear plus 18 s.f. clear
 - adequate toilets, lavatories, mirrors, showers, seating and tables
 - *utility sink
 - electrical receptacles with ground fault protection
 - *power to receptacles individually controlled outside cell
- .137 Separation Cells Satisfactory
 - 1 bunk, mirror, table, seat separate from bunk
 - electrical receptacles with ground fault protection
 - power to receptacles individually controlled outside the cell
 - toilet, lavatory, shower, floor drain
 - NLT 40 s.f. clear floor space
- .138 Holding Cells Satisfactory/Stationary benches
between 16" and 20" will be provided
in holding cells 181 and 180. See
letter from architect January 30, 1998

*Recommended, Not Required

*ADA Accessibility Guidelines/TAS

New Maximum Security Design - CD

and revised construction documents received February 5, 1998.

one or more stationary bench or benches abutting the wall seating 16" to 20" a.f.f., NLT 12" wide NLT 24" linear seating per inmate adequate toilets, lavatories, floor drains floor pitched to drains cell size determined for anticipated maximum # of inmates at one time NMT 24 inmates, NLT 40 s.f. plus 18 s.f. durable and easily cleaned floor, wall and ceiling material located for easy supervision and to materially reduce noise

.139 Detoxification Cells

Existing

.140 *Violent Cells

None Provided

.141 Dimensions

Satisfactory

all cells and day room heights NLT 8' all cells and day room widths NLT 5'6" corridor widths NLT 4'

.142 Safety Vestibules

Satisfactory/Interlocked safety vestibules will be provided with override capability. Safety vestibule 127 will meet disabled accessibility requirements. See letter from architect January 30, 1998.

each living area and day room for 3 or more inmates 1 or more interior doors and main entrance door remotely locked and unlocked outside inmate areas override capability for interlocked doors

.143 Furnishings For Inmate Housing Areas

Bunks

Satisfactory

fire resistive and securely anchored NLT 6'3" X 2'3" *accessible cells provided with NLT 1 accessible bunk with sufficient maneuverable space

Toilets and lavatories

Satisfactory

*Recommended, Not Required

*ADA Accessibility Guidelines/TAS

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detention type
vandal resistant in direct supervision areas
1 toilet and lavatory capable of providing drinking water for each 8 inmates
•accessible cells provided with NLT 1 accessible toilet, lavatory,
and drinking fountain meeting ADA requirements

Showers

Satisfactory

NLT 2'6" square X 7' high
vandal resistant
*resist soap and water
*NLT 2'6" square drying area sloped to drain
provide 1 in each separation cell and 1 for each increment of 12 inmates in day rooms
•accessible cells provided with NLT 1 accessible shower meeting ADA requirements

Tables and Seating

Satisfactory/Disabled accessible
holding cell 181 will be provided with
a 18" high bench. See letter from
architect January 30, 1998.

resist vandalism
fire resistive, securely anchored, reasonably remote from toilet areas
anchoring not required in direct supervision day rooms
benches NLT 12" wide
12" stools
16" to 20" seating height
•17" to 19" seating height for accessible cells
•anchored tables and benches shall accommodate at least 1 disabled inmate

Privacy Shields

Satisfactory/Privacy shields will be
provided in holding cells 180 and 181.
A "hospital" type curtain will be
provided in medical exam 189. See
letter from architect January 30,
1998.

reasonable privacy in dormitories, multiple occupancy cells,
single occupancy cells, holding cells, and day rooms
about 15" from floor to about 4' 6" high
securely anchored
•shields shall not intrude on the clear floor space required for accessible
fixtures and the route to accessible fixtures

Mirrors

Satisfactory

unbreakable material

above lavatories in day rooms and separation cells

- Fixed shelves **None Provided**
- .144 Walls **Satisfactory/The interior and exterior walls will be reinforced with #3 bars 8" on center and be fully grouted. See letter from architect January 30, 1998 and the revised construction documents received February 5, 1998.**
- *vandal resistive, easy to maintain
 exterior walls: min. 8" block reinf. with #3 bars 8" o.c. and all cells filled with 2500 psi grout, or min 4"thick conc plank reinf. with #4 bars 8" o.c. each way, or min 3/16" thick steel plate. Type: CMU reinforced: YES
 interior walls: min. 6" block reinf. with #3 bars 8" o.c. and all cells filled with 2500 psi grout, or min 4"thick conc plank reinf. with #4 bars 8" o.c. each way, or min 3/16" thick steel plate. Type: CMU reinforced: YES
 comparable materials and methods approved by the Commission may be utilized
- .145 Floors **Satisfactory**
 *resistant to wear and moisture
 nonslip surface at shower entrances
- .146 Ceilings **Satisfactory**
 min 4" thick conc plank reinforced with #4 bars 8" o.c. each way
 or min 3/16" thick steel plate in inmate housing areas
 comparable materials and methods approved by the Commission may be utilized
- .147 Vermin Control **Satisfactory**
 protect against entrance and infestation
 contribute to efficient maintenance and housekeeping
- .148 Windows and Screens **Satisfactory/No operable windows.**
 insect screens where operable windows are provided
 commensurate with security of the walls
 *windows or skylights in inmate and activity areas
- .149 Vent Grilles **Satisfactory/Maximum security grilles will be provided in all inmate housing areas. See letter from architect January 30, 1997.**

commensurate with security sought to be achieved
securely anchored

.150 Food Passes Satisfactory
*NLT 15" wide and 4 1/2" high
*lockable shutters to prevent passage of contraband

.151 Detention Doors Satisfactory
hollow metal security doors 12 - 14 gauge inside security perimeter
plate NLT 3/16"
security quality determined by security sought to be achieved
detention hardware and accessories
NLT 28" clear and 6' 8" high

.152 Door Stops Satisfactory/Door stops will provide a
minimum 6" space between the door and
wall. See letter from architect
January 30, 1998.

on all detention doors
minimum 6" space between door and wall

.153 Door Closers Satisfactory
appropriate for the weight of the door

.154 Keys and Locks Satisfactory/Door D-2 will be provided
with a maximum security paracentric
keyed lock. See letter from architect
January 30, 1998.

especially for detention use for detention doors
mogul or paracentric
additional set maintained by the operator

.155 *Key Cabinets Satisfactory
secured, suitable locations

.156 Power Operated Locks See note at 259.154.
motor, solenoid or pneumatic type
electrical control unlocking
manual key unlocking
automatic deadlock upon closing
door position indicators
*heavy duty, detention type door closers on all swinging doors

*Recommended, Not Required

*ADA Accessibility Guidelines/TAS

New Maximum Security Design - CD

- .157 Remote Controls **Satisfactory/Existing**
 remote individual unlock and lock for doors to single cells,
 multiple occupancy cells, dormitories, day rooms
 secure
 exemption: single cells with contiguous day room and separation cells which open
 directly on an exiting corridor
- .158 Emergency Operation of Doors **Satisfactory**
 all doors to cells and day rooms have manual means at the door or remote location
- .159 Access Doors **Satisfactory**
 constructed and secured with locks commensurate with security level sought
- .160 Temperature Control **Satisfactory**
 between 65° and 85° Fahrenheit in occupied areas
- .161 Air Flow **Satisfactory**
 admit fresh air and remove disagreeable odors
 operational windows, or emergency mechanical system connected to emergency circuitry
- .162 Plumbing **Satisfactory**
 Standard Building Code or equivalent
 warm and cold water at all lavatories
 warm water at all showers
 water 100° to 120° Fahrenheit
 quick shutoff valves
- .163 Sinks **Satisfactory/A mop sink is provided in
 the existing lobby 102 of
 administration. See letter from
 architect January 30, 1998.**
 sufficient number with hot and cold water
 in security perimeter and administrative area
- .164 Faucets **Satisfactory/Hose bibbs will be
 provided no more than 100' apart. See
 letter from architect January 30,
 1998.**
 cold water with standard hose connection
 hose connections in plumbing access or corridors, NMT 100' apart
- .165 Floor Drains **Satisfactory**

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located throughout the facility
in toilet, lavatory, and shower areas
securely anchored drain covers

.166 Lighting

Satisfactory/Maximum security lighting
will be provided in holding cells 180
and 181. See letter from architect
January 30, 1998.

adequate illumination provided in cells and day rooms
20 FC at mirrors and tables
master light controls and conduit out of reach of inmates
*inmate controlled lighting
override capability on inmate controlled lighting
detention type in cells and day rooms
night lights
continuous at control areas and means of egress
building exteriors and entrances lighted

.167 Audible Communication

Satisfactory/Intercoms will be
provided at separation cells 122-125,
133-136 and 141-142. See letter from
architect January 30, 1998.

two-way voice communication available at all times
3% but NLT 1 of the total number of accessible cells which contain permanently
installed telephones to have volume controls

.168 Television Monitoring

Satisfactory

viewing of toilet and shower areas not allowed except in medical
or special observation

.169 Electrical Power

Satisfactory

comply with state and local codes and ordinances
receptacles in corridors or chases

- (2) dividing fire and smoke partitions between floors, between compartments and in corridors with self closing fire doors **Satisfactory**
 - (3) class "A" interior finish materials on all interior surfaces **Satisfactory**
 - (4) designed for isolation of fires, riots, or other emergencies **Satisfactory**
 - (5) means of egress components (NFPA 101, Section 14.2.2) doors, stairs, smoke proof enclosures, horizontal exits and passageways **Satisfactory**
- .13 Number of Exits **Satisfactory**
NLT 2' unobstructed, remote exits per floor
NMT 150' from most distant point on floor
(NMT 200' if fully sprinklered)
elevators not relied on as exits
- .14 Width of Exits **Satisfactory**
minimum 28" width for exit doors of cells for up to 48 inmates
NLT 36" or .2" width per inmate for all other doors
NLT 44" or .3" width per inmate utilizing stairs in multistory buildings
- .15 Illumination of Exits **Satisfactory/Safety vestibules 169, 177 and 184 will be provided on emergency power. See letter from architect January 30, 1998.**

all means of egress properly illuminated at all points at all times
NLT 1' candle measured at the floor
failure of any lighting unit will not leave any area in darkness
- .16 Exit Marking **Satisfactory**
access to exits properly marked
exit signs readily visible and continuously illuminated
- .17 Exit Stairway **Not Applicable**
2-hour fire rated enclosure and self closing doors
- .18 Exit Doors **Satisfactory**
swing in direction of exit traffic
unobstructed
- .19 Hazardous Area Protection
(a) Separated by 2-hour fire resistive materials and 1 1/2-hour rated openings:
(1-hour materials and 20 minute rated openings when fully sprinklered)

general storage, boiler or furnace room, fuel storage, chemicals/cleaning supplies, maintenance including wood working and painting areas, laundry, kitchen. Satisfactory/Storage 111, 129, 161, 168 and mechanical/electrical 167 will be provided 2 hour fire rated enclosures and 1 1/2 hour openings. See letter from architect January 30, 1998.

(b) Cooking facilities producing grease laden vapors: Satisfactory

(c) Hazardous processes or storage areas with explosion potential: Satisfactory/Mechanical/electrical room 167 and chase/storage 129 will be provided explosion venting. See revised construction drawings received February 5, 1998 and letter from architect January 30, 1998.

.20 Duct Dampers (in new facilities and new additions) Satisfactory
duct work contains dampers to resist passage of smoke at smoke partitions and floor levels
duct operates automatically upon detection of smoke
(exception does not apply to duct work which is part of smoke detector or removal system)

.21 Construction Materials and Furnishings Satisfactory/Fire resistant and nontoxic mattresses and pillows will be provided by the county. See letter from architect January 30, 1998.

noncombustible or low hazard material only
fire resistant and nontoxic mattresses and pillows

DETECTION AND ALARM SYSTEMS

VOL 50 PG 195

.30 General

Satisfactory/Smoke detection will be provided in training 109. See letter from architect January 30, 1998.

fire detection and alarm system provided

- (1) automatic fire detection for all areas
- (2) manual fire pull alarm for staff
- (3) visual/audible annunciation of all fire detecting and extinguishing systems at a continually staffed location

.31 Smoke Detection

Satisfactory

inmate occupied areas provided with smoke detectors located to meet detection testing criteria of Section 263.52(f) (Smoke Management)

.33 Notification of Others

Satisfactory

*annunciate at local fire department

LIFE SAFETY AND EMERGENCY EQUIPMENT

.50 Emergency Electrical Power

Satisfactory/Emergency lighting will be provided in search 182, kitchen 186, and sally port 178. See letter from architect January 30, 1998.

new facilities, new additions and major renovations equipped with back-up electrical generator which operates manually and automatically minimum period of 1 1/2 hours uninterrupted emergency power provided for emergency illumination, exit lights, smoke management system, fire detection and alarm, audible communication security control systems, normal ventilation required for smoke detection

.51 Smoke Management

(a) General - consideration of:

Satisfactory

automatic/manual fire detection, automatic/manual fire alarm, automatic/manual smoke control, automatic/manual fire suppression

(b) Coverage

Satisfactory

detention and support areas within security perimeter provided with smoke management, mechanical smoke control, and smoke removal system

- (C) Compartmentation
smoke barriers meet NFPA 101 Section 14.3
- (d) Control of smoke migration (smoke control)

Satisfactory

Satisfactory/Air flow patterns will be provided to comply with a 75% horizontal and 50% vertical distribution. The roof top units will shut off during smoke purge and will not cause the smoke to migrate out of the cell. See letter from architect January 30, 1998.

automatic activation, restrict migration
air flow patterns - 75% horizontal, 50% vertical
capacity not less than 15 air changes/hour
manual override capacity

.52 Standpipes and Hoses

Satisfactory/A 100' long 1 1/2" hose will be provided. See letter from architect January 30, 1998.

wet NFPA 14 Class III standpipe and hose system or system reduced to NFPA 14 Class I with complete, automatic sprinkler protection

.53 Portable Fire Extinguishers

Satisfactory/Portable fire extinguishers will be provided every 75'. See letter from architect January 30, 1998.

portable fire extinguishers provided in number, size, and type at appropriate locations to meet NFPA 101

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PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 2-20-98

Formal notice is hereby given that MARY MALONEY whose principal address is RT. 2 BOX 1824-R, GLADEWATER, TX 75642 does hereby propose to place a CULVERT within the ROW of County Road REDWOOD. 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 _____

734-7701

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.

FILED
CLERK OF COUNTY COURT
UPSHUR COUNTY, TEXAS
FEB 23 11:10 AM '98

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 damages.

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 _____, 19____

Charles Bell
COUNTY JUDGE

COMMISSIONER PCT. 3

Walter Lindsey
COMMISSIONER PCT. 1

Charles J. [Signature]
COMMISSIONER PCT. 4

Tommy Stanley
COMMISSIONER PCT. 2

See attached

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned SIGMON PRODUCTION, 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)

MARTIN LANE AND NUTHATCHER

90 FEB 23 11:10:43 AM
FILED
REX A. SH...
C... 7 21...

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 A DRILLING RIG from its lands located in Precinct No. 1, Upshur County. and completing the Cranes + app. used

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 First Party Signature
P.O. BOX 566
Street or Box
WHITE OAK, TX. 75693
City, State and Zip Code
903-759-3889
Telephone
Timber Tract
2-19-98
Date Signed

Chak... Still
County Judge
Gaddis... Lindsey
Commissioner 1
Tommy... Stanley
Commissioner 2
Commissioner 3
Ch... Taylor
Commissioner 4
Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned SIGMON PRODUCTION, 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) MARTIN LAKE AND NUTCHER

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 A 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. and completing the Browley #1 gas well, McKinney & Williams Survey.

5. First Party agrees to POST SURETY BOND in the amount of \$N/A 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 566
Street or Box
WHITE OAK, TX. 75621
City, State and Zip Code
903-759-3889
Telephone

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

See attached

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PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT # 3

DATE 2-17-98

Formal notice is hereby given that Southwestern Bell Telephone whose principal address is 611 W. Elm, Tyler, Tx. 75702 does hereby propose to place a buried telephone cable within the ROW of County Road White Oak 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 X TITLE _____

P. Stone #

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:

FILED
2000
MAR 15
1998
UPSHUR COUNTY
CLERK

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.

Tommy Stanley

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 damages.

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 _____, 19____

C. J. [Signature]
COUNTY JUDGE

COMMISSIONER PCT. 1

Johnny Stanley
COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

[Signature]
COMMISSIONER PCT. 4

VOL. 50 PG 204

Form No	7871	Date	12/15/98
By	Denny	For	Richard Graham
Checked		Checked	William Rose
Phone 1		Phone 2	
Fax 1		Fax 2	

PERMIT APPLICATION FOR USE OF UPCHUR COUNTY RIGHT OF WAY

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

PRECINCT 13

DATE 2-17-98

Formal notice is hereby given that Southwestern Bell Telephone whose principal address is 611 W. Elm, Tyler, Tx. 75702 does hereby propose to place a buried telephone cable within the ROW of County Road White Oak 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 15th day of January, 1998

I, Gerry Gorman, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Gerry Gorman TITLE Manager/Engineering (Design)

P. # 903-571-3012

APPROVAL OF PERMIT APPLICATION

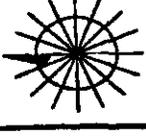
The Upchur County Commissioners Court offers no objections to the location on the right of way of your proposed _____ as shown by accompanying drawings and notice dated _____, except as noted below.

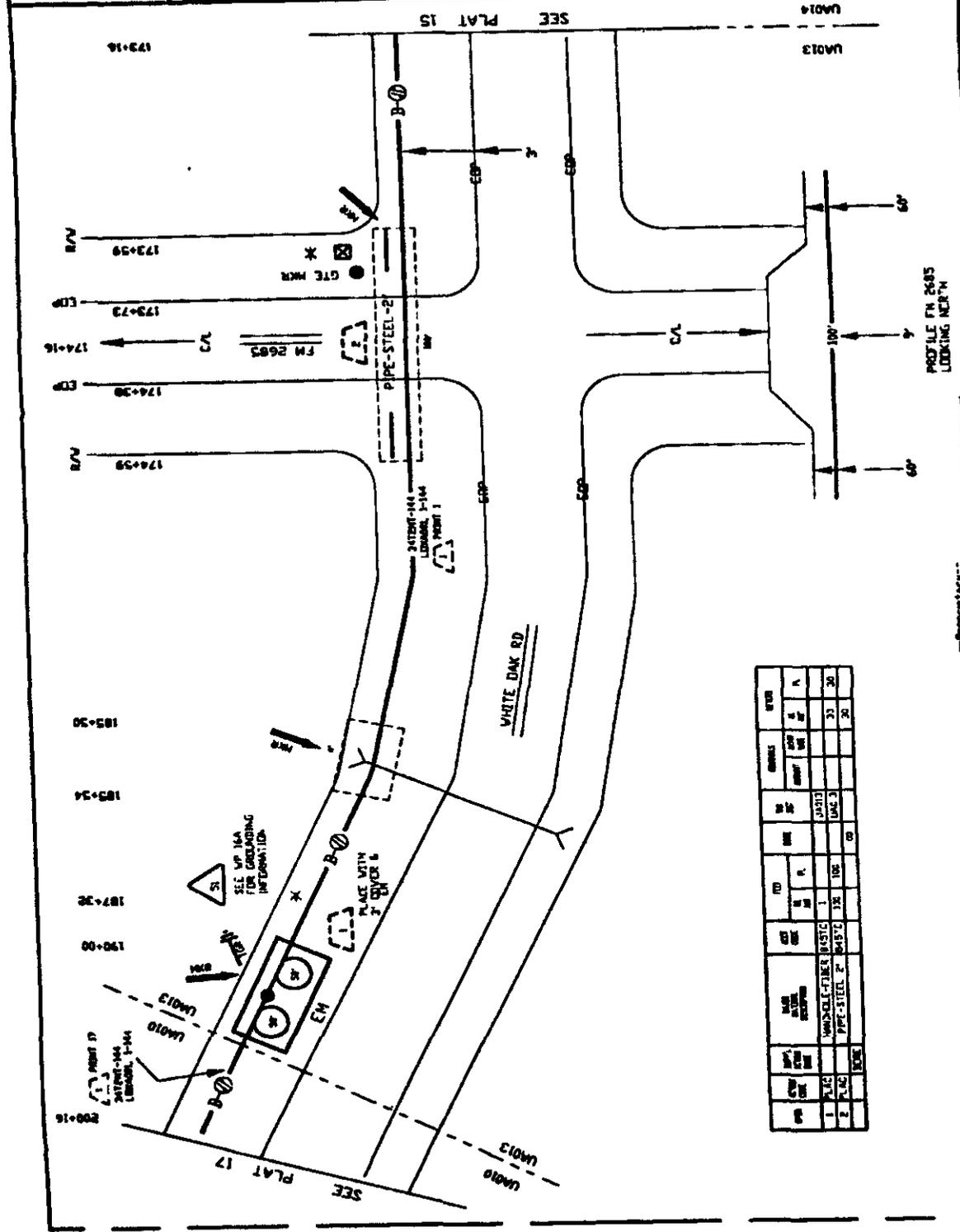
It is expressly understood that the Upchur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upchur County need to work, improve, relocate, widen, increase, 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 Upchur 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 flagman 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.

	SPECIAL CIRCUITS	OPERATING RANGE OF JOB STEPS
	R203 FORWARDED PERMIT REQUIRED	LINE 1 TO 2 SPACE 51 TO 51
WTRC BASTIC TRANSMISSION ZONE RZ 15 12 UPPER CODE 1A CAUTION HIGH VOLTAGE WY AERIAL N BURNED N POLE CONTACTS (+) (-) PWR CO		
NOTES		
ORDER NO. 4285316 POINT NO. 16 WPA/MAK 803-701 PRT EXDPL TYLER TOLL TAX DIST 5 PL RED LOC. 17000 ENGR. DLS TELEPHONE NO. (903) 531-3012 REC. REF TOLL RECORDS WMP REF		
SCALE NONE ISSUE DATE DATE REV. JOB TITLE WVA-CLOW TOLL		



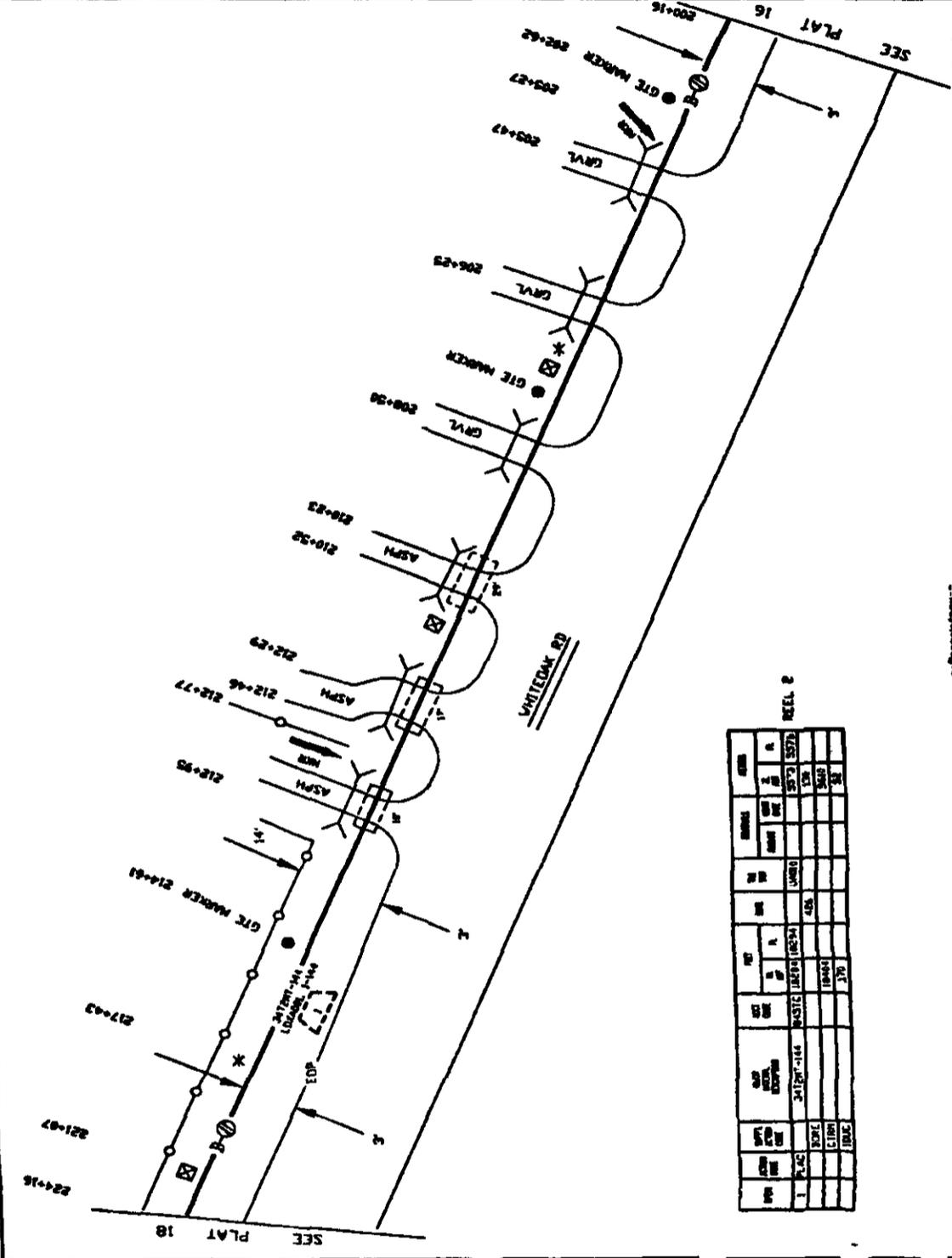
REV	DATE	BY	CHKD	DESCRIPTION
1	04.3	106	106	WVA-CLOW TOLL
2	04.3	106	106	PIPE-STEEL 2

PROFILE FN 2685
LOOKING WEST

Not for Abstract or other Distribution. Not to be used for any other purpose.

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	SPECIAL CIRCUITS	N
	6203 FORWARDED	N
PERMIT REQUIRED		N
OPERATING RANGE OF JOB STEPS		
LINE	TO	TO
SPUR	TO	TO
W/TIC 845TC		
TRANSMISSION ZONE		
RZ 15	CZ	OPER CODE 04
CAUTION HIGH VOLTAGE		
REPAIR IN BARRIED IN		
POLE CONTACTS (+) (-)		
PWR CO		
NOTES		
ORDER NO. 4285316		
TOTAL POINTS 113 POINT NO. 17		
WPA/WORK 903-707 PHE		
ENCL. TYLER TOLL		
TIN DIST UN010		
GEO LOC. NY7000		
ENGR. 616		
TELEPHONE NO. (801) 531-3812		
REC. MET. TOLL RECORDS		
MAP REF.		
SCALE NONE		
ISSUE DATE		
DATE REV.		
JOB TITLE 044A-GLOW TOLL		



REEL 2

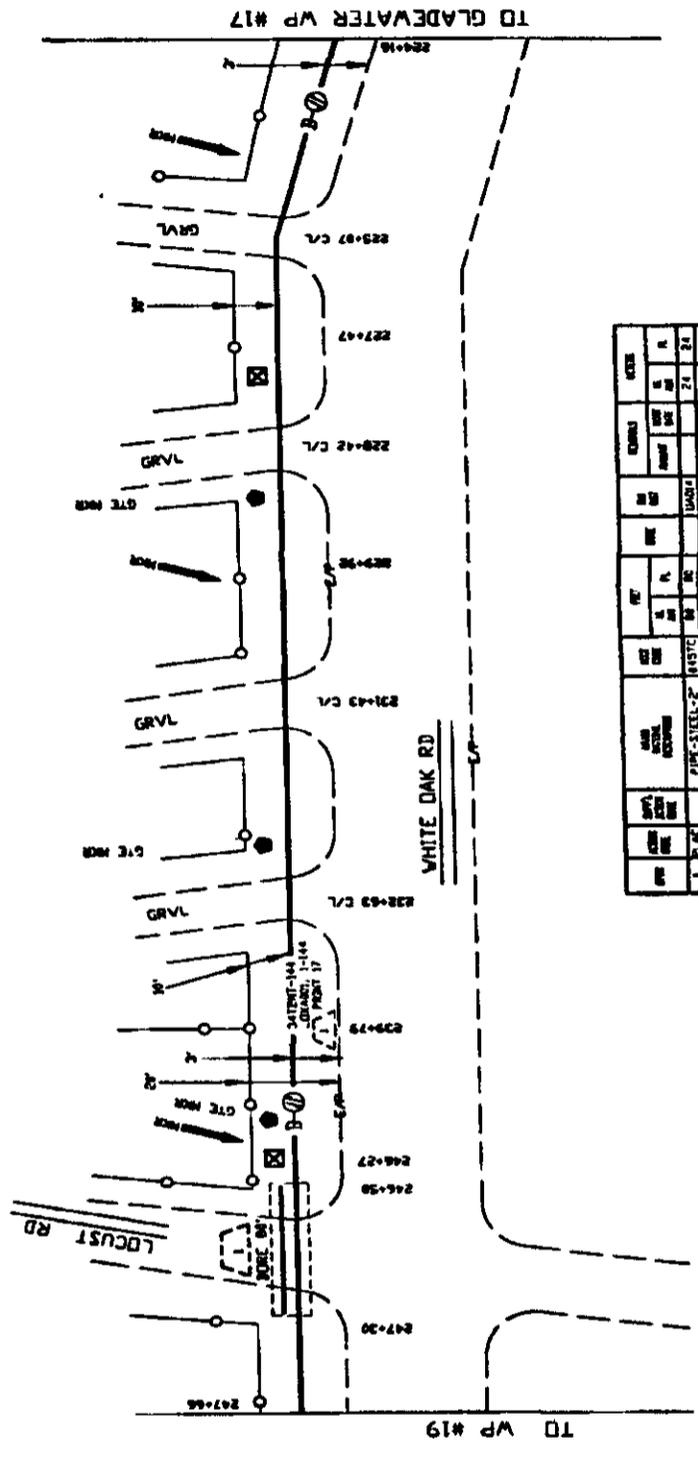
NO.	DATE	BY	DESCRIPTION
1	10/18/08
2
3
4
5
6
7
8
9
10

Not for construction unless accompanied by "Approved" Engineer stamp with written approval.

SPECIAL CIRCUITS	OPERATING RANGE OF JOB STEPS
WORK FORWARDED	LINE TO
PERMIT REQUIRED	SPLICE TO
	WTRC BASIC
	TRANSMISSION ZONE
	R2 15 C2 TAPER CODE WA
	CAUTION HIGH VOLTAGE
	WV ALUMINUM BARED IN
	POLE CONTACTS (+) (-)
	PWR CD
	NOTES



ORDER NO. 4285316
 100 PRINTS 113 POINT NO. 18
 MP/ANAL 903-707 PRT
 CHECK TYLER TOLL
 TAX DIST. UN010
 GEO LOC. 147000
 ENGR. GJC DRAWN LUD
 TELEPHONE NO. (803) 531-3012
 REL. REF. TOLL RECORDS
 W/P REF.
 SCALE NONE
 ISSUE DATE
 DATE REV
 JOB TITLE WMA-GLOW TOLL



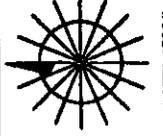
ITEM	QTY	UNIT	MATERIAL		REVISION		CHECKED	
			NO.	DATE	BY	DATE	BY	DATE
1	1	PIPE-STEEL-2"	15172					
2	1	WASHER						
3	1	NUT						
4	1	WASHER						
5	1	NUT						
6	1	WASHER						
7	1	NUT						
8	1	WASHER						
9	1	NUT						
10	1	WASHER						

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VOL. 50 PG 228

SPECIAL CIRCUITS	N	
6203 FORWARDED	N	
PERMIT REQUIRED	N	



OPERATING RANGE OF JOB STEPS



WTRC BASIC

TRANSMISSION ZONE

RZ 15 CZ TAPER CODE NA

CAUTION HIGH VOLTAGE
AERIAL N BURIED N

POLE CONTACTS (+) (-)

PWR CO

NOTES

ORDER NO. 4285316

TOTAL PAGES 113 FROM NO. 19

WPA/ANOC 903-707 PFC

ENGR. TYLER TOLL

TAX DIST UM810

GED LOC. TV7000

ENGR. CLC DRAWING LIGN

TELEPHONE NO. (903) 537-3012

REC. RET. TOLL RECORDS

MAP NET.

SCALE NONE

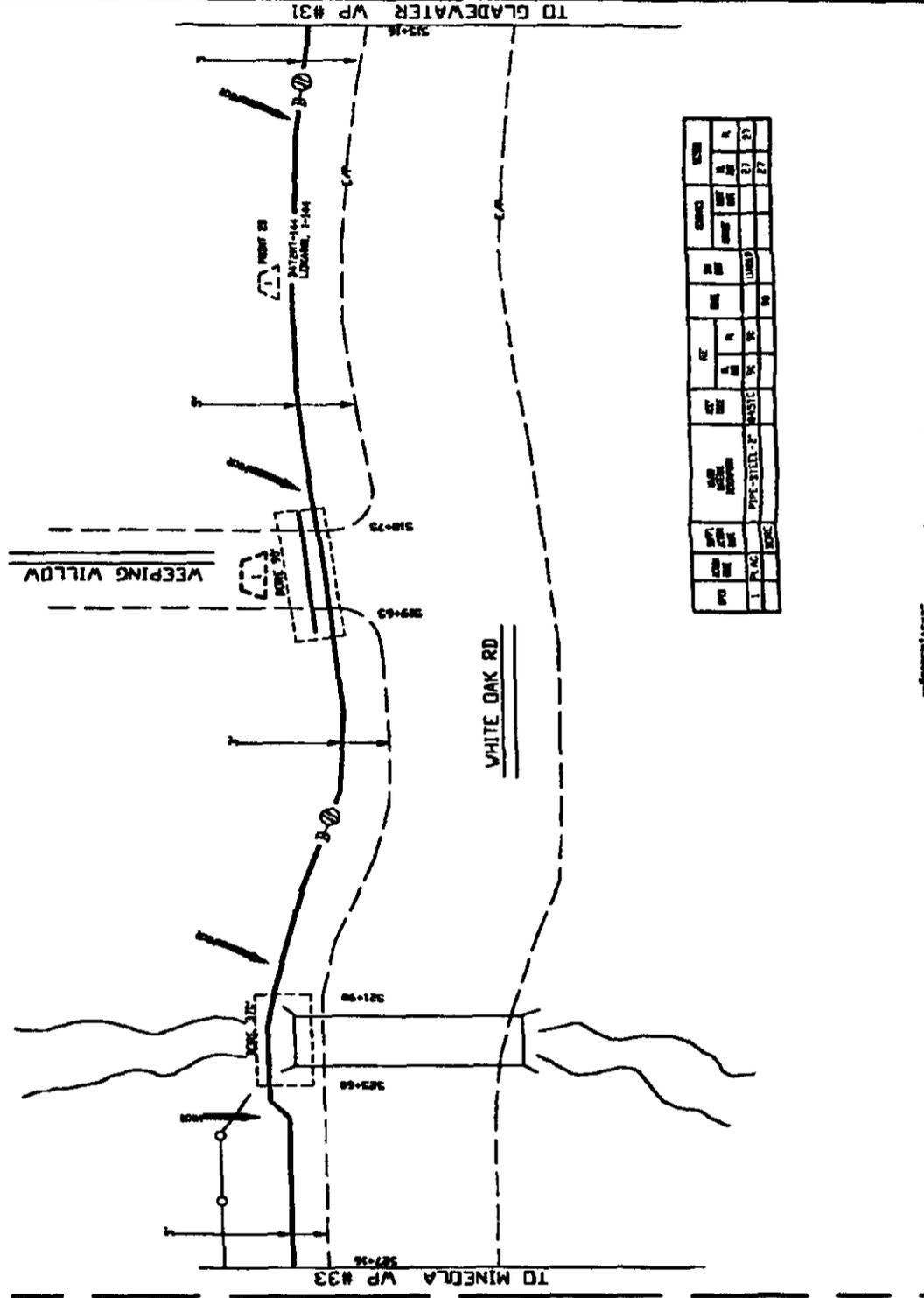
ISSUE DATE

DATE REV.

JOB TITLE UM81A-CLOW TOLL

VOL. 60 PG 210

 NORTH ARROW	SPECIAL CIRCUITS	OPERATING RANGE OF JOB STEPS
	6203 FORWARDED PEINAT REQUIRED	LINE TO TO SPICE TO TO
WFC BASIC TRANSMISSION ZONE RZ 15 C2 TAPER CODE WA CAUTION HIGH VOLTAGE ADJUL N BURIED N POLE CONTACTS (+) (-) PWR CO	NOTES	ORDER NO. 4285316 TOT POINTS 113 PWT NO. 22 WPA/WML 903-707 PFE ENCL. TYLER TOLL TAX INST. 14010 620 LOC. 147000 ENGR. RLG TELEPHONE NO. (903) 531-3012 REC. REF. TOLL RECORDS WAP REF. SCALE NONE ISSUE DATE DATE REV. JOB TITLE WML-GLOW TOLL



REV	DATE	BY	REASON
1	11-14-98	PLC	REVISED

Not for issuance outside boundaries of the project. Company assets only within project.

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 15th day of January, 1998.

I, Conroy G. Gorman, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Conroy G. Gorman TITLE Manager/Engineering (Design)

P.R. # 903-531-3012

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.

(TUE)02 17 98 15 34/ST 15 33/NO 3560263657 P 1

FROM TYLER ENGR (DESIGN)

FAX TRANSMITTAL SHEET

Tyler Engineering Office
611 W. Elm Street - Basement
Tyler, Texas 75702
Phone - (903)531-3475
FAX - (903)531-3007

TO: _____
NOTES: Mary - you should receive
plots 16 thru 23 - THE FAX MACHINE IS
acting up so I don't know what you have received
Sheet _____ of _____ Sheets

- FROM:
- [] David Rodgers - 903/531-3479
 - [] Pat Ford - 903/531-3029
 - [] Ron Sewell - 903/531-3011
 - [] Dorothy Franks - 903/531-3015
 - [] Gary Gutierrez - 903/531-3012
 - [] Vickey Brown - 903/531-3016
 - [] Mike Hilliard - 903/531-3019
 - [] Larry Hogenmuller - 903/531-3001
 - [] Dixie Hendrix - 903/531-3022
 - [] Peggy Day - 903/531-3006
 - [] Carol Small - 903/531-3477
 - [] Donna Gilliam - 903/531-3013
 - [] Linda Mills - 903/531-3005

*I will try to
send the whole
package again -*

(TUE) 02 17 08 15 39/ST 15 38/NO 3560263658 F 1

FROM TYLER ENGR. (DESIGN)

Post-It Fax Note	7671	Date	1/15/98
To	<i>[Signature]</i>	From	<i>[Signature]</i>
Co/Dept		Phone 1	<i>[Signature]</i>
Phone 2		Phone 3	
Fax 1		Fax 2	

Vol 50 Pg 213

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 13

DATE 2-17-98

Formal notice is hereby given that Southwestern Bell Telephone whose principal address is 611 W. Elm, Tyler, Tx. 75702 does hereby propose to place a buried telephone cable within the ROW of County Road White Oak 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 15th day of January, 1998.

I, Gregory G. Gorman, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME Gregory G. Gorman TITLE Manager/Engineering (Design)

P.R. #
903-531-3012

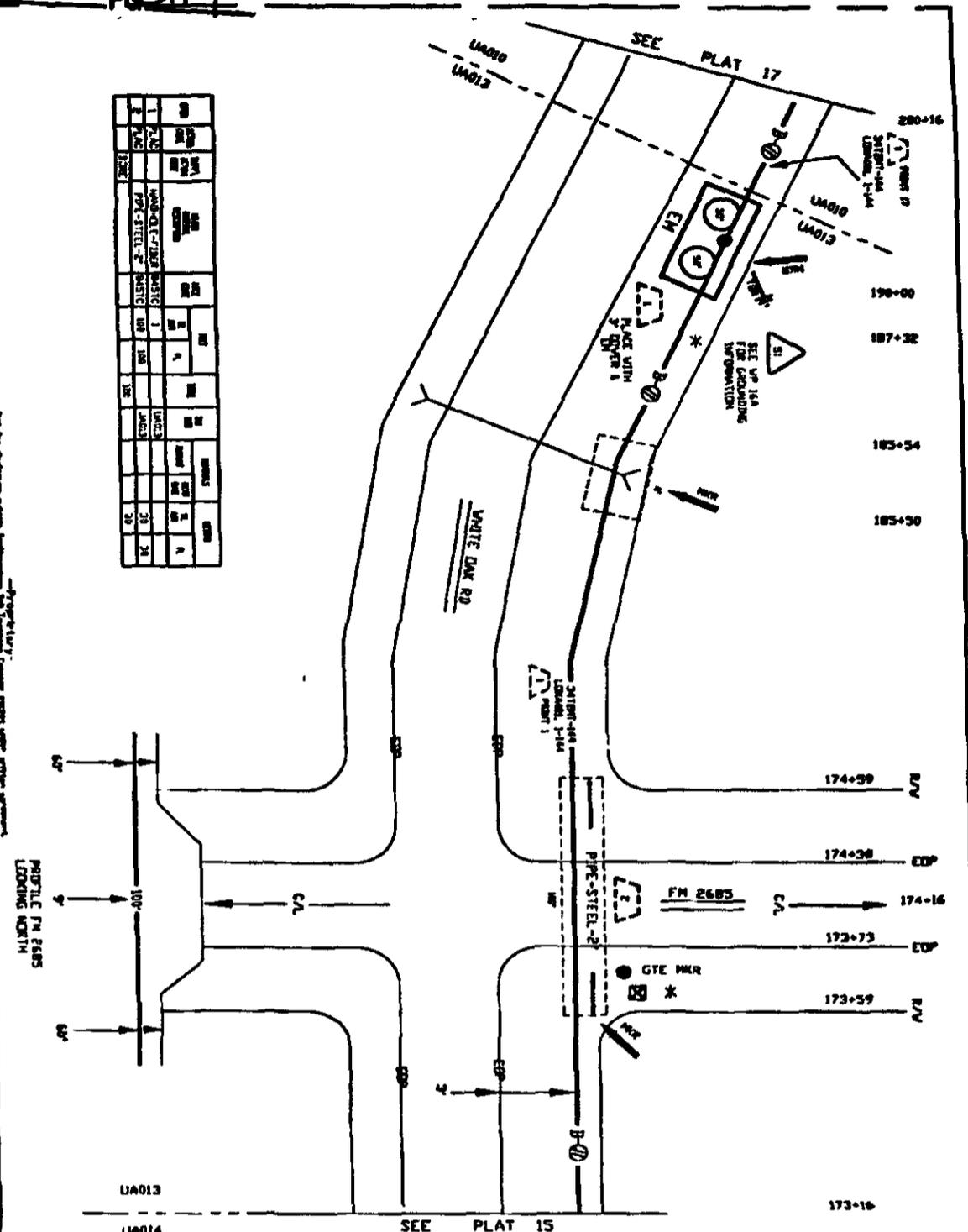
APPROVAL OF PERMIT APPLICATION

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:

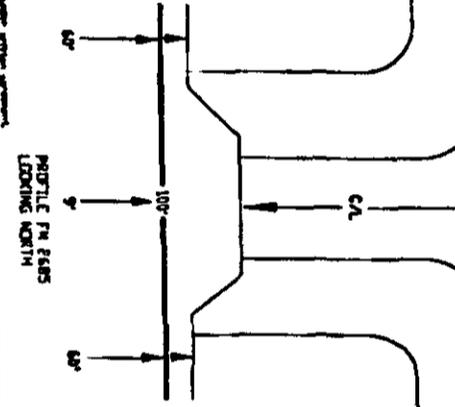
It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, 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.



NO.	DATE	BY	DESCRIPTION
1	7-16-11	WMA-DL-T/BAK	WASTE 1
2	7-16-11	WMA-DL-T/BAK	WASTE 1
3	7-16-11	WMA-DL-T/BAK	WASTE 1
4	7-16-11	WMA-DL-T/BAK	WASTE 1
5	7-16-11	WMA-DL-T/BAK	WASTE 1
6	7-16-11	WMA-DL-T/BAK	WASTE 1
7	7-16-11	WMA-DL-T/BAK	WASTE 1
8	7-16-11	WMA-DL-T/BAK	WASTE 1
9	7-16-11	WMA-DL-T/BAK	WASTE 1
10	7-16-11	WMA-DL-T/BAK	WASTE 1
11	7-16-11	WMA-DL-T/BAK	WASTE 1
12	7-16-11	WMA-DL-T/BAK	WASTE 1
13	7-16-11	WMA-DL-T/BAK	WASTE 1
14	7-16-11	WMA-DL-T/BAK	WASTE 1
15	7-16-11	WMA-DL-T/BAK	WASTE 1
16	7-16-11	WMA-DL-T/BAK	WASTE 1
17	7-16-11	WMA-DL-T/BAK	WASTE 1
18	7-16-11	WMA-DL-T/BAK	WASTE 1
19	7-16-11	WMA-DL-T/BAK	WASTE 1
20	7-16-11	WMA-DL-T/BAK	WASTE 1
21	7-16-11	WMA-DL-T/BAK	WASTE 1
22	7-16-11	WMA-DL-T/BAK	WASTE 1
23	7-16-11	WMA-DL-T/BAK	WASTE 1
24	7-16-11	WMA-DL-T/BAK	WASTE 1
25	7-16-11	WMA-DL-T/BAK	WASTE 1
26	7-16-11	WMA-DL-T/BAK	WASTE 1
27	7-16-11	WMA-DL-T/BAK	WASTE 1
28	7-16-11	WMA-DL-T/BAK	WASTE 1
29	7-16-11	WMA-DL-T/BAK	WASTE 1
30	7-16-11	WMA-DL-T/BAK	WASTE 1



FROM TYLER ENGR (DESIGN)

(TUE) 02 17 98 15 39/ST 15 38/NO 3560263658 P

SCALE NONE

ISSUE DATE

DATE REV

JOB TITLE WMA-CLM TEL

ORDER NO. 4285316

TITLE 113 PRINT NO. 16

WMA/NO. 903-708 PFI

ENGR. TYLER TOLL

TAX DSKI S.P.

EDD LOC. 177000

ENGR. D.L.C. DRAWN DNG

TELEPHONE NO. (903) 531-2012

REC. RT3 TOLL RECORDS

WMA REV

SCALE NONE

ISSUE DATE

DATE REV

JOB TITLE WMA-CLM TEL

CONDUCTORS (+) (-)

PAR CD

NOTES

CAUTION HIGH VOLTAGE

ACTVA N BARRD N

TRANSMISSION ZONE

12 15 C2 UPRN CODE M

WTRC MASTIC

DEPARTING POWER OF JOBS STOPS

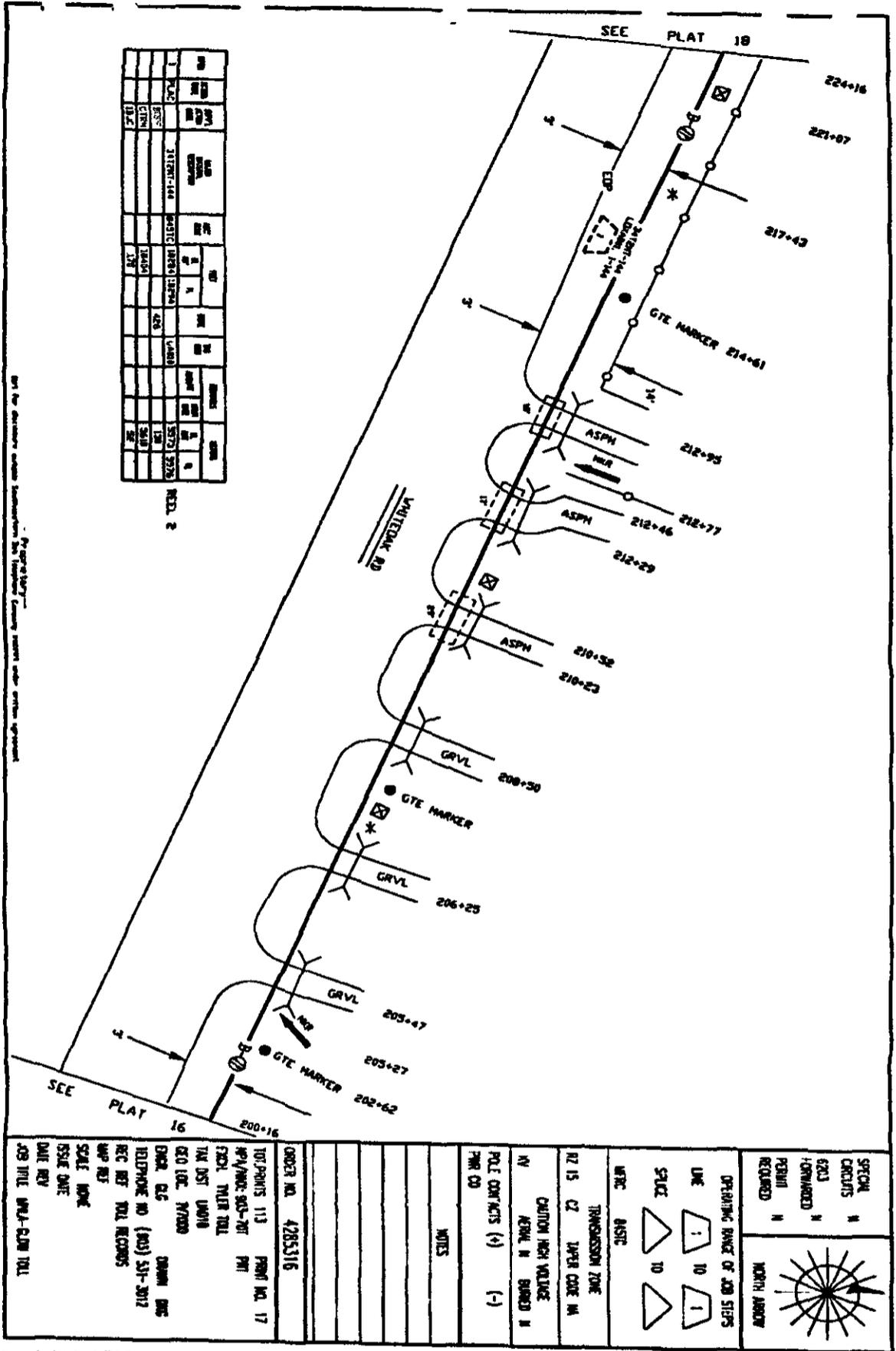
LINE 1 TO 2

SPLICE 51 TO 51

NORTH ARROW

SYMBOLS FOR CIRCUITS, ENFORCED, HEIGHT REQUIRED

See the additional sheets indicated on this drawing. Existing conditions shown unless otherwise specified.



NO.	DATE	BY	REVISION
1	11/22
2
3
4
5
6
7
8
9
10
11
12

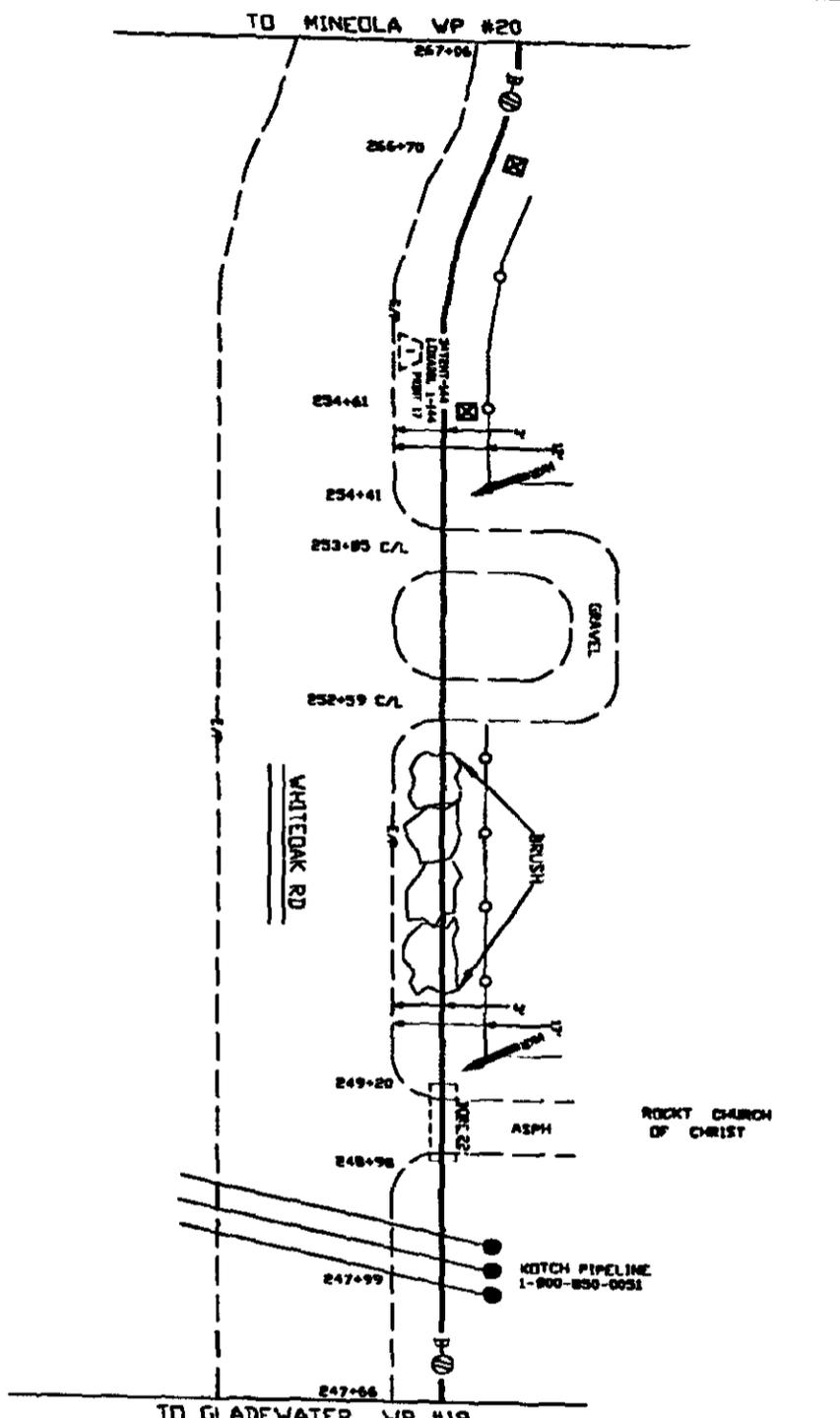
REVISION 2

ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF.

SPECIM CIRCUITS 6203 HORIZONTAL PRELIM REQUIRED	NORTH ARROW
DRAWING SCALE OF JOB STEPS LINE 1 10 1 SCALE 10 1	
WTRC EAST TRANSMISSION TOWER 12 15 C2 TOWER CODE MA	
CAUTION HIGH VOLTAGE 1V 400V IN BUNDLED W POLE CONTACTS (+) (-)	
TMR CO NOTES	
ORDER NO. 4285316 TOP PRINTS 113 FROM NO. 17 8/1/00 803-707 PNT CHECK TOWER TOLL TMR DIST UNITS GEO LOC 7/1/00 ENGR. GLE HELDPHONE NO (803) 531-3012 REC REC TOLL RECORDS WPP NET SCALE NONE ISSUE DATE DATE REV JOB TITLE WPP-CLM TOLL	

FROM TYLER ENGR (DESIGN)

(TUE) 02 17 08 15 39/8T 15 38/NO 3500263659 P 4



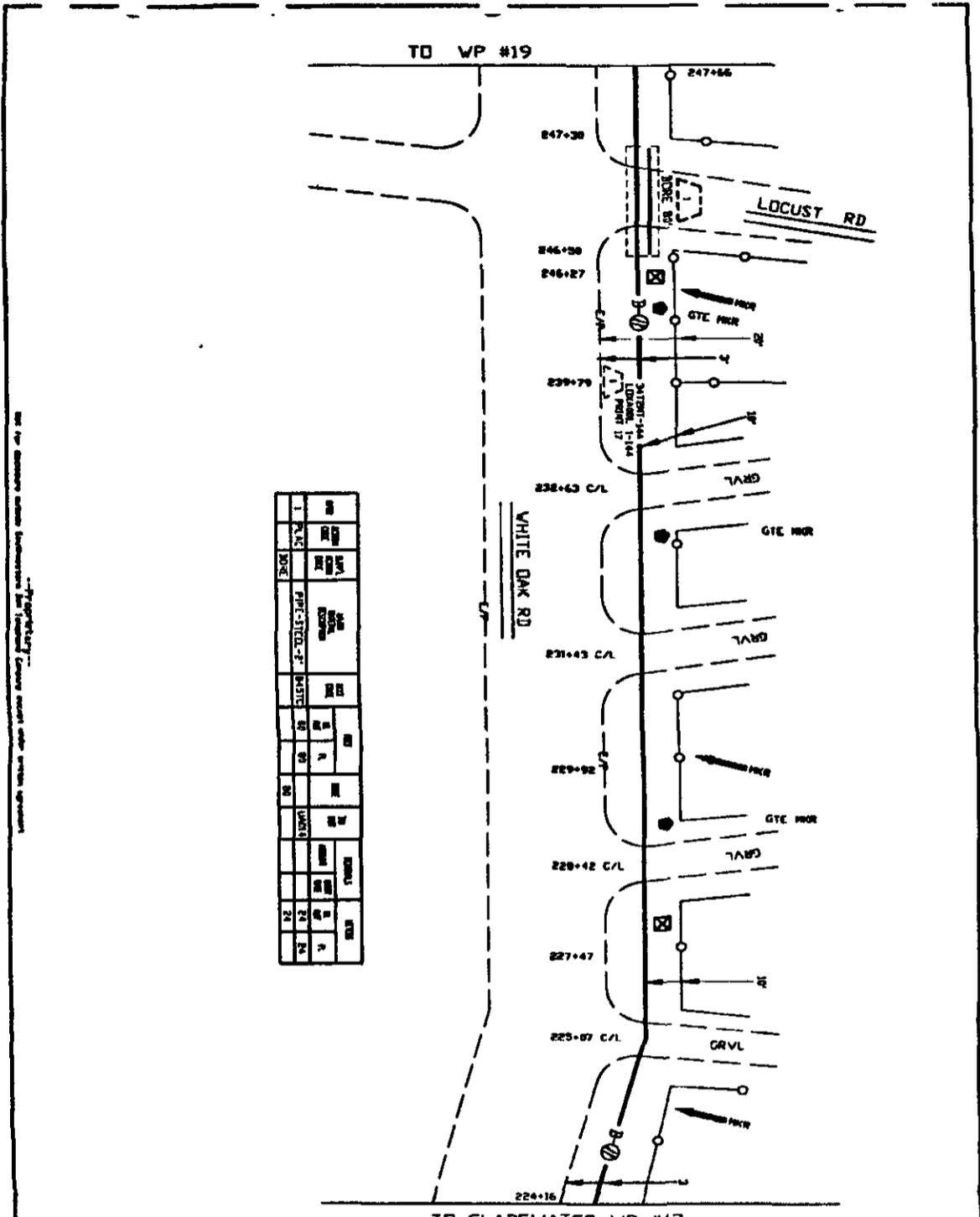
ROCKY CHURCH OF CHRIST

SPECIAL EXCISES	N	
PAV. FINISHED	N	
PAV. REQUIRED	N	
NORTH ARROW		
OPERATING RANGE OF JOB STEPS		
LINE		10
SCALE		10
W/PC	MASTIC	
TRANSMISSION ZONE	RZ 15	CZ
CAUTION HIGH VOLTAGE	W/PC	MASTIC
POLE CONTACTS (+)	(-)	
PHASE CD		
NOTES		
ORDER NO.	4285316	
TITLE/PRINTS	113	PRINT NO. 19
W/P/ANAL	803-787	PRJ
CHKD	TYLER TOLL	
THE DESIG.	UN010	
CEO LOC.	7/7000	
ENGR	CSL	DRWING 100
TELEPHONE NO.	(903) 531-3012	
REC. REF.	TOLL RECORDS	
W/P REF.		
SCALE	NONE	
ISSUE DATE		
DATE REV		
JOB TITLE	W/PC-CLUM TOLL	

FROM TYLER ENGR (DESIGN)

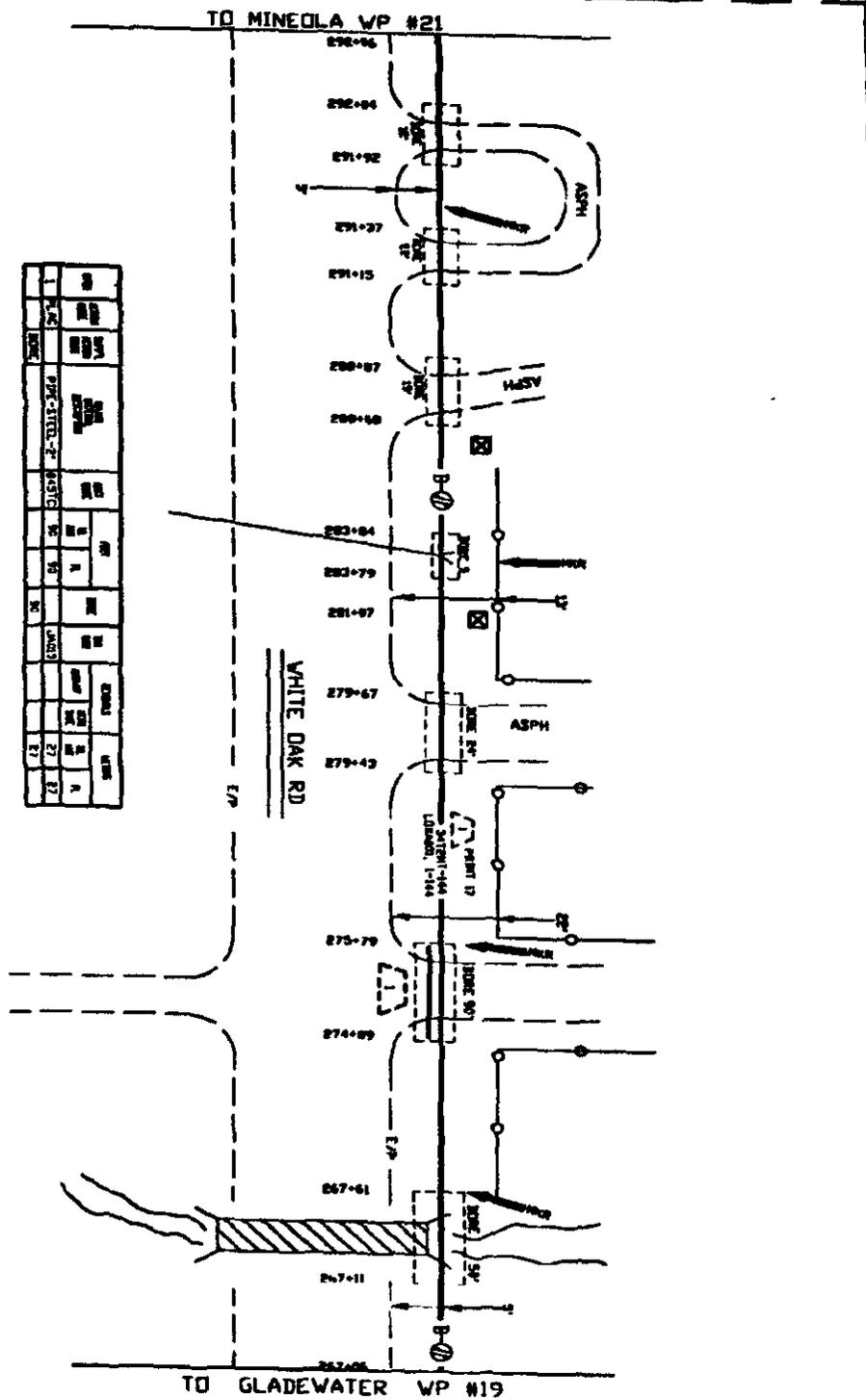
(TUE) 02 17 98 15 40/ST 15 38/NO 3560263658 P 5

THE DESIGNER ASSURES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.



SPECIAL CROU'S	N	
GOALS FORWARDED	N	
PERMIT REQUIRED	N	
OPERATING RANGE OF JOB STOPS		NORTH ARROW
LINE	10	
SPACED	10	
APPLIC. MASTIC		
TRANSMISSION ZONE		
RZ 15	CZ	WATER CODE NA
CAUTION HIGH VOLTAGE		
AV	GENERAL	BARBED
POLY CONDUCTS (+) (-)		
PWR CO		
NOTES		
ORDER NO. 4285316		
TOP PRINTS 113 FROM NO. 18		
APP/DATE: 903-201 PRT:		
CIRCUIT TOLER TOLL		
TOL DIST 140710		
E&O LOC. 7/7/00		
ENGR. GLE		
HILTOPPER NO. (903) 537-2012		
REC NET TOLL RECORDS		
WPE RT		
SCALE NONE		
ISSUE DATE		
DATE REV		
JOB TITLE: SML-CUM TOLL		

FROM TYLER ENGR (DESIGN) (TUE) 02 17 98 15 40/ST 15 38/NO 3560267658 P 6



NO	DATE	BY	REVISION
1	12-14-12	WTL	PERMITTED TO CONSTRUCTION

SEE THE DRAWING SHEET FOR THE LOCATION OF THE 'E/P' LINE AND THE 'MINE RD' CROSSING.

FROM TYLER ENGR (DESIGN)

(TUE) 02 17 98 15 40/ST 15 38/NO 356026365B P 7

SPECIFIC CIRCUITS	N	 NORTH ARROW	OPERATING RANGE OF JOB SITES
CONDUIT	N		LINK: 1 TO 1
FORWARDED	N		SPACE: 10
REMARKS	N		WIRE: MISC

TRANSMISSION ZONE
 RZ 15 C2 TAPER CODE: NA
 CAUTION HIGH VOLTAGE
 IV AERIAL N BURIED N

POLE CONTACTS (+) (-)

PAR C0

NOTES

ORDER NO: 4285315

TOLERANCES 1/16" POINT NO. 20

WPA/ANAL. 903-781 PRT.

CD/CN. TOLER. TOLL

WPA DESIG. UN/10

ASD LOC. 1/7/00

ENGR. C/S

TELEPHONE NO. (903) 531-2012

REG. RES. TOLL RECORDS

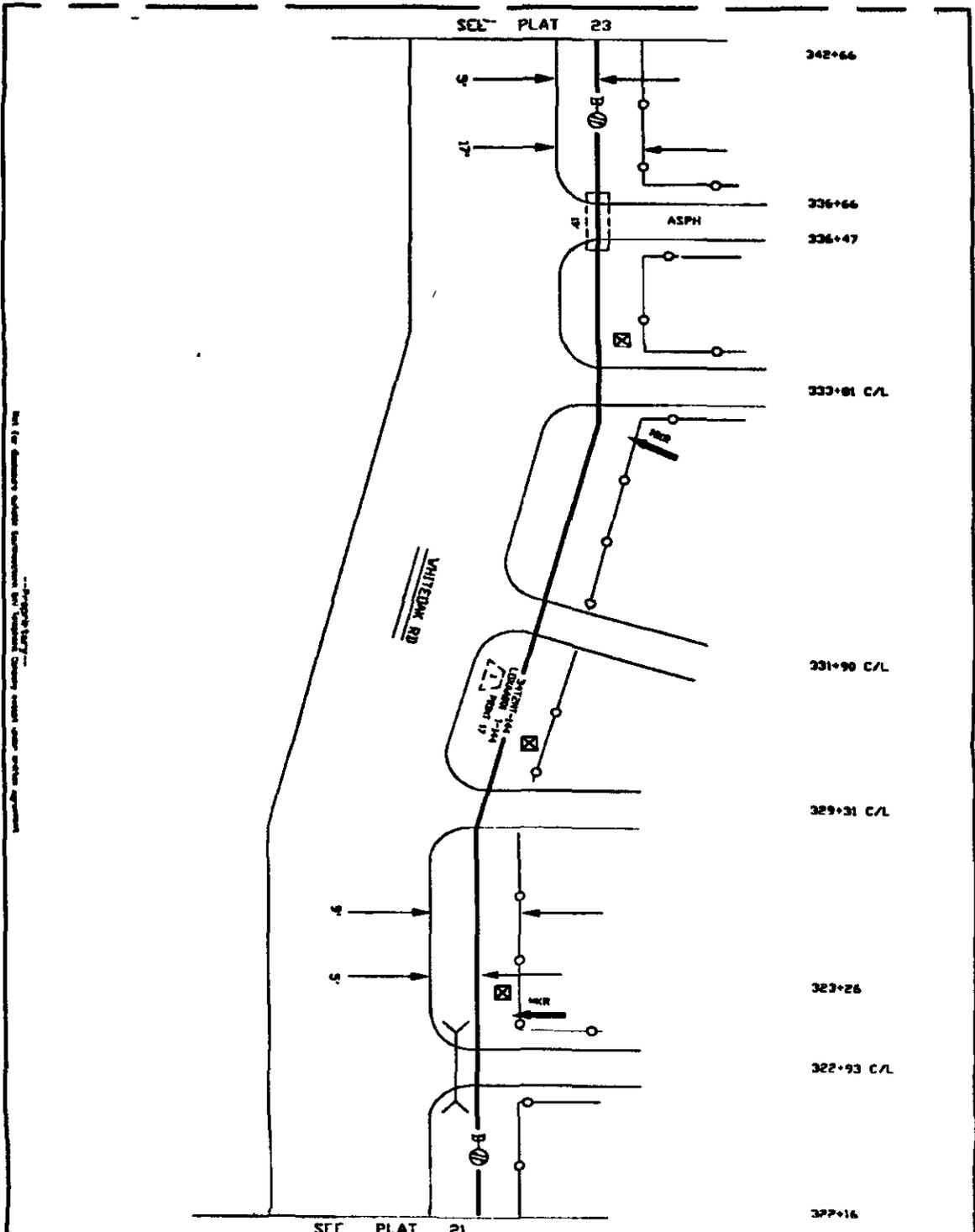
WPA NET

SCALE NONE

ISSUE DATE

DATE REV

JOB TITLE: WPA-C/DR 10/L

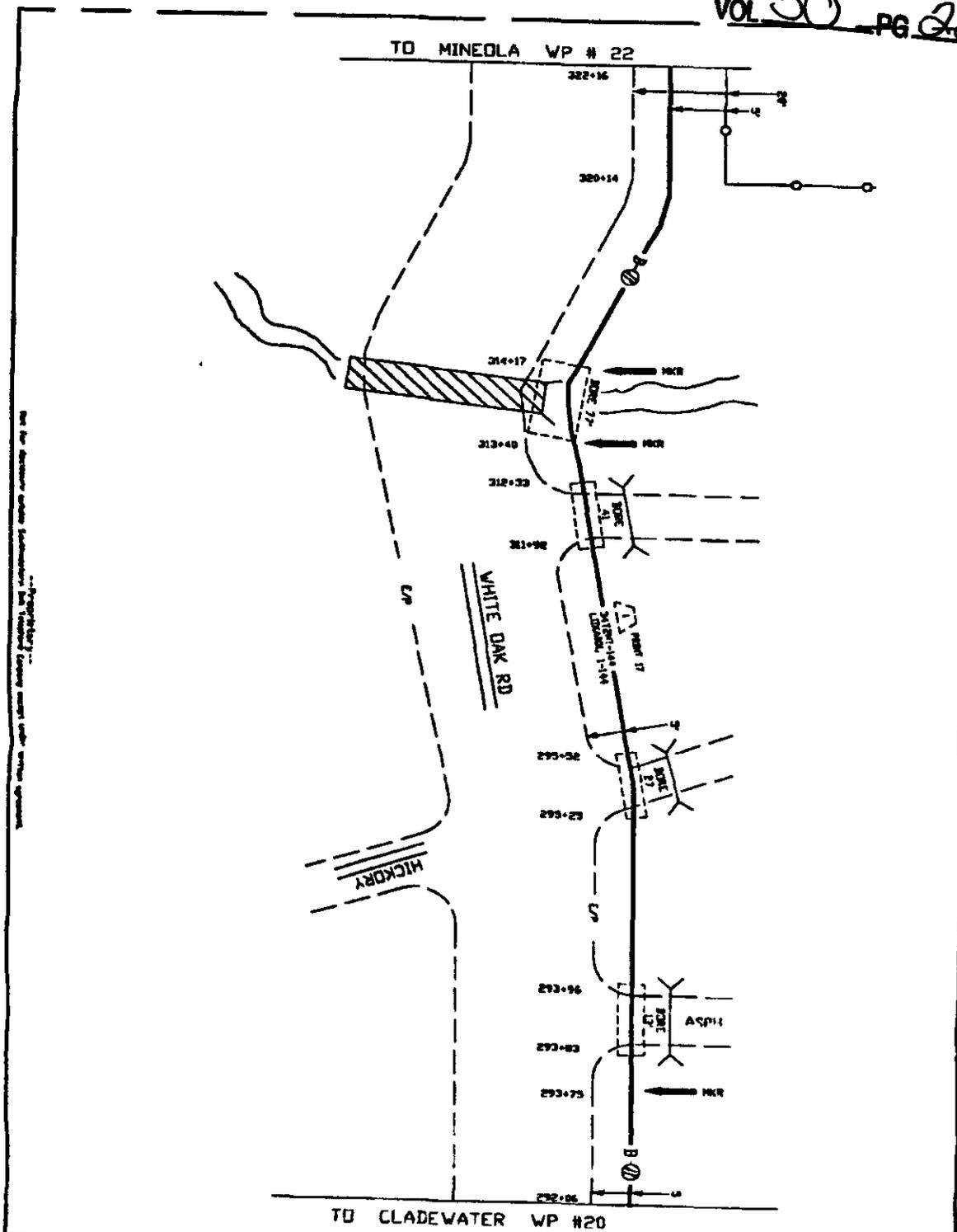


342+66
 336+66
 336+47
 333+81 C/L
 331+90 C/L
 329+31 C/L
 327+22
 325+22 C/L
 322+16

SPECIAL CROFTS	N	NORTH ARROW
EXIST FORWARDED	N	
PERMIT REQUIRED	N	
OPERATING RANGE OF JOB STOPS		
LINE	10	
SPACE	10	
WIRE MARK		
TRANSMISSION ZONE		
EZ 15 C2 TAPER CODE 1A		
CAUTION HIGH VOLTAGE		
AVENUE N BANNED N		
POLY CONTACTS (-)	(-)	
PNR CD		
NOTES		
ORDER NO.	4285316	
TOT POINTS 113	PRINT NO. 22	
WPA/ANAL 905-701	PHI	
CHKL TILER TOLL		
TAR DESL. UN010		
CEO LOC. W7000		
DNCR. G/S	DRAWN ENG	
TELEPHONE NO. (503) 531-3012		
REC NET TOLL RECORDS		
WAP NET		
SCALE NONE		
ESSE DATE		
DATE REV.		
JOB TITLE	WMA-GLOW TOLL	

FROM T.V. PR ENGR (DESIGN) (TUE) 02 17 98 15 41/ST 15 39/NO 356026365P 7 9

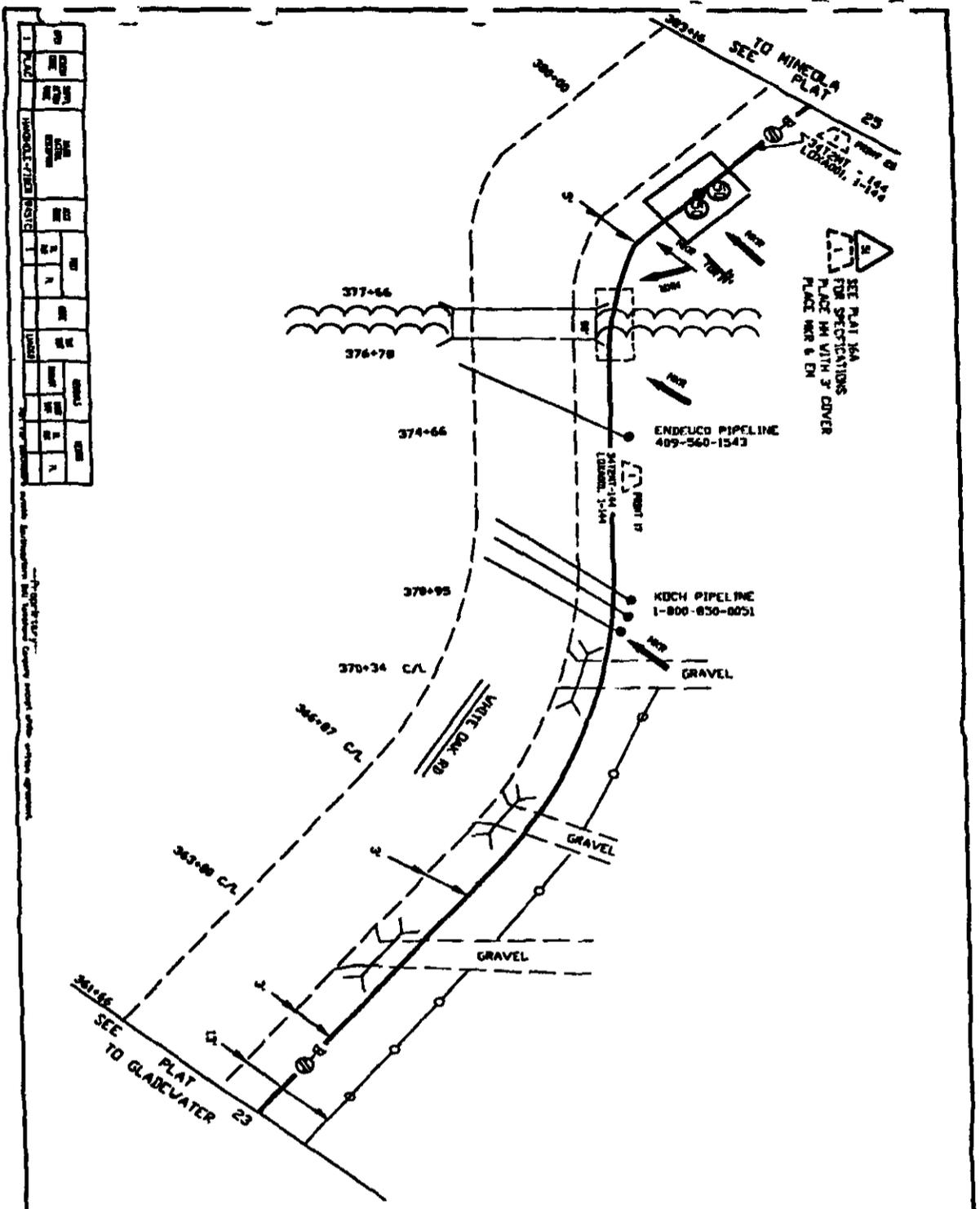
Not for dimensions unless accompanied by original. Check against other sheets against.



SPEC. C-ROTS N 6203 FORWARDED N PERMIT REQUIRED N NORTH ARROW	
OPERATING RANGE OF JOB SIZES LINE TO TO SPICE TO TO	
WTRC BASTIC TRANSMISSION TOWER RZ 15 C2 TAPER CODE MA	
CAUTION HIGH VOLTAGE IV ASPHL N BARRED N POLE CONTACTS (+) (-) PWR CO	
NOTES	
ORDER NO 4285316	
TOP/PRINTS 113 PRINT NO. 21 WPA/AVR/SUB-701 PIR: ENCL. TYLER TOLL TWR DESI UVR10 GEO LOC. N7000 ENCL. CIG DRAWING 1000 TELEPHONE NO. (503) 531-2012 REC. REF. TOLL RECORDS WPP NET. SCALE NONE ISSUE DATE DATE REV. JOB TITLE WALK-CLIM TOLL	

FROM TYLER ENGR (DESIGN) (TUE) 02 17 98 15 41/ST 15 38/NO 3560267659 P 10

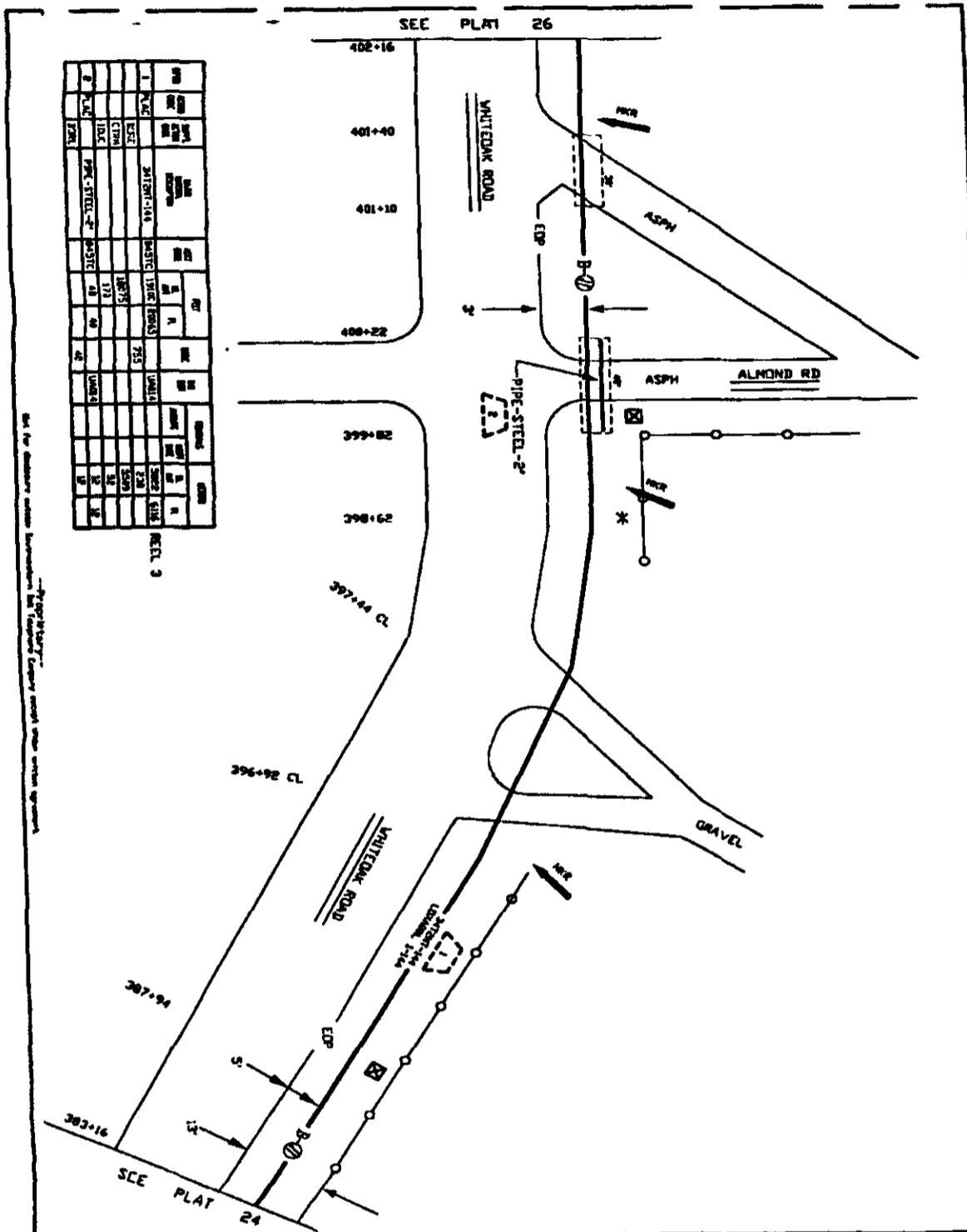
See the drawings under construction for the proposed layout under other systems.



NO	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

<p>ORDER NO. 4285316</p> <p>TITLE: POINTS 113</p> <p>DATE: 02/17/98</p> <p>SCALE: NONE</p> <p>ISSUE DATE:</p> <p>DATE REV:</p> <p>JOB TITLE: M.J.-CLIN TOLL</p>	<p>PROJECT NO. 24</p> <p>APP/INT. 903-705</p> <p>EXT. TYLER TOLL</p> <p>TAK. DIST. 4010</p> <p>GRID LOC. 7000</p> <p>ENGR. GLE. DROWN DPH</p> <p>TELEPHONE NO. (801) 531-2012</p> <p>REF. DEF. TOLL RECORDS</p> <p>MAP REF.</p>	<p>OPERATING VOLTAGE OF JOB STOPS</p> <p>LINE: 1 10 1</p> <p>SPACE: 51 10 51</p> <p>WIRE: BASIC</p> <p>TRANSMISSION ZONE</p> <p>RT 15 CT WATER CURE WA</p> <p>CAUTION HIGH VOLTAGE</p> <p>NO. NEW. N. BARRD. N.</p> <p>POLE CONDUCS (+) (-)</p> <p>PWR. CO.</p>	<p>SPECIAL CIRCUITS</p> <p>CONDUIT</p> <p>INSULATED</p> <p>PERMIT REQUIRED</p> <p>OPERATING VOLTAGE OF JOB STOPS</p> <p>LINE: 1 10 1</p> <p>SPACE: 51 10 51</p> <p>WIRE: BASIC</p> <p>TRANSMISSION ZONE</p> <p>RT 15 CT WATER CURE WA</p> <p>CAUTION HIGH VOLTAGE</p> <p>NO. NEW. N. BARRD. N.</p> <p>POLE CONDUCS (+) (-)</p> <p>PWR. CO.</p>	<p>FROM TYLER ENGR. (DESIGN)</p>
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(TUE) 02 17 98 15 42/87 15 38/NO 350203058 P 1



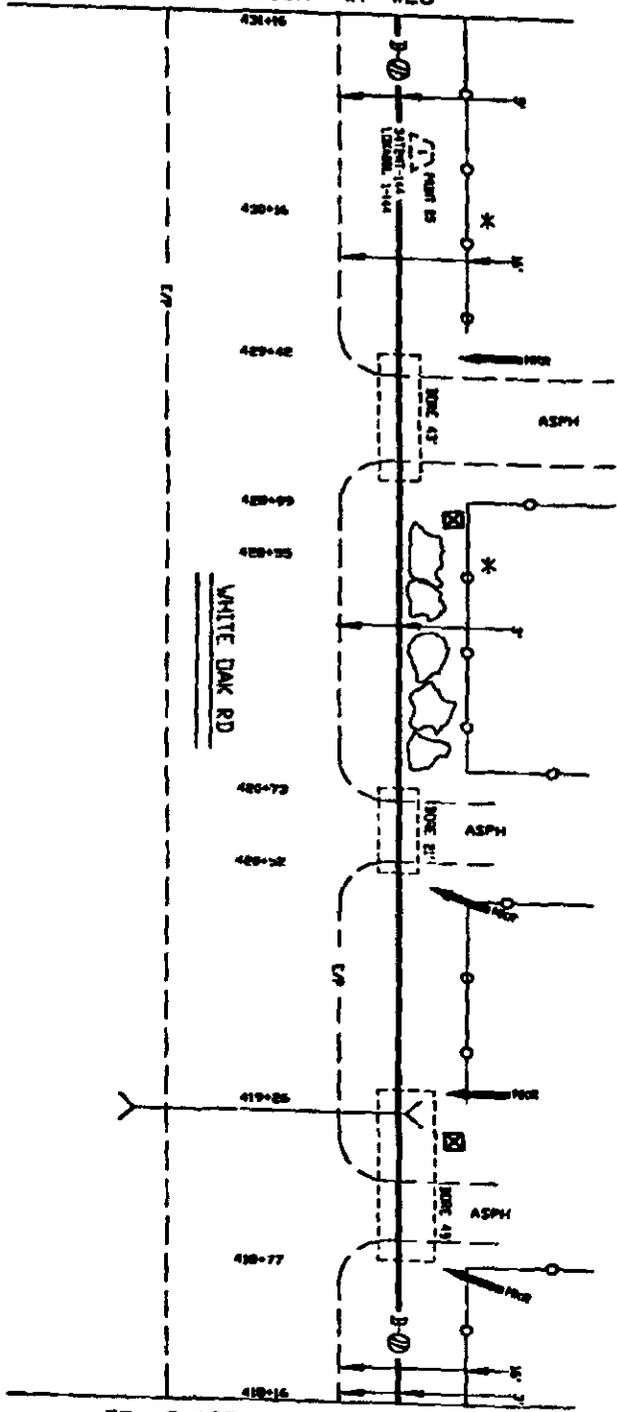
LINE	CONTRACT	DATE	BY	REVISION	DESCRIPTION
1	401-10	11/17/81	TL	1	ASPH
2	401-10	11/17/81	TL	2	ASPH
3	401-10	11/17/81	TL	3	ASPH
4	401-10	11/17/81	TL	4	ASPH
5	401-10	11/17/81	TL	5	ASPH
6	401-10	11/17/81	TL	6	ASPH
7	401-10	11/17/81	TL	7	ASPH
8	401-10	11/17/81	TL	8	ASPH
9	401-10	11/17/81	TL	9	ASPH
10	401-10	11/17/81	TL	10	ASPH
11	401-10	11/17/81	TL	11	ASPH
12	401-10	11/17/81	TL	12	ASPH
13	401-10	11/17/81	TL	13	ASPH
14	401-10	11/17/81	TL	14	ASPH
15	401-10	11/17/81	TL	15	ASPH
16	401-10	11/17/81	TL	16	ASPH
17	401-10	11/17/81	TL	17	ASPH
18	401-10	11/17/81	TL	18	ASPH
19	401-10	11/17/81	TL	19	ASPH
20	401-10	11/17/81	TL	20	ASPH

SEE PLAT 24 FOR ADDITIONAL UTILITY INFORMATION. SEE PLAT 25 FOR ADDITIONAL UTILITY INFORMATION.

SECTION	N	NORTH ARROW
CIRCLES	N	
RECTANGLES	N	
TRIANGLES	N	
OPERATING RANGE OF JOB STEPS		
LINE	1	2
SPACE	10	10
W.P.C.	ASPH	
TRANSMISSION ZONE		
12 15 12	11000 CODE WA	
CAUTION HIGH VOLTAGE		
APRIL 11 1982		
POLE CONTACTS (+) (-)		
PAR. CO		
NOTES		
ORDER NO. 4205316		
TOL POINTS 113	POINT NO. 25	
W.P.A. NO. 903-707	PROJ.	
EXCH. TOLER. TOLL		
W.P. DIST. UNITS		
ECO LOC. 17000		
ENGR. Q.C.	DRAWN DWS	
TELEPHONE NO. (903) 531-3012		
REC. RET. TOLL RECORDS		
W.P. RET.		
SCALE NONE		
DATE DATE		
JOB TITLE WML-CLOUT TOLL		

FROM TYLER ENGR (DESIGN) (TUE) 02 17 98 15 42/8T 15 38/NO 3502263658 P 12

TO MINICULA VP #28



TO GLADEWATER VP #26

SPECIAL CIRCUITS	N	
GROUND TERMINATED	N	
PERMIT REQUIRED	N	
OPERATING RANGE OF JOG STEPS		
LINE	TO	
SPACE	TO	
WIRE	W/STE	

TRANSMISSION ZONE
 R2 15 C2 WATER CODE M1
 CAUTION HIGH VOLTAGE
 ALL WIRE N BORED N

FILE CONTACTS (+) (-)

PAR CD

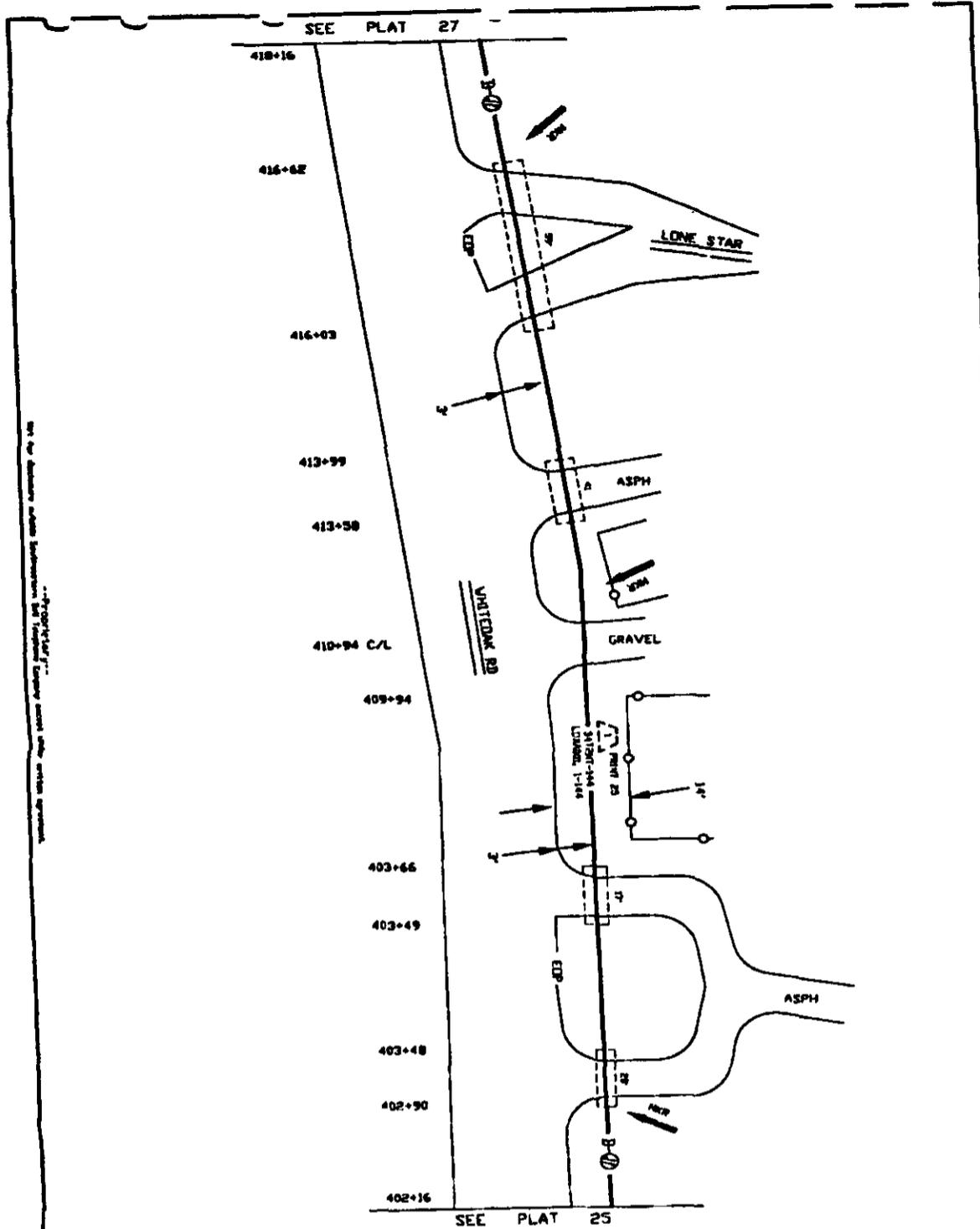
NOTES

ORDER NO. 4285316
 TOL PPRINTS 113 PPRINT NO 27
 W/PAVANE 903-707 PRT
 CASH TOLER TOLL
 THE DIST UNOLD
 RED LOC. 17/200
 CNGR. GAS
 BELLEVUE WA. (903) 341-3012
 REC. REF. TOLL RECORDS
 W/PAV. REF.
 SCALE NONE
 ISSUE DATE
 DATE REV
 JOB TITLE W/A-GLW TOLL

FROM TYLER ENGR (DESIGN)

(TUE) 02 17 98 15 42/ST 15 38/NO 3560263658 P 13

SEE THE STANDARD SYMBOLS AND NOTATION FOR THE MEANING OF THE SYMBOLS AND NOTATION.



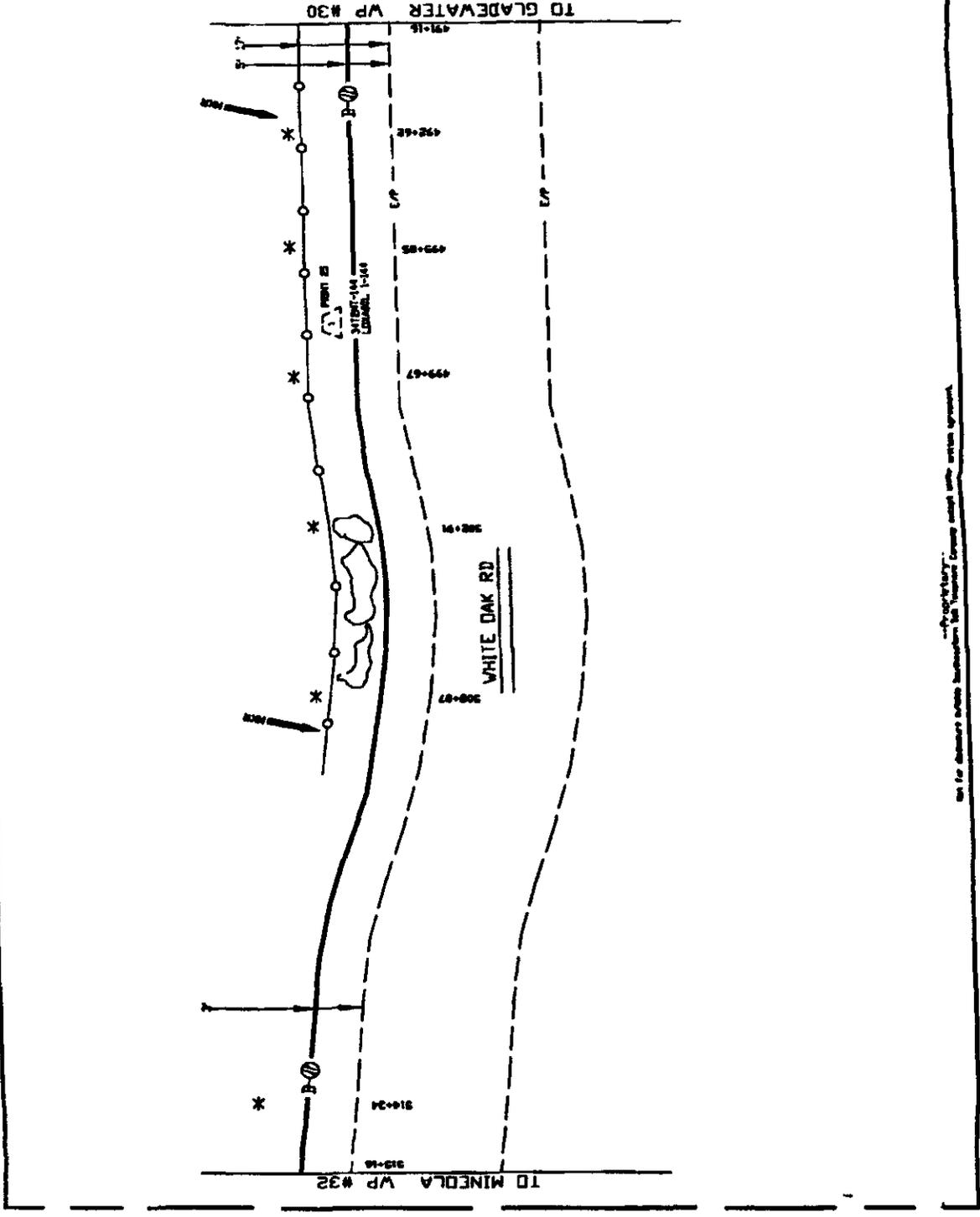
THE ABOVE SHOWN AND INDICATED ARE THE PROPERTY OF THE ENGINEER.

SPECIAL CIRCUITS	N	 NORTH ARROW
REBAR REQUIRED	N	
OPERATING RANGE OF JOBS	10	
LINE	10	
SPICE	10	
WIRE BASIC TRANSMISSION ZONE RZ 15 C2 I/PER CODE MA CAUTION HIGH VOLTAGE ALL KEYS N BARRIED N POLE CONTACTS (+) (-) PER CO		
NOTES		
ORDER NO. 4285316 TOTAL POINTS 113 POINT NO. 26 1/2" X 1/4" 90°-70° PVI. CHECK PAPER TOLL TAX DIST. UN010 GEO. LOC. 17000 DRAWN BY: G.S. TELEPHONE NO. (903) 531-2012 REC. BY: TOLL RECORDS MAP REF. SCALE: NONE ISSUE DATE DATE REV. JOB TITLE: WMA-CLDW TOLL		

FROM TYLER ENGR (DESIGN) (TUE) 02 17 98 15 43/8T 15 39/NO 3560263658 P 14

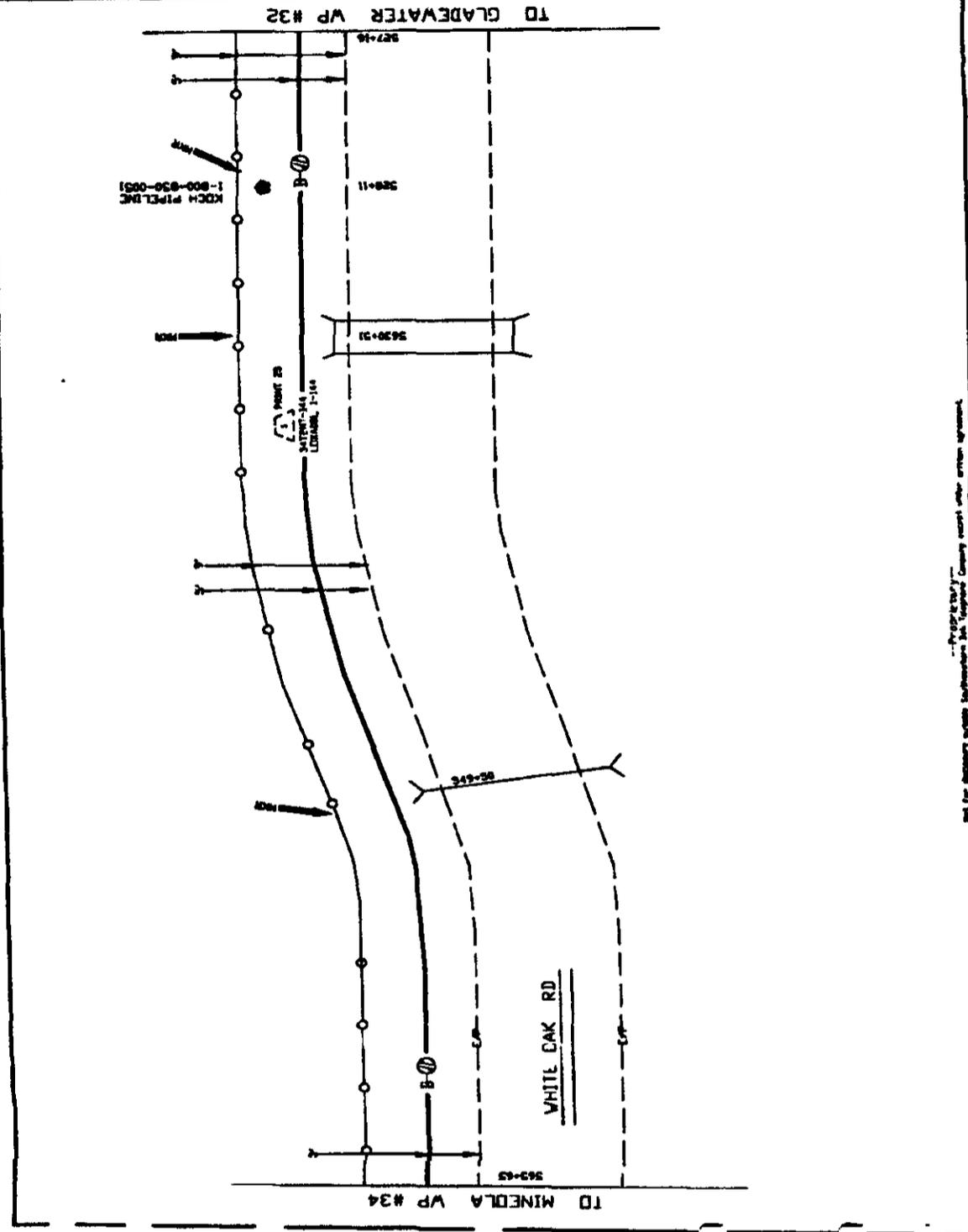
VOL 50 PG 288

SPEC. N CIRCUITS N	6203 N FORWARDED N	PERMIT N REQUIRED N	OPERATING RANGE OF JOB STEPS LINE TO TO SPICE TO TO	NORTH ARROW
MFC BASIC				
TRANSMISSION ZONE				
RZ 15 C2 UPPER CODE 04				
CAUTION HIGH VOLTAGE				
AV PENAL N BURIED N				
POLE CONTRACTS (+) (-)				
PFR CD				
NOTES				
ORDER NO. 4285316				
TOLLPOINTS 13 PFRM NO. 31				
HP/WHC 903-701 PFC				
CHECK TOWER TOLL				
TAX DIST 14019				
250 LOC. 177000				
CHECK GLG DROWN LSH				
TELEPHONE NO. (903) 531-3012				
REC. REF. TOLL RECORDS				
WAP 157.				
SCALE NONE				
ISSUE DATE				
DATE REV.				
JOB TITLE WML-CLOW TOLL				



FOR DESIGNER'S USE ONLY: THIS DRAWING IS THE PROPERTY OF TYLER ENGINEERING AND SHOULD NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION.

SPECAL CIRCUITS N	TO	TO	NORTH ARROW
FORWARDED N	TO	TO	
PERMIT REQUIRED N	TO	TO	
OPERATING RANGE OF JOB STEPS			
LINE	TO	TO	
SPLICE	TO	TO	
WFRIC	BASIC		
TRANSMISSION ZONE			
BZ 15	BZ 12 TAPER CODE N4		
CAUTION HIGH VOLTAGE			
BY AERIAL N BURRED N			
POLE CONTACTS (+) (-)			
PWR CO			
NOTES			
ORDER NO. 4285316			
TRIP POINTS 113		PRINT NO. 33	
MVA/MVA 903-707		PRL	
CDSL TYLER ROLL			
TWA DIST 10010			
EED LOC. 7/7000			
ENGR. CLG			
TELEPHONE NO. (903) 531-3012			
REC. REF. ROLL RECORDS			
APP REF			
SCALE NONE			
ISSUE DATE			
DATE REV.			
JOB TITLE MWJ-CLDW TOLL			



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VOL 50 PG 231

VOL 50 PG 232

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 2-18-98

Formal notice is hereby given that DEANN NORTON whose principal address is P.O. BOX 894, ORE CITY, TX. 75683 does hereby propose to place a CULVERT within the ROW of County Road WISTERIA. 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 _____

968-2218

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.

98 FEB 23 11:51 AM
REX A. SMITH
COUNTY CLERK
UPSHUR COUNTY, TEXAS

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 damages.

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 _____, 19____

Charles R. Hill
COUNTY JUDGE

COMMISSIONER PCT. 3

Hubert Lundy
COMMISSIONER PCT. 1

Charles J. [Signature]
COMMISSIONER PCT. 4

Tommy Staley
COMMISSIONER PCT. 2

Vol 50 Pg 234

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 2-17-98

Formal notice is hereby given that C.W. RESOURCE whose principal address is P.O. BOX 1004, WHITE OAK, TX 75691 hereby propose to place a RD. BORE (Duckline) within the ROW of County Road SCRUB PINE. 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 X ROBT THOMPSON TITLE AGENT

759-8019

APPROVAL OF PERMIT APPLICATION

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

98 FEB 23 11 10 AM '98
FILED
GEN. ASST.
COUNTY CLERK

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.

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 damages.

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 _____, 19____

Charles Hill
COUNTY JUDGE

COMMISSIONER PCT. 3

Wade Rudy
COMMISSIONER PCT. 1

Charles Hill
COMMISSIONER PCT. 4

Tommy Stanley
COMMISSIONER PCT. 2

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Dean Lumber Company, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 4, 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. 4; over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) FROM KANGAROO GO .5 MILES NORTH AND TAKE LEFT ON LLAMA GO .9 MILE TO FM 2454

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]
Kollin Hurt, Dean Lumber Co.
First Party Signature

P. O. Box 610
Street or Box

Gilmer, TX 75644
City, State and Zip Code

903-843-2457
Telephone

WALLACE AND WILER
Timber Tract

Date Signed

County Judge
[Signature]
Commissioner 1

[Signature]
Commissioner 2

Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

FILED
98 FEB 23
UPSHUR COUNTY
TX

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned RAWLS 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) _____

RED MAPLE RD.

98 FEB 23 11:10:13
COUNTY CLERK
COUNTY OF UPSHUR

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

RT. 1 BOX 215
Street or Box

[Signature]
Commissioner 1

COLMESNEIL, TX. 75938
City, State and Zip Code

[Signature]
Commissioner 2

409-283-8002
Telephone

Commissioner 3

RAWLS
Timber Tract

[Signature]
Commissioner 4

2-13-98
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

Vol. 50 pg 238

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1

DATE 2-10-98

Formal notice is hereby given that KELVIN VINYARD whose principal address is RT. 2 BOX 149 A 8, GLADEWATER, TX 75647 does hereby propose to place a CULVERT within the ROW of County Road TURKEY .8 MILE. 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 _____

BEIGE HOUSE TRIMMED IN GREEN APPROVAL OF PERMIT APPLICATION

297-7498

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 _____

FILED
MEXAS, TEXAS
58 FEB 23 11:10:43
BY _____
CLERK COUNTY CL.

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 _____ culvert or within 10 feet of the closest point of same.

[Handwritten signatures]
Tommy Stanley
Chris F...

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned TUCKER TRUCKING 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) _____
BLUEBONNET AND DALIHA

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

P.O. BOX 587
Street or Box

NAPLES, TX. 75568
City, State and Zip Code

903-897-5095
Telephone

SORBER
Timber Tract

2-9-98
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

ESCL. COUNTY CL.

98 FEB 23 AM 11:43

Permit issued for a period not to exceed 90 days.

VOL. 50 PG 240

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned KYLE BRADLEY, 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)

SNAPDRAGON RD. + Peddick 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.

D. Kyle Bradley
First Party Signature

RT. 2 BOX 65
Street or Box

AVINGER, TX. 75630
City, State and Zip Code

903-562-1189
Telephone

L & P
Timber Tract

2-12-98
Date Signed

Chris Reed
County Judge

Madeline Lundy
Commissioner 1

Tommy Stangle
Commissioner 2

Commissioner 3

[Signature]
Commissioner 4

Date Signed

98 FEB 23 AM 10:43

FILED
UPSHUR COUNTY
CLERK

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #1 _____

DATE 2-12-98

Formal notice is hereby given that PAULA HAMN whose
principal address is RT, 2 BOX 196-AN, GLADEWATER, TX 75647 does hereby propose
to place a CULVERT within the ROW of County Road
COLLINS 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 _____

845-5220

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:

98 FEB 23 11:15:43
FILED

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.

Paula Hamn
James [unclear]
Charles [unclear]

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #2

DATE 2-12-98

Formal notice is hereby given that RENEA JONES whose principal address is 112 RED BUD ST. GILMER, TX. 75640 hereby propose to place a CULVERT within the ROW of County Road MUELEDEER 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

contents. NAME 843-1091 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 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.

FILED
FEB 23 11 10 AM '98
COUNTY CLERK
GILMER, TEXAS

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 damages.

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 _____, 19____

Chas. J. Still

COUNTY JUDGE

COMMISSIONER PCT. 3

James L. Lusk

COMMISSIONER PCT. 1

Chas. J. Lusk

COMMISSIONER PCT. 4

James Lusk

COMMISSIONER PCT. 2

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned HOWARD 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) _____
PERWINKLE RD.

FILED
28
MAY 13
1998
UPSHUR COUNTY, TEXAS

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

[Signature]
County Judge

P.O. BOX 401
Street or Box

[Signature]
Commissioner 1

BECKVILLE, TX. 75631
City, State and Zip Code

[Signature]
Commissioner 2

903-694-6010
Telephone

Commissioner 3

Timber Tract

[Signature]
Commissioner 4

2-11-98
Date Signed

Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned WILKS BANK FORESTRY, 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)

PEAR RD.

FILED
FEB 28 1943
UPSHUR COUNTY TEXAS

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.

