

NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
FRIDAY, JUNE 30, 2000, 9:00 AM, SPECIAL SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of accounts payable and take action.
4. Consider approval of any payroll changes and take action.
5. Accept payroll register for June.
6.
  1. Conduct a Public Hearing for the purpose of receiving public comment on the creation of the Gateway Power Project, L. P., Reinvestment Zone (Upshur County Reinvestment Zone No. 1).
  2. Consider adoption of an Order to designate a Reinvestment Zone within the County to be known as the Gateway Power Project, L. P., Reinvestment Zone (Upshur County Reinvestment Zone No. 1).
  3. Consider adoption of an Order to authorize a Tax Abatement Agreement between Upshur County, Texas and Gateway Power Project, L. P.
7. Consider bids on asphalt for Pct. #4 and take action. This was tabled from 6-26-2000 meeting.
8. Hear David Mooney, Upshur County Emergency Management Coordinator, and others on Emergency Management issues.
9. Consider approving new COBRA insurance rates and take action.
10. Approve applications for use of Upshur County roads and right of way.

*Charles L. Still*

Charles L. Still  
County Judge

This above and foregoing is a true and correct copy of the original on file in this office.



*Reg A. Shaw*  
County Clerk  
Upshur County, Texas

REC'D  
CLERK  
OFFICE  
UPSHUR COUNTY, TX.  
JUN 26 PM 2:11  
BY \_\_\_\_\_  
DEPUTY

**UPSHUR COUNTY COMMISSIONERS COURT**

**6-30-2000**

**COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.**

**1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 6-26-2000. MOTION CARRIED.**

**2. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.**

**3. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE ACCOUNTS PAYABLE NOW DUE. MOTION CARRIED.**

**BILLS PREVIOUSLY APPROVED ON 6-26-2000 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.**

**4. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:**

**BUCKY LYNN GOZA-PRECINCT #3-DUE TO NEW HIRE  
CHARLEY CLAYTON-PRECINCT #4-DUE TO NEW HIRE  
WAYDE DAVIS- JAIL-DUE TO LONGEVITY INCREASE  
WILLIAM NELSON-PRECINCT #2-LONGEVITY INCREASE  
ALICE HOPKINS-JAIL-LONGEVITY INCREASE**

**MICHAEL DAVIS-SHERIFF-LONGEVITY INCREASE  
TEENA HENSON-DISTRICT CLERK-LONGEVITY INCREASE  
LINDA TUEL-TREASURER-LONGEVITY INCREASE  
DONALD JEFFERY-PRECINCT #2-LONGEVITY INCREASE**

**MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE PAYROLL CHANGE REPORTS ATTACHED.**

**5. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE PAYROLL REGISTER FOR JUNE. MOTION CARRIED. PAYROLL REGISTER FOR MONTH OF JUNE ATTACHED.**

**6. (1) PUBLIC HEARING: JUDGE STILL ASKED IF ANYONE IN THE AUDIENCE HAD A QUESTION OR A COMMENT CONCERNING THE CREATION OF THE GATEWAY POWER PROJECT, L.P., REINVESTMENT ZONE. THERE WERE NONE.**

**(2) MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ADOPT ORDER DESIGNATING A REINVESTMENT ZONE (UPSHUR COUNTY REINVESTMENT ZONE NO. #1.) INCLUDED IN THIS MOTION IS TO AUTHORIZE JUDGE STILL TO SIGN ORDER. ORDER ATTACHED.**

**(3) MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO AUTHORIZE JUDGE CHARLES STILL TO SIGN ORDER TO AUTHORIZE A TAX ABATEMENT AGREEMENT BETWEEN UPSHUR COUNTY, TEXAS AND GATEWAY POWER PROJECT, L.P. MOTION CARRIED. ORDER AUTHORIZING TAX ABATEMENT AGREEMENT**

**ATTACHED.**

**7. THE FOLLOWING BIDS WERE SUBMITTED ASPHALT FOR PRECINCT 4:**

<b>NAME OF BIDDER</b>	<b>AMOUNT OF BID</b>
<b>MCKINNON CONSTRUCTION</b>	<b>\$60,635.00</b>
<b>NOR-TEX PAVING</b>	<b>\$99,792.00</b>

**MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO ACCEPT LOWEST BID SUBMITTED BY MCKINNON CONSTRUCTION FOR ASPHALT FOR WORK ON JAGUAR ROAD. MOTION MADE WITH THE STIPULATION - IF COMMISSIONER GREEN OPTS TO PROCEED WITH THIS PROJECT. COPIES OF BIDS ATTACHED.**

**8. NO ACTION REQUIRED ON AGENDA ITEM CONCERNING EMERGENCY MANAGEMENT ISSUES.**

**9. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO APPROVE NEW RATES FOR THE UPSHUR COUNTY COBRA INSURANCE. MOTION CARRIED. DOCUMENT WITH NEW RATES ATTACHED.**

**10. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENTS AND PERMIT APPLICATIONS:**

**SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY LINDSEY LOGGING TO HAUL LOGS ON LEMON.**

**SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY DEAN LUMBER TO HAUL LOGS ON ASH.**

**SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY DEAN LIMBER TO HAUL LOGS ON PHILLIP SPRINGS.**

**SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY DEAN LUMBER TO HAUL LOGS ON EAGLE.**

**PERMIT APPLICATION SUBMITTED BY STEVE BUSSEY TO PLACE A CULVERT IN ROW OF LOCUST.**

**PERMIT APPLICATION SUBMITTED BY JERRY RICHARDSON TO PLACE A CULVERT IN ROW OF ARROWWOOD.**

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

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

**ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.**

  
JUDGE CHARLES STILL

  
COMMISSIONER GADDIS LINDSEY

  
COMMISSIONER TOMMY STANLEY

  
COMMISSIONER RICK JACKSON

  
COMMISSIONER RUSSELL GREEN

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 30<sup>th</sup> day of June, 2000.

Charles F. Still  
Charles Still, County Judge

Gaddis Lindsey  
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley  
Tommy Stanley, Comm. Pct. 2

Rick Jackson  
Rick Jackson, Comm. Pct. 3

Russell Green  
Russell Green, Comm. Pct. 4

FILED  
REX / STW  
COURT CLERK  
00 JUN 30 AM 10:37  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

Budget Amendments

June 30, 2000

<u>FROM</u>			<u>TO</u>		
	<b>Commissioners Court</b>		<b>Commissioners Court</b>		
10-401-3095	Books & Publications	\$ 90.10	10-401-3010	Office Supplies	\$ 90.10
	<b>Non-Departmental</b>		<b>Non-Departmental; Constable #2; Insurance</b>		
10-409-4955	Contingency	\$ 26,772.17	10-409-4495	Contracted Services	\$ 421.00
			10-552-3420	Veh Repairs & Maint	\$ 21.00
			86-400-2900	Health Claims	\$ 26,330.17
					<u>\$ 26,772.17</u>
	<b>Telecommunications</b>		<b>Telecommunications</b>		
10-410-5300	Telephone Equipment	\$ 8.92	10-410-3010	Office Supplies	\$ 8.92
	<b>County Buildings</b>		<b>County Buildings</b>		
10-510-4502	Educational Expense	\$ 95.41	10-510-3460	Plumbing	\$ 95.41
	<b>Constable #4</b>		<b>Constable #4</b>		
10-554-4502	Educational Expense	\$ 12.00	10-554-4470	Other Comm Maint	\$ 12.00
	<b>Adult Probation</b>		<b>Adult Probation</b>		
10-570-4410	Service Agreements	\$ 270.50	10-570-4330	Local Telephone Serv	\$ 270.50
	<b>Road &amp; Bridge #1</b>		<b>Road &amp; Bridge #1</b>		
15-611-5350	Other Comm Equipmt	\$ 768.60	15-611-4480	Other Repairs & Maint	\$ 768.60
	<b>Road &amp; Bridge #3</b>		<b>Road &amp; Bridge #3</b>		
17-613-5675	Bridge Material	\$ 190.67	17-613-3240	Tires & Tubes	\$ 120.83
			17-613-3420	Repair & Maint Veh	\$ 22.69
			17-613-3430	Repair & Maint Eqpt	\$ 47.15
					<u>\$ 190.67</u>
	<b>Road &amp; Bridge #4</b>		<b>Road &amp; Bridge #4</b>		
18-614-3420	Repair & Maint. Vehicles	\$ 18.72	18-614-3220	Oil, Grease, Lub	\$ 18.72



THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 06/26/00 thru 06/29/00

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$250 00	D CT-#333-00/THOMPSON CHILDREN
				\$250 00	D CT-#60499 BRIDGES CHILDREN 6/9/00
96947-APCA	06/26/00	BLAZER RESOURCES INC.	\$7,780.50	\$3,420 00	PCT#2-CUST#2611/ROAD OIL(120 BBLs @ \$28.50)
				\$4,360.50	PCT#3-CUST#2611/ROAD OIL(153 BBLs @ \$28.50)
96948-APCA	06/26/00	BRODART CO.	\$498.68	\$498 68	LIBRARY-BOOKS
96949-APCA	06/26/00	BROOKSHIRES	\$115 72	\$31.43	DA-PATRICIA KEITH/HOT CHECK RESTITUTION
				\$84 29	DA-CHRISTINA JOHNSTON/HOT CHECK RESTITUTION
96950-APCA	06/26/00	C LILES TRUCKING CO INC	\$3,250 00	\$3,250 00	PCT#3-HAULED RECYCLE
96951-APCA	06/26/00	CALEB DAVIDSON	\$8 50	\$8 50	PCT#4-REPAY FOR BROKEN WATER METER
96952-APCA	06/26/00	CATFISH VILLAGE	\$31 05	\$31 05	DA-SCOTT WHITLOCK/HOT CHECK RESTITUTION
96953-APCA	06/26/00	CAVENDER'S BOOT CITY	\$294 92	\$159 97	CONST#3-BOOTS, JEANS
				\$59 98	CONST#3-JEANS
				\$74 97	CO JAIL-JEANS
96954-APCA	06/26/00	CERTIFIED LABORATORIES	\$480 00	\$480 00	CO BLDGS-ACCT#80118175/WT-33
96955-APCA	06/26/00	CHARLES L. STILL	\$266 93	\$266 93	COMM CT-REIMBURSE/259mi @ 31ea; LODGING; MEALS(C ONF#NAC00DOCHES)
96956-APCA	06/26/00	CHECKS & BALANCE INC	\$184 80	\$184.80	DA-ELLA TATE/HOT CHECK RESTITUTION
96957-APCA	06/26/00	CHRS-PB	\$2,000.00	\$2,000 00	NON DEPT-#20660346/POSTAGE FOR METER(CTH)
96958-APCA	06/26/00	COLORADO COUNTY JUVENILE	\$4,132.00	\$4,132 00	ISP-MAY'00 BOOT CAMP/V.D.W.G.
96959-APCA	06/26/00	COMMUNITY REHABILITATION	\$3,394 00	\$3,394 00	CCP-MAY'00 BILLING
96960-APCA	06/26/00	COMPLETE BUSINESS SYSTEMS	\$268 34	\$268.34	ACCT#1-107862627-001/JUNE 5-JULY 5'00
96961-APCA	06/26/00	COMPLETE BUSINESS	\$262 60	\$119 78	ID#17470/7985 COPIES-05/07-06/07/00
				\$1 24	911-ID#15922/71 COPIES-05/07-06/07/00
				\$31 82	LIB-ID#11657/1632 COPIES-05/08-06/08/00
				\$12 44	JP#1-ID#17541/829 COPIES-5/11-6/11/00
				\$4.26	CO CLK-ID#17201/284 COPIES-05/10-06/10/00
				\$78 89	ID#15564/4781 COPIES-05/12-06/12/00
				\$8 69	JP#3-ID#11477/357 COPIES-05/15-06/15/00
				\$5 48	ID#15514/332 COPIES-05/16-06/16/00
96962-APCA	06/26/00	COMPUNET TECHNOLOGIES INC	\$954 00	\$954 00	CO CLERK-INTEL PENTIUM III
96963-APCA	06/26/00	CYNTHIA CARTER	\$1 20	\$1 20	D A-OVERPAYMENT OF HOT CHECKS
96964-APCA	06/26/00	D & W PRINTING COMPANY	\$192 25	\$192 25	D JUDGE-LETTERHEADS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Jun 2000

THE SOFTWARE GROUP, INC

Disbursements Made from 06/26/00 thru 06/29/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
96965-APCA	06/26/00	DALLAS COUNTY TREASURER	\$335.00	\$335.00	CD S-TRANS#3120004702&22/JAMES SHAW
96966-APCA	06/26/00	DAVID B. BROOKS	\$100.00	\$100.00	D. A-MAY'00 LEGAL CONSULTATION SERVICES
96967-APCA	06/26/00	DAVID P. MOONEY	\$233.87	\$233.87	CD. EMRO-MAY'2000/GUIDEBOOKS&FRGT CHRG.
96968-APCA	06/26/00	DBT ONLINE INC	\$25.00	\$25.00	SUP-#37555/MAY'00 BILLING
96969-APCA	06/26/00	DEAN'S LAWNMOWER &	\$128.40	\$128.40	CD. BLDGS-REPAIR MOWER, EDGER, WACKER
96970-APCA	06/26/00	DIAGNOSTIC REFERENCE LAB	\$405.65	\$405.65	CD. JAIL-ACCT#30162/MEDICAL SERVICES
96971-APCA	06/26/00	DIAMOND SHAMROCK	\$41.12	\$41.12	CD S-ACCT#77003775/JUNE 13'00 BILLING
96972-APCA	06/26/00	DIXIE PAPER COMPANY	\$668.23	\$668.23	CD. JAIL-CUST#585755/JANITORAL SUPPLIES
96973-APCA	06/26/00	DWIGHT A. BRANNON	\$700.00	\$700.00	D. CT-#12,356/CARROLL LYNN LANEY
96974-APCA	06/26/00	EAGLE AUTO GLASS	\$371.40	\$371.40	PCT#2-GLASS, INSTALLATION
96975-APCA	06/26/00	EAST TEXAS MEDICAL	\$2,367.97	\$224.00 \$86.00 \$697.00 \$1,313.40 \$47.57	CD JAIL-DERRICK DYER/MEDICAL SERVICES CD. JAIL-DERRICK DYER/MEDICAL EXPENSES CD. JAIL-DAVID BILLINGS/MEDICAL SERVICES CD JAIL-DOUGLAS DIXON/MEDICAL SERVICES INDIO-PAT#2312866/FRED S. MOORE/MEDICAL
96976-APCA	06/26/00	EAST TEXAS PHYSICI	\$26.87	\$26.87	INDIO-ALTON GRANVILLE/MEDICAL SERVICES
96977-APCA	06/26/00	EAST TEXAS RADIOLOGY CONSULT	\$195.00	\$195.00	CD JAIL-ACCT#110188/MEDICAL SERVICES
96978-APCA	06/26/00	EBB B MOBLEY	\$600.00	\$600.00	D. CT-#12,257/BRYAN ROLAND HOITT
96979-APCA	06/26/00	ECONOMY AUTO SUPPLY INC	\$150.61	\$10.02 \$26.50 \$39.25 \$35.17 \$12.00 \$40.42 \$12.75cr	CD. S-SWITCH CD. S-FREON CD. S-A CD. S-DISC PAD SET CD. S-TURN DRUMS CD. S-ROTOR, CAP, FILTER, PLUGS CD. S-RETURNED SWITCH
96980-APCA	06/26/00	ELECTIONS SYSTEMS & SOFTWARE	\$207.81	\$207.81	ELECTIONS-ACCT#U67387/R-PROG
96981-APCA	06/26/00	ET MOBILE IMAGING	\$610.00	\$610.00	CD JAIL-ACCT#110788/MEDICAL SERVICES
96982-APCA	06/26/00	FANNIN FARM EQUIPMENT	\$55.95	\$26.00 \$29.95	PCT#4-GLOVES PCT#4-ACCI HOSES
96983-APCA	06/26/00	FEDEX	\$74.92	\$22.50 \$52.42	D. A-ACCT#227516917/SHIPMENT TO DALLAS D. A-ACCT#227516917/SHIPMENTS TO DALLAS
96984-APCA	06/26/00	FUTURE EQUIPMENT CO. INC	\$99.72	\$99.72	PCT#1-CUST#3UC0001/JOINT

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THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 06/26/00 thru 06/29/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
96985-APCA	06/26/00	GALL'S INC.	\$120.76	\$10 68 \$48 07 \$62 01	CONST#4-ACCT#19331580/NAMETA9 CONST#4-T-SHIRTS(3) CONST#4-BADGE
96986-APCA	06/26/00	GAYLORD BROS INC.	\$53 58	\$53 58	LIBRARY-VINYL BOOK POCKETS; CLASSIFICATION LABELS; SHIPPING
96987-APCA	06/26/00	GENERAL TELEPHONE COMPANY	\$46 92	\$46 92	CO. JUDGE-#8437069/JUNE 07/00 BILLING
96988-APCA	06/26/00	GEORGE P. BANE INC.	\$92 79	\$92 79	PCT#4-#91938/BOOM KNIVES; BOLTS; NUTS
96989-APCA	06/26/00	GILMER COUNSELING SERVICES	\$1,750 00	\$1,750 00	CCP-APRIL '00 BILLING
96990-APCA	06/26/00	GILMER CRAFTER'S MALL	\$151 55	\$151 55	DA-TONDA HARRIS/HOT CHECK RESTITUTION
96991-APCA	06/26/00	GILMER DISCOUNT TIRE	\$20 00	\$20 00	CONST#2-BALANCE TIRES
96992-APCA	06/26/00	GILMER DRUG COMPANY	\$709 36	\$19 94 \$352 40 \$75 75 \$244 54 \$16.73	CO JAIL-PRESCRIPTIONS CO JAIL-PRESCRIPTIONS CO JAIL-PRESCRIPTION CO JAIL-PRESCRIPTIONS CO JAIL-PRESCRIPTION
96993-APCA	06/26/00	GILMER OFFICE CENTER	\$122 72	\$5 95 \$27 00 \$11 34 \$27 99 \$14 94 \$35 50	JP#1-SHEET LIFTERS CO S-STENO BOOKS IC-STAPLES; SUCTION CUPS SUP-PRINTER CARTRIDGE COMPUTER-DISKS SUP-SUPPLIES
96994-APCA	06/26/00	GOVERNMENT RECORDS SERVICES	\$4,979 74	\$4,979 74	CO CLK-CUST#000309/ARCH. PRINTS; INDEXING
96995-APCA	06/26/00	GREGG CO JUVENILE PROBATION	\$2,040 00	\$2,040 00	JUV PROB-MAY '00 DETENTION
96996-APCA	06/26/00	H&D TIRE & AUTOMOTIVE	\$5,690 10	\$4 94 \$36 87 \$89 99 \$6 74 \$26 55 \$11 60 \$52 16 \$13 08 \$9 70 \$17 05 \$27 35 \$25 98 \$27 34 \$13 32 \$225 78 \$5 88 \$85 56	CO BLDG-PIECE OF STEEL PCT#1-PLUG; TAPE, BUCKETS OIL CO BLDG-GRINDER PCT#4-MAIL BOX PCT#4- REPAIR & MAINT EQUIP JAIL-MASKING TAPE PCT#4-BAR OIL; GREASE HOSES; GREASE TUBES PCT#4-OIL PCT#2-BOLT JAIL-SHELF SUPPORTS; DRAWER SLIDE PCT#4-VICE GRIPS; WINDEX PCT#4-BOLTS; NUTS; WASHERS PCT#4-HYDRAULIC FITTINGS; HOSE PCT#4-HOSE CLAMPS; RAD HOSE PCT#2-TIRES PCT#2-HYD FITTINGS; HOSE PCT#3-FILTERS; FREON

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Jun 2000

Approved Disbursements

THE SOFTWARE GROUP, INC

Disbursements Made from 06/26/00 thru 06/29/00

ALL Checking Accounts

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$81.00	PCT#4-BATTERY
				\$3.31	PCT#3-NOZZLE; HARDWARE
				\$37.52	PCT#4-HYDRAULIC FITTINGS; HOSE
				\$2.67	PCT#4-DOOR SPRING
				\$17.98	PCT#4-FITTINGS; HOSES
				\$55.78	PCT#3-MOWER BLADES; BOLTS; NUTS
				\$14.27	PCT#4-ORANGE FLAG TAPE
				\$10.42	JAIL-RELEASE VALVE; PART
				\$11.82	CO BLDG-CUTOFF WHEELS
				\$27.53	CO. BLDG-S PLIERS
				\$9.50	CO. BLDG-JIG SAW BLADES; JIG SAW BLADES
				\$10.00	JAIL-ANTI FREEZE
				\$20.02	PCT#3-AUTOMOTIVE BELTS
				\$16.08	LIBRARY-AIR FILTERS
				\$13.89	CO BLDG-TAP; TAP; BITS; BOLTS
				\$1.32	LIBRARY-SWITCH; SWITCH
				\$2.69	LIBRARY-FLAPPER
				\$5.28	CO BLDG-WATER KEY; KEY
				\$1.76	CO. BLDG-KEYS
				\$4.00	CO BLDG-LABOR
				\$8.72	CO. BLDG-HARDWARE
				\$4.04	SHERIFF-SURGE OUTLET
				\$24.62	PCT#3-CREDIT AUTOMOTIVE BELTS & SPOUTS
				\$13.49	CO BLDG-HACK SAW
				\$34.84	PCT 2-FILE; BOLT KIT
				\$22.49	JAIL-FAN
				\$66.82	PCT 1-FREDN; SWITCH
				\$38.87	PCT 3-AIR HOSE; SCREW DRIVER
				\$40.37	PCT 3-AIR HOSE
				\$6.30	PCT 4-CAP
				\$777.52	PCT 2-TIRES
				\$68.00	PCT 2-TUBES
				\$12.23	PCT 4-VICE GRIPS
				\$338.01	PCT 1-TIRE
				\$34.50	PCT 1-TUBE
				\$27.26	JAIL-PVC PIPE; PVC PLUGS; CAPS; CONCRET; WOOD FILLER; MOUNTING TAPE; SCREWS; ANCHORS
				\$14.45	PCT 4-HYDRAULIC FITTING; HYDRAULIC FITTING; HYDRAULIC HOSE
				\$32.96	CO. BLDG-SPRAYER; REPAIR KIT; KEY SET; SCREW DRIVER
				\$7.00	JAIL-WASHERS
				\$2.24	PCT 3-MIRROR
				\$5.00	CO BLDG-WIRE NUTS
				\$143.25	PCT 1-5 GAL BUCKETS HYDRAULIC OIL; TEMPATURE SENDER; BRAKE FLUID; BRAKE FLUID; GLOVES; GLOVES; GLOVES
				\$1.61	JAIL-CABLE TIES; 3 FT CLEAR TUBING
				\$0.48	CO. JAIL-CLEAR TUBING
				\$22.28	JAIL-PENS; ANCHORS; DRILL BIT
				\$181.33	PCT 1-ALTERNATOR; ALTERNATOR CORE; BELT

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Jun 2000

THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 06/26/00 thru 06/29/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$11 75	CO BLDGS-LOCK/KEYS
				\$3 12	PCT 4-FILTER
				\$9 26	JAIL-CHISEL
				\$25 04	PCT 1-TUBE/ CUPLINGS
				\$67 80	PCT 1-DEFLECTOR; THERMOSTAT; BELT
				\$75 76	CONST#4-GHOCK ABSORBERS
				\$16 35	PCT 3-WHEEL BEARING GREASE; SPARK PLUGS
				\$40 15	PCT 1-DEGREASER; GLASS CLEANER; BRUSH; ANIFREEZE
				\$6 38	CO BLDG-WIRE BRUSH; TIPS
				\$6 91	JAIL-CEMENT; CONCRET PATCH
				\$29 34	PCT 3-BELT; ROLL WIRE
				\$3 69	CO JAIL-ROMEX
				\$254 16	PCT 1-OIL (30 GAL); OIL; 80-90 OIL; CLAMPS; OIL CONDITIONER
				\$63 69	PCT 1-BLADES; BOLT KITS; GLOVE
				\$777 52	PCT 1-TIRES
				\$72 00	PCT 1-TUBES
				\$6 75	JAIL-BOX COVER; CEILING BOX; CONNECTORS; ELECTRICAL TAPE; WIRE NUTS; KEY RINGS
				\$81 32	PCT 4-TIRE
				\$772 08	PCT 2-TIRES; TUBES
				\$0 40	CO BLDG-ANCHORS; SCREWS
				\$1 19	LIBRARY-QUIET SWITCH; QUIET SWITCH
				\$70 53	CO BLDG-8' FLUORESCENT BULB; DOOR STOPS
				\$74 38	PCT 1-TUBE; MASK; WELDING RODS; WELDING RODS
				\$5 38	JAIL-BRUSH; PAINT
				\$136 00	PCT 1-BATTERIES; RECYCLE 12V
				\$8 09	CO BLDG-TRIM LINE
				\$44 77	CO BLDG-BRASS SHIMSTOCK; MODULAR JACK; CPVC CAP; 1" PVC#0 PLUG; 14' BASE CORD; CPVC PIPE
				\$8 98	CO BLDG-PLIERS
				\$138 05	PCT 4-ALTERNATOR; BELTS; 1 GAL W/SPRAY; BATTERY; RECYCLE
				\$128 32	PCT 4-BATTERY; RECYCLE; BATTERY CORE
				\$5 28	PCT 3-NUMBERS
				\$63 37cr	PCT#3-RETURNED FILTERS
				\$17 07cr	PCT#3-RETURNED BELTS
				\$33 36cr	PCT#3-RETURNED AIR HOSE
				\$15 20cr	CO JAIL-RETURN DRILL BIT
				\$50 00cr	PCT#1-RETURN ALTERNATOR CORE
				\$18 25cr	PCT#1-RETURNED THERMOSTAT; BELTS
				\$12 72cr	CO BLDGS-RETURNED MGC
96998-APCA	06/26/00	HENRY WHITLEY P C	\$2,500 00	\$1,250 00	D CT-#12, 432/JASON EUGENE MASK
				\$1,250 00	D CT-#10, 729/JACKIE RAY FULLER
96999-APCA	06/26/00	HERBERT L YOUNG	\$2,918 56	\$90 06	CONST#4-74 GALS GASOLINE
				\$70 59	CONST#3-58 GALS GAS
				\$2,439 33	CO S-(932)gal UNLEAD(1022)UNLEAD PREM. GAS
				\$84 82	911-70 GALS GASOLINE



THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 06/26/00 thru 06/29/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
97016-APCA	06/26/00	LANNY RAMSAY	\$27.09	\$27.09	D CT-EXPENSES/VISITING JUDGE-04/28/00
97017-APCA	06/26/00	LAUREN PARISH	\$400.00	\$400.00	JUNE'00 JUVENILE PROBATION BOARD
97018-APCA	06/26/00	LESLIE'S SMALL ENGINES	\$143.55	\$28.60 \$114.95	PCT#3-CHAIN PCT#3-TRIMMER HEAD
97019-APCA	06/26/00	LINEBARGER HEARD GOGGAN BLAI	\$9,736.08	\$5,263.63 \$4,472.45	CO TAX-MAY'00 DELINQUENT TAX ATTY FEES CO TAX-DEC'99 DELINQUENT TAX ATTY FEES
97020-APCA	06/26/00	LISA PHILLIPS	\$200.00	\$200.00	JUV PROB-PSYCHOLOGICAL TESTING/F. B. 5/30/00
97021-APCA	06/26/00	LLOYD'S BODY SHOP	\$80.00	\$80.00	JUV PROB-REPAIR VAN 3/20/00
97022-APCA	06/26/00	LONG MOTOR COMPANY INC.	\$325.36	\$296.46 \$28.90	CO S-#00432541/'96 FORD CROWN VIC/PARTS&LABOR SUP-FILTER & OIL/99 MERCURY MOUNTAINEE
97023-APCA	06/26/00	LONGVIEW ORTHOPAEDIC CLINIC	\$109.00	\$109.00	CO JAIL-DANNY DEAN #17372/MED. SERVICES
97024-APCA	06/26/00	LOWE'S OF LONGVIEW	\$139.00	\$139.00	CO AUD-#00480090519/2 SHELVES
97025-APCA	06/26/00	LYNN PEAVEY COMPANY	\$17.25	\$17.25	CO S-CUST#756010/GLASSINE
97026-APCA	06/26/00	LYNN ROBERTSON(DAVIS)	\$500.00	\$500.00	D A-CYNTHIA CARTER/HOT CK. RESTITUTION
97027-APCA	06/26/00	MARTY YOUNG	\$750.00	\$250.00 \$250.00 \$250.00	CO CT-#25,694 DONNIE DARRELL HILL CO CT-#25,691 DONNIE DARRELL HILL D CT-#392-92/I-I-O A. B.
97028-APCA	06/26/00	MATTHEW BENDER & CO. INC.	\$71.76	\$71.76	D A-ACCT#B4056000/TX. CRIM. PRACT. RENEWAL
97029-APCA	06/26/00	MCCAULEY TRUCK&DIESEL SERVIC	\$235.00	\$235.00	PCT#3-SERVICE CALL/ENGINE REPAIR
97030-APCA	06/26/00	MED SHOP MEDICAL DEPOT	\$8.54	\$8.54	CO JAIL-SELF CATHETERS
97031-APCA	06/26/00	MEDICAL WHOLESALE INC.	\$300.80	\$242.10 \$51.00 \$7.70	CO JAIL-CUST#3047/MEDICAL SUPPLIES CO JAIL-CUST#3047/DRAJEL CO JAIL-CUST#3047/GAUZE
97032-APCA	06/26/00	MICHAEL MARTIN ATTY	\$1,200.00	\$350.00 \$350.00 \$250.00 \$250.00	D CT-#12,178/JIMMY LOYD HEADRICK D CT-#12,563/ROBERT FITZGERALD D CT-#50-94/I-I-O M. J. D CT-#604-99 BRIDGES CHILDREN 6/09/00
97033-APCA	06/26/00	MUSIC MOUNTAIN WATER CO.	\$51.24	\$22.00 \$29.24	TAX-ACCT#18700100/MAY 31/00 BILLING D A-ACCT#18928400/MAY 31/00 BILLING
97034-APCA	06/26/00	MYRA HARRIS	\$337.02	\$337.02	CO TREAS-REIMBURSE/CIO SEMINAR; 708mi@ 315e@ MEALS; PARKING@SAN ANTONIO

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Jun 2000

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/26/00 thr. 06/29/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
97035-APCA	06/26/00	NELL MATTHEWS	\$92.61	\$92.61	CO. S-REIMBURSE/MILEAGE TO GRAPEVINE, TX. FOR SCHOOL
97036-APCA	06/26/00	OFFICE & GIFTS CENTER	\$121.79	\$31.96 \$2.18 \$29.95 \$38.99 \$18.71	D CLK-LABEL, TAB TAX-ASSESSOR-FILE FOLDER LABELS IC-OKADATA PRINTER RIBBONS JP3-RIBBON FOR FAX DA-CHAIR CUSHION
97037-APCA	06/26/00	OLYMPIC WASTE - KILGORE	\$2,045.72	\$2,045.72	WASTE&CO. BLDGS-#0700020342/MAY'00 BASIC SERVICE/RENTAL
97038-APCA	06/26/00	DRE CITY HOME & AUTO INC.	\$147.13	\$27.90 \$24.58 \$10.08 \$6.04 \$7.76 \$9.93 \$52.74 \$4.69 \$1.60 \$1.79	PCT#2-CONCRETE MIX PCT#2-SHOVEL PCT#2-COUPLER; HOSE PCT#2-BULBS; BOLT PCT#2-O-RINGS; BULBS PCT#2-SEAL; STD CPL; PIPE PCT#2-NIPPLE; STARTER PCT#2-PIPE PCT#2-SPRING PCT#2-BULB
97039-APCA	06/26/00	PATTIE HARRIS	\$364.50	\$364.50	D CT-(40.5)hrs. CONTRACT LABOR
97040-APCA	06/26/00	PATTON LAW FIRM	\$350.00	\$350.00	D CT-#12.527/LURLENE COONEY
97041-APCA	06/26/00	PAUL BANNER	\$11.95	\$11.95	D. CT-MILEAGE; MEALS/06/05/00
97042-APCA	06/26/00	PETERS AUTOPLEX	\$30.00	\$30.00	PCT#4-ACCT#7235/REPAIR WORK
97043-APCA	06/26/00	PHILLIPS PETROLEUM COMPANY	\$52.52	\$52.52	CO S-#6992684750/JUNE 7'00 BILLING
97044-APCA	06/26/00	PITNEY BOWES INC	\$587.76	\$587.76	NON DEPT-ACCT#1288928/PARAGON EQUIP 5/30-6/30/00
97045-APCA	06/26/00	POSTMASTER	\$566.00	\$64.00 \$194.00 \$194.00 \$114.00	JUV. PROB-#637/ANNUAL BOX RENTAL NON. DEPT-#730/ANNUAL BOX RENTAL NON. DEPT-#790/ANNUAL BOX RENTAL D. CLK-#930/ANNUAL BOX RENTAL
97046-APCA	06/26/00	PROFESSIONAL FOOD SYSTEMS	\$542.91	\$542.91	CO. JAIL-CUBT#17130/ASSORTED FOODS
97047-APCA	06/26/00	PROFESSIONAL TECHNICAL ASSIS	\$244.50	\$244.50	PCT#4-LABOR; PARTS
97048-APCA	06/26/00	QUILL CORPORATION	\$1,189.09	\$1,099.18 \$89.91	SUP-#49034/OFFICE SUPPLIES SUP-#49034/OFFICE SUPPLIES
97049-APCA	06/26/00	RADIOLOGY DIAGNOSTIC SERVICE	\$79.00	\$79.00	CD JAIL-#01-01082759/DANNY DEAN 4/19/00
97050-APCA	06/26/00	RAMADA LIMITED	\$94.00	\$94.00	D. CT-ROOM#107/JUDGE ZIMMERMANN 5/31-6/2/00

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Jun 2000

Approved Disbursements  
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 06/26/00 thru 06/29/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
97051-APCA	06/26/00	RELIANT ENERGY ARKLA	\$893.27	\$754.68	J. CTR-#4551008/JUNE 08/00 BILLING \$12.00 CD LIB-#4860706/JUNE 09/00 BILLING \$12.00 CD LIB-#4860730/JUNE 09/00 BILLING \$12.00 CD BLDG-#4783870/JUNE 09/00 BILLING \$42.74 CD BLDGS-#4830428/JUNE 09/00 BILLING \$14.19 PORTER BLDG-ACCT#3976636/JUN 12/00 BILLING \$45.66 BANK ANNEX-ACCT#3976446/JUN 12/00 BILLING
97052-APCA	06/26/00	REX SHAW	\$169.89	\$169.89	CD CLK-REIMBURSE/MILEAGE DIFF; LODGING; MEALS
97053-APCA	06/26/00	RICK'S TIRE SERVICE	\$342.50	\$30.00	PCT#1-SERVICE CALL; PUT ON SPARE \$25.00 PCT#1-SERVICE CALL; FLAT REPAIR \$25.00 PCT#1-SERVICE CALL; FLAT REPAIR \$52.50 PCT#1-SERVICE CALL; 2 TIRE MOUNTS; PUT ON SPARE \$30.00 PCT#4-SERVICE CALL; FLAT REPAIR \$75.00 PCT#1-SERVICE CALL; 4 TIRE MOUNTS \$25.00 PCT#3-SERVICE CALL; FLAT REPAIR \$25.00 PCT#1-SERVICE CALL; FLAT REPAIR \$25.00 PCT#4-SERVICE CALL; FLAT REPAIR \$30.00 PCT#1-SERVICE CALL; FLAT REPAIR
97054-APCA	06/26/00	RISD INC	\$3.71	\$3.71	CD BLDG-CUST#6319951/DUPLICATOR
97055-APCA	06/26/00	ROBERT D BENNETT	\$250.00	\$250.00	D. CT-#263-99/I-I-D BROOKS/WATERS CHILDREN
97056-APCA	06/26/00	ROGER DANIELS	\$25,000.00	\$25,000.00	CD LIB-(TIF)EQUIP RACK; WORKSTATIONS; CABLE; SUP LLIES; DIGITAL CAMERA; LASER PRINTER
97057-APCA	06/26/00	RONNIE MITCHELL	\$379.26	\$379.26	JUV PROB-REIMBURSE/1204m1@ 315ea 5/00
97058-APCA	06/26/00	SABINE VALLEY COUNSELING CEN	\$350.00	\$350.00	JUV. PRQR-MAY'00 COUNSELING
97059-APCA	06/26/00	SALEM PRESS INC	\$121.00	\$121.00	LIBRARY-STATES
97060-APCA	06/26/00	SANDY LIVENOODD	\$500.00	\$250.00	D CT-#189-92/I-I-D D K \$250.00 D CT-#50-94/I-I-D M J.
97061-APCA	06/26/00	SCHWAAB INC.	\$259.30	\$259.30	D CT-HAND STAMPS
97062-APCA	06/26/00	SHEARER'S AUTO PLEX	\$52.00	\$52.00	CQ. S-'97 CHEV COMERO/BELT&LABOR
97063-APCA	06/26/00	SHIRLEY C FORE	\$90.00	\$90.00	CD CT-COURT REPORTING JUNE 15/00
97064-APCA	06/26/00	SMITH OIL COMPANY	\$354.00	\$354.00	PCT#2-OIL; GREASE; CHAIN OIL
97065-APCA	06/26/00	SOUTHWESTERN BELL TELEPHONE	\$3.30	\$3.30	D. JUDGE-ACCT#21410622362183/JUNE 01/00 BILLING
97066-APCA	06/26/00	SOUTHWESTERN ELECTRIC POWER	\$7,175.74	\$41.92	JP#3-ACCT#1026996/JUNE 09/00 BILLING \$670.93 TAX-ACCT#254106958/JUNE 14/00 BILLING \$232.56 911-ACCT#254136955/JUNE 14/00 BILLING

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Jun 2000

THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 06/26/00 thru 06/29/00

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				\$5,196.00	J. CTR-ACCT#716860/JUNE 14/00 BILLING
				\$54.16	REC. STOR -ACCT#133876995/JUNE 14/00 BILLING
				\$60.18	PORTER BLDG-ACCT#556852/JUNE 14/00 BILLING
				\$37.37	ROCK BLDG-ACCT#406819/JUNE 16/00 BILLING
				\$627.38	CO LIB-ACCT#666859/JUNE 16/00 BILLING
				\$245.24	CO LIB-ACCT#4036695/JUNE 16/00 BILLING
				\$10.00	CO BLDG-ACCT#3596699/JUNE 16/00 BILLING
97067-APCA	06/26/00	SYSCO FOOD SYSTEMS INC	\$920.49	\$920.49	CO JAIL-CUST#288639/ASSORTED FOODS
97068-APCA	06/26/00	T & S TRACTOR INC.	\$8.97	\$8.97	CCP-SUPPLIES
97069-APCA	06/26/00	TEECO SAFETY INC	\$389.00	\$389.00	SHERIFF-PARTITION, SHIPPING
97070-APCA	06/26/00	TEFTELLER & PELAIJA	\$250.00	\$250.00	D CT-#604-99 BRIDGES CHILDREN 6/09/00
97071-APCA	06/26/00	TERRI ROSS	\$280.24	\$280.24	D CT-REIMBURSE/LODGING@HUNTSVILLE(PROFF DEV P ROOM)
97072-APCA	06/26/00	TEXAS AWNING & CANVAS INC	\$41.25	\$41.25	CO BLDGS-FLAG REPAIR
97073-APCA	06/26/00	TEXAS DEPARTMENT OF	\$100.00	\$100.00	SUP-PO#160824/LOTUS NOTES DESKTOP; MEDIA PACK
97074-APCA	06/26/00	TEXAS PROBATION ASSOC.	\$140.00	\$140.00	JUV PROB-REGISTRATION/R MITCHELL&M. WYLIE(2000 LEGIS CONF)
97075-APCA	06/26/00	TEXAS SIGNS & SUPPLY	\$267.84	\$267.84	911-WHITE VINYL REFLECTIVE TAPE
97076-APCA	06/26/00	THE GILMER MIRROR	\$324.75	\$240.00 \$79.50 \$5.25	CO. S-ACCT#245075/JOB PRINTING CO. S-LOCATOR CARDS CO. S-CLASSIFIED AD
97077-APCA	06/26/00	TJPC	\$50.00	\$50.00	JUV PROB-REGISTRATION/LORIE DAVIDSON(BOOT CAMP INSTRUCTOR)
97078-APCA	06/26/00	TYLER UNIFORM CO. INC.	\$78.95	\$78.95	CO. S-BOOT; BOOT ZIPPER
97079-APCA	06/26/00	U. S. FOODSERVICE-DALLAS	\$917.86	\$929.72 \$11.86ct	CO JAIL-CUST#420711/ASSORTED FOODS CO. JAIL-CUST#420711/SHORTED SALTINES
97080-APCA	06/26/00	UNDERWOOD INSURANCE AGENCY I	\$100.00	\$100.00	SUP-WS 001605743/RENEWAL OF ADULT PROB. DEPT. BOND
97081-APCA	06/26/00	UNIFRIST CORP	\$177.74	\$73.19 \$104.55	PCT#3-ACCT#174823/ENVIRONMENTAL CHGS-1/19-5/17/00 PCT#3-ACCT#174823/UNIFORM SERVICE
97082-APCA	06/26/00	UPSHUR COUNTY	\$200.00	\$200.00	SUP-3rd. GTR. COMPUTER SUPPORT
97083-APCA	06/26/00	UPSHUR COUNTY AMBULANCE SERV	\$1,500.00	\$500.00	CO JAIL-ACCT#29938/TRANSPORT JOHN HOSAK TO TYLER

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

30 Jun 2000

THE SOFTWARE GROUP, INC.

Approved Disbursements  
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97099-APCA	HC 06/27/00	FIRST NATIONAL BANK	\$248,615.64	\$248,615.64	CD#30738 PURCHASED @ 6.66% TO MATURE 07/27/00(30DAYS)

Total for APCA - Accounts Payable Clearing Account \$717,569.89

Grand Total \$717,569.89

165 records listed.

*Charles Still*  
COUNTY JUDGE, CHARLES STILL

*Gaddis Lindsey*  
COMMISSIONER PCT#1, GADDIS LINDSEY

*Tommy Stanley*  
COMMISSIONER PCT#2, TOMMY STANLEY

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON

*Russell Green*  
COMMISSIONER PCT#4, RUSSELL GREEN

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-27-00 Dept 613/Pct#3

Employee Bucky Lynn Goggin

Social Security No. \_\_\_\_\_ Emp ID# 1014

CHANGES(S)	FROM	TO
Grade Step	14, 20	
Rate	\$1825.00/mo	
Department		
Position		

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

Comments Reg. Sal. Employee  
found I.R.O.W. work crew  
6 mo introductory period.

Authorized by [Signature] Date 27 JUN 2000

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-27-00 Dept 614/Pet A 4  
 Employee Charley Clayton  
 Social Security No \_\_\_\_\_ Emp. ID# 1015

NOTED BY PERSON

X	CHANGES(S)	FROM	TO
	Grade Step	4.8	
	Rate	\$6.20/HR	
	Department		
	Position		

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

Comments Part-time position

Authorized by [Signature]  
 Approved by: \_\_\_\_\_ Date: 6-28-00

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-00 Dept. 565/G. Jail  
 Employee Wayde Davis  
 Social Security No. \_\_\_\_\_ Emp ID# 584

CHANGES(S)	FROM	TO
Grade Step		
Rate		
Department		
Position		

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

Comments Longevity 2 years \$8/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 6-28-00

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-00 Dept. 612/Pct#2  
 Employee William Nelson  
 Social Security No. \_\_\_\_\_ Emp ID# 671

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

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

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

Comments: Longevity 6 years \$24/month

Authorized by: Myra Harris  
 Approved by: \_\_\_\_\_ Date: 6-28-00

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-00 Dept 565/C. Jail  
 Employee Alice Hopkins  
 Social Security No. \_\_\_\_\_ Emp ID# 489

X	CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step		
<input checked="" type="checkbox"/>	Rate		
<input checked="" type="checkbox"/>	Department		
<input checked="" type="checkbox"/>	Position		

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

Comments Longevity 8 years \$ 32/month

Authorized by Myra Harris  
 Approved by \_\_\_\_\_ Date 6-28-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-00 Dept 560/C. Shuff  
 Employee Michael Davis  
 Social Security No. \_\_\_\_\_ Emp. ID# 738

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

REASON(S) FOR THE CHANGE(S)

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

Comments Longevity 5 years \$ 20/month

Authorized by Mary Harris  
 Approved by: \_\_\_\_\_ Date: 6-28-00

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-00 Dept. 450/D. Clark  
 Employee Jeena Henson  
 Social Security No \_\_\_\_\_ Emp ID# 780

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

## REASON(S) FOR THE CHANGE(S)

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

Comments:

Longevity 4 years \$16/month

Authorized by

Myra Harris

Approved by

Date

6-28-00

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-00 Dept. 497 / Co. J  
 Employee Linda Jewel  
 Social Security No \_\_\_\_\_ Emp. ID# 273

51  
 500pg  
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X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

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

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

Comments: Longevity 15 years Mar  
# 60 months

Authorized by Mary Harris  
 Approved by \_\_\_\_\_ Date: 6-28-00

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 6-1-00 Dept 612/Pct#2  
 Employee Donald Jeffery  
 Social Security No. \_\_\_\_\_ Emp ID# 334

X	CHANGES(S)	FROM	TO
VOL 56	Grade Step		
	Rate		
	Department		
	Position		

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

Comments Longevity 13 years \$52/month

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 6-28-00



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CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY..	DD	STATUS.
97150-PCA	06/30/00	06/30/00	TUEL, LINDA LOUISE	937.78	N	
97151-PCA	06/30/00	06/30/00	BEAVERS, PHYLLIS E.	1,104.11		
97152-PCA	06/30/00	06/30/00	GENTRY, PAULA A.	1,011.46		
97153-PCA	06/30/00	06/30/00	HALLMAN, CHRISTIE J.	1,383.68	N	
97154-PCA	06/30/00	06/30/00	HARRIS, JOANNA S.	941.92		
97155-PCA	06/30/00	06/30/00	HOWELL, LUANA GAIL	973.28		
97156-PCA	06/30/00	06/30/00	JENKINS, LATICIA ANN	990.71	N	
97157-PCA	06/30/00	06/30/00	LAMINACK, SHERRON H.	1,121.98		
97158-PCA	06/30/00	06/30/00	LANE, MARGARET J.	1,148.08		
97159-PCA	06/30/00	06/30/00	LEONARD, FONDA K.	1,015.07		
97160-PCA	06/30/00	06/30/00	MCKINLEY, CHARLOTTE ELAINE	1,089.68		
97161-PCA	06/30/00	06/30/00	PRICE, BARBARA A.	1,122.63		
97162-PCA	06/30/00	06/30/00	SMITH, MICHEAL LOYD	1,977.80	N	
97163-PCA	06/30/00	06/30/00	ADCOCK, BARBARA A.	1,025.33		
97164-PCA	06/30/00	06/30/00	OFFIELD, STELLA QINA	1,301.93		
97165-PCA	06/30/00	06/30/00	COOK, JOHN RUBIN	1,381.43	N	
97166-PCA	06/30/00	06/30/00	DANIELS, CHARLES D.	1,127.08	N	
97167-PCA	06/30/00	06/30/00	MEARS, CHARLES R.	1,075.03	N	
97168-PCA	06/30/00	06/30/00	ROEDER, RAYMOND R.	1,509.99	N	
97169-PCA	06/30/00	06/30/00	BULLOCK, JOEL K.	993.10		
97170-PCA	06/30/00	06/30/00	ROGERS, WILLIAM A.	1,107.62		
97171-PCA	06/30/00	06/30/00	CORLEY, ROLAN D.	1,195.19		
97172-PCA	06/30/00	06/30/00	KUZA, HENRY MICHAEL II	1,153.10	N	
97173-PCA	06/30/00	06/30/00	BEDWELL, ROXANNE	1,535.38		
97174-PCA	06/30/00	06/30/00	BENGE, RONALD DALE	1,635.93	N	
97175-PCA	06/30/00	06/30/00	BURRIS, RANDY DAVID	1,752.05	N	
97176-PCA	06/30/00	06/30/00	CROSS, RICHARD D	1,784.66	N	
97177-PCA	06/30/00	06/30/00	DAVIS, MICHAEL WAYNE	1,499.92		
97178-PCA	06/30/00	06/30/00	DECUIR, JAMES A.	1,499.95	N	
97179-PCA	06/30/00	06/30/00	DOWNES, GABRIEL R	1,527.17		
97180-PCA	06/30/00	06/30/00	FORTSON, LARRY WAYNE	1,498.93	N	
97181-PCA	06/30/00	06/30/00	JORDAN, MURRAY K.	1,893.80	N	
97182-PCA	06/30/00	06/30/00	MATTHEWS, GENEVA NELL	1,239.25		
97183-PCA	06/30/00	06/30/00	MOORE, JERRY A.	1,554.75	N	
97184-PCA	06/30/00	06/30/00	MURPHY, NADRA H.	1,563.94	N	
97185-PCA	06/30/00	06/30/00	ROBERTS, GARY DALE	1,381.43		
97186-PCA	06/30/00	06/30/00	SALOIS, GEORGE CARL	1,576.75	N	
97187-PCA	06/30/00	06/30/00	STEELMAN, PAUL A.	377.97		
97188-PCA	06/30/00	06/30/00	THOMPSON, NANCY K	1,117.79	N	
97189-PCA	06/30/00	06/30/00	TILLERY, HIRAM D	1,625.67		
97190-PCA	06/30/00	06/30/00	VENN, EMMETT C.	1,482.80		
97191-PCA	06/30/00	06/30/00	YOUNG, LELAND WAYNE	1,459.18	N	
97192-PCA	06/30/00	06/30/00	BEAN, ELIZABETH M.	1,353.90	N	
97193-PCA	06/30/00	06/30/00	BINGHAM, BRANDY L.	1,190.18		
97194-PCA	06/30/00	06/30/00	BULLOCK, JOEL K.	921.39		
97195-PCA	06/30/00	06/30/00	CREED, KELLI J.	1,461.47		
97196-PCA	06/30/00	06/30/00	CROMLEY, ROBERT ALLEN	1,697.30	N	

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CHECK.....	Check Date	PAYROLL DATE	Issued to.....	NET PAY..	DD	STATUS.
97244-PCA	06/30/00	06/30/00	WYLIE, MILTON J.	1,911.65	N	
97245-PCA	06/30/00	06/30/00	SMITH, NAORA CITA	1,154.73	N	
97246-PCA	06/30/00	06/30/00	BECK, EARNEST EARL	723.76	N	
97247-PCA	06/30/00	06/30/00	BORENS, JAMES E. SR.	1,066.00		
97248-PCA	06/30/00	06/30/00	DAVIS, CECIL W SR.	1,236.01	N	
97249-PCA	06/30/00	06/30/00	HUNTER, THOMAS H	946.09		
97250-PCA	06/30/00	06/30/00	JONES, ELLIS	936.60		
97251-PCA	06/30/00	06/30/00	LINDSEY, GADDIS M.	1,309.48	N	
97252-PCA	06/30/00	06/30/00	ROBERTSON, OSCAR	1,132.09	N	
97253-PCA	06/30/00	06/30/00	SMITH, EDDIE J.	1,332.96	N	
97254-PCA	06/30/00	06/30/00	STOKER, JAMES LOUIS	1,731.84	N	
97255-PCA	06/30/00	06/30/00	WILSON, JAMES R	1,229.29	N	
97256-PCA	06/30/00	06/30/00	BARNES, MICHAEL H.	1,140.79		
97257-PCA	06/30/00	06/30/00	CROCKETT, HARRY JAMES	898.54	N	
97258-PCA	06/30/00	06/30/00	FATHERREE, MERKEL FREDERICK	1,205.60	N	
97259-PCA	06/30/00	06/30/00	JEFFERY, DONALD RAY	1,030.93	N	
97260-PCA	06/30/00	06/30/00	JOHNSON, IVORY GENE	1,616.26	N	
97261-PCA	06/30/00	06/30/00	NELSON, WILLIAM B.	1,210.51		
97262-PCA	06/30/00	06/30/00	PENDARVIS, ABBOTT LYNN	1,565.99	N	
97263-PCA	06/30/00	06/30/00	STANLEY, TOMMY LEE	2,151.09	N	
97264-PCA	06/30/00	06/30/00	YOUNG, JOEY A	189.50	N	
97265-PCA	06/30/00	06/30/00	CAMPBELL, GLENN EDWARD	880.05	N	
97266-PCA	06/30/00	06/30/00	GLENN, BILLY E.	863.55	N	
97267-PCA	06/30/00	06/30/00	GLENN, GEORGE R.	533.07	N	
97268-PCA	06/30/00	06/30/00	GOZA, BUCKY L.	287.59		
97269-PCA	06/30/00	06/30/00	JACKSON, RICK D.	2,088.27		
97270-PCA	06/30/00	06/30/00	LATHAM, GARY D	1,166.20	N	
97271-PCA	06/30/00	06/30/00	MOORE, JOHN ETHAN	1,085.58		
97272-PCA	06/30/00	06/30/00	THOMPSON, DANNY R.	1,116.44		
97273-PCA	06/30/00	06/30/00	TIMMONS, GERALD WAYNE	1,737.09	N	
97274-PCA	06/30/00	06/30/00	ALBRIGHT, GAYLE DAVID	1,306.25		
97275-PCA	06/30/00	06/30/00	BLACKSTONE, WILLY PAT	1,300.66		
97276-PCA	06/30/00	06/30/00	BOLIN, SANFORD E.	1,372.90		
97277-PCA	06/30/00	06/30/00	CARTER, MARIO	686.12		
97278-PCA	06/30/00	06/30/00	CLAYTON, CHARLEY G	208.17		
97279-PCA	06/30/00	06/30/00	DAVIS, GARY W	1,332.10		
97280-PCA	06/30/00	06/30/00	DUKE, KENNETH R.	1,546.48		
97281-PCA	06/30/00	06/30/00	GREEN, RUSSELL N	2,029.54		
97282-PCA	06/30/00	06/30/00	HUBBARD, BOBBY JOE	831.15		
97283-PCA	06/30/00	06/30/00	HUGHES, ZACK	866.61	N	
97284-PCA	06/30/00	06/30/00	RITTER, DON L.	1,279.33		
97285-PCA	06/30/00	06/30/00	SETTLES, JACK W.	711.26		
97286-PCA	06/30/00	06/30/00	JOHNSON, GERALD DON	1,514.38	N	
97287-PCA	06/30/00	06/30/00	CRADDOCK, ROBERT	102.25		
97288-PCA	06/30/00	06/30/00	GILES, PEGGY J	912.48		
97289-PCA	06/30/00	06/30/00	HUGGINS, WENDY J.	317.95		
97290-PCA	06/30/00	06/30/00	LANGFORD, ASHLEY	212.38		

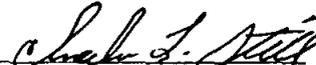
CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
97291-PCA	06/30/00	06/30/00	MORRISON, JOYCE FRANCES	1,781.38	N	
97292-PCA	06/30/00	06/30/00	NEWSOM, CHARLOTTE A	830.32		
97293-PCA	06/30/00	06/30/00	SMITH, EMMA JEAN	1,148.15	N	
97294-PCA	06/30/00	06/30/00	WILLIAMS, JANET C	1,247.48	N	
97295-PCA	06/30/00	06/30/00	ACKER, BRUCE E	548.79		
97296-PCA	06/30/00	06/30/00	CAMPBELL, MARY ROSE	1,292.33	N	
				250,478.31		
				230,478.31		

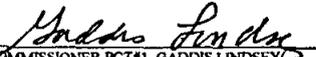
194 records listed

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VOL 510 PG 822

CHECK #...	CHECK DATE	VENDOR NAME. . . . .	AMOUNT.....
97299-APCA	06/30/00	UPSHUR COUNTY INSURANCE ACCOUNT	6,776.00
97300-APCA	06/30/00	DIVERSIFIED COLLECTION SERVICES INC.	102.00
97301-APCA	06/30/00	PEBSCO PAYROLL PROCESSING	4,488.28
97302-APCA	06/30/00	FIRST NATIONAL BANK GILMER	53,243.74
97303-APCA	06/30/00	FIRST NATIONAL BANK GILMER	34,036.60
97304-APCA	06/30/00	UPSHUR COUNTY IRC/125	2,164.00
97305-APCA	06/30/00	UPSHUR COUNTY IRC/125	612.15
97306-APCA	06/30/00	UPSHUR COUNTY IRC/125	184.30
97307-APCA	06/30/00	UPSHUR COUNTY IRC/125	471.99
97308-APCA	06/30/00	UPSHUR COUNTY IRC/125	387.55
97309-APCA	06/30/00	UPSHUR COUNTY IRC/125	788.11
97310-APCA	06/30/00	UPSHUR COUNTY IRC/125	9,076.31
97311-APCA	06/30/00	INTERNAL REVENUE SERVICE	1.93
97312-APCA	06/30/00	ATTORNEY GENERAL OF TEXAS	1,059.00
97313-APCA	06/30/00	AUSTIN BANK-GILMER	100.00
97314-APCA	06/30/00	EAST TEXAS PROFESSIONAL	2,406.00
97315-APCA	06/30/00	FIRST NATIONAL BANK	1,380.00
97316-APCA	06/30/00	GILMER NATIONAL BANK	305.00
97317-APCA	06/30/00	GILMER SAVINGS BANK	50.00
97318-APCA	06/30/00	UPSHUR COUNTY INSURANCE ACCOUNT	388.14
97319-APCA	06/30/00	RUBY COOPER DISTRICT CLERK	235.00
97320-APCA	06/30/00	OFFICE OF THE ATTY GENERAL	100.00
97321-APCA	06/30/00	KARMEN STEELMAN	660.26
97322-APCA	06/30/00	RUBY COOPER DISTRICT CLERK	210.00
97323-APCA	06/30/00	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	59,322.09
97324-APCA	06/30/00	MICHAEL GROSS	280.00
Total for All Payments -			178,830.45

  
COUNTY JUDGE, CHARLES STILL

  
COMMISSIONER PCT#1, GADDIS LINDSEY

  
COMMISSIONER PCT#2, TOMMY STANLEY

  
COMMISSIONER PCT#3, RICK JACKSON

  
COMMISSIONER PCT#4, RUSSELL GREEN, JR.



CHARLES L. STILL  
COUNTY JUDGE

P. O. BOX 790  
GILMER, TEXAS 75644

Dr. Larry Bennett  
Gilmer Independent School District  
P. O. Box 40  
Gilmer, TX 75644

Mr. Bill Darby  
Fire District No. 1  
P. O. Box 1432  
Gilmer, TX 75644

**Re: Notice of Creation of Reinvestment Zone and Intent to Execute Abatement.**

Gentlemen:

This is to inform you that the Commissioner's Court of Upshur, Texas, at its regularly scheduled meeting on June 30, 2000, adopted an Order to create the Gateway Power Project, L.P., Reinvestment Zone (Upshur County Reinvestment Zone No. 1) (the "Zone") for the purpose of granting tax abatement. Attached hereto is a copy of the Order creating and designating the Zone.

Also attached is a copy of an abatement agreement between Upshur County and Gateway Power Project, L.P. that has been approved by the Commissioner's Court and that we intend to execute following seven days from the date of this letter. This letter shall serve as the notice required by Texas Tax Code Section 312.2041 of our intent to enter into the agreement.

If you have any questions concerning this matter, please contact Charles L. Still, County Judge.

Sincerely

Charles L. Still, County Judge  
Upshur County, Texas

cc: Mr. Tom Smyser, City Manager  
P. O. Box 760  
Gilmer, TX 75644

Houston MC1263 8317 258392 v 1

**UPSHUR COUNTY, TEXAS**

**AN ORDER CREATING THE GATEWAY POWER PROJECT, L.P.  
REINVESTMENT ZONE (UPSHUR COUNTY REINVESTMENT ZONE NO. 1)  
FOR TAX ABATEMENT PURPOSES; MAKING VARIOUS FINDINGS  
AND PROVISIONS RELATED TO THE SUBJECT;  
AND PROVIDING FOR SEVERABILITY**

WHEREAS, the creation and retention of job opportunities in Upshur County is paramount to the County's continued economic development, and

WHEREAS, Gateway Power Project, L.P., ("Gateway"), a Delaware limited partnership, Gateway Power I, Inc., general partner, desires to invest in the construction of a facility within the proposed zone (as defined below) to be used as an electric power generation plant; and

WHEREAS, Gateway has requested tax abatement; and

WHEREAS, Gateway represents that upon the completion of the improvements to the property, the value of said property will increase; and

WHEREAS, Gateway represents that it will create a minimum of twenty (20) full-time jobs in the proposed zone (as defined below), on a permanent basis, beginning no later than one hundred twenty days following completion of the proposed improvements; and

WHEREAS, the Commissioners Court of Upshur County held a public hearing on June 30, on the designation of the proposed reinvestment zone to be known as "Gateway Power Project, L.P. Reinvestment Zone" (Upshur County Reinvestment Zone No. 1) (the "proposed zone"); and

WHEREAS, it is reasonably likely that the creation of the proposed zone will contribute to the retention or expansion of primary employment and will attract major investment in the proposed zone that will be a benefit to the property and that will contribute to the economic development of the County; and

WHEREAS, the improvements sought to be constructed and installed within the proposed zone are feasible and practicable and will be of benefit to the land to be included within the proposed zone and to the County; NOW, THEREFORE,

**BE IT ORDERED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:**

Section 1 The findings and recitals contained in the preamble of this Order are found to be true and correct and are adopted as part of this Order for all purposes.

Section 2. Upshur County hereby establishes and designates a reinvestment zone to be known as "Gateway Power Project, L.P. Reinvestment Zone" (Upshur County Reinvestment Zone No. 1) (referenced hereinafter as the "Zone") for the purpose of encouraging economic development

execute and deliver the Agreement and all related documents on behalf of Upshur County, subject to any changes deemed necessary by the County Judge and County Attorney, and to take all actions necessary to effectuate the County's intent and objectives in approving the Agreement in the event of changed circumstances. The County Clerk is hereby authorized to attest to all such signatures and to affix the seal of the County to all such documents. The County Attorney is hereby authorized to take all actions necessary to enforce all legal obligations under the Agreement without further authorization from Commissioners Court.

Section 3. The Commissioners Court hereby finds that the terms of the Agreement authorized by this Order meet the Upshur County Tax Abatement Guidelines and Criteria, and that this Agreement will result in no substantial potential adverse effect on the provision of County services or the tax base.

Section 4. The Commissioners Court officially finds, determines, recites and declares that the meeting of the Commissioners Court at which this Order was adopted was a regularly scheduled meeting of the Court.

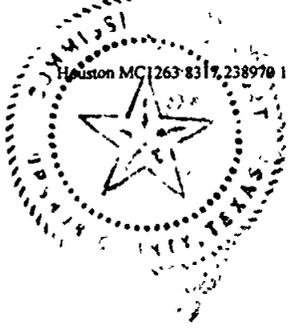
Section 5. The Commissioners Court officially finds, determines, recites, and declares that a sufficient written notice of the date, hour, place, and subject of this regular meeting of the Commissioners Court was posted at a place convenient to the public for the time required by law preceding this regular meeting, as required by the Open Meetings Law, Tex. Gov't Code Ann., ch. 551, and that this regular meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered, and formally acted upon. The Commissioners Court further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND ADOPTED THIS 30 day of June, 2000.

*Charles L. Still*  
Charles L. Still, County Judge  
Upshur County, Texas

ATTEST:

*Ray E. Brown*  
County Clerk



**UPSHUR COUNTY, TEXAS**

**AN ORDER APPROVING AND AUTHORIZING A TAX ABATEMENT AGREEMENT  
BETWEEN UPSHUR COUNTY, TEXAS AND GATEWAY POWER PROJECT, L.P.  
FOR CERTAIN PROPERTY LOCATED WITHIN  
THE GATEWAY POWER PROJECT, L. P. REINVESTMENT ZONE  
(UPSHUR COUNTY REINVESTMENT ZONE NO. 1); AND MAKING VARIOUS  
FINDINGS AND PROVISIONS RELATED TO THE SUBJECT**

WHEREAS, the creation and retention of job opportunities in Upshur County, Texas (the "County"), is paramount to the County's continued economic development; and

WHEREAS, in order to encourage the creation of job opportunities in the County, the Commissioners Court has designated and established the Gateway Power Project, L.P. Reinvestment Zone (Upshur County Reinvestment Zone No. 1) (the "Zone"); and

WHEREAS, Gateway Power Project, L.P. ("Gateway"), a Delaware limited partnership, Gateway Power I, Inc., general partner, desires to invest in the construction of a facility within the Zone to be used as an electric power generation plant; and

WHEREAS, Gateway has requested tax abatement; and

WHEREAS, Gateway represents that upon the completion of the improvements to the property, the value of said property will increase; and

WHEREAS, Gateway represents that it will create a minimum of twenty (20) full-time jobs in the Zone, on a permanent basis, beginning no later than one hundred twenty (120) days after completion of the proposed improvements, and

WHEREAS, the Commissioners Court has determined that the proposed improvements are feasible and practical and of benefit to the area within County; and

WHEREAS, the Commissioners Court has determined that the proposed improvements are eligible for tax abatement under the Upshur County Tax Abatement Guidelines and Criteria, as adopted June 26, 2000;

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Upshur County, Texas:

Section 1. The following findings and the findings and recitals contained in the preamble of this Order are found to be true and correct and are adopted as part of this Order for all purposes.

Section 2. The Commissioners Court hereby approves and authorizes a Tax Abatement Agreement to be entered into with Gateway in substantially the form which is attached hereto and incorporated herein by this reference (the "Agreement"). The County Judge is hereby authorized to

through commercial-industrial tax abatement. This designation shall be effective for five (5) years from the effective date of this Order.

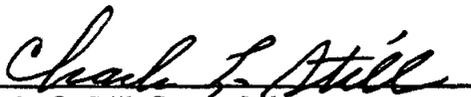
Section 3. The Zone encompasses the area described in Exhibit A.

Section 4. This Order shall serve as notice of the establishment of the Zone by the County to every taxing unit that includes inside its boundaries property that is located within the boundaries of the Zone, and the County Clerk is hereby directed to send certified copies of this Order to all such affected taxing units.

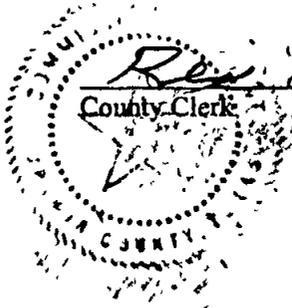
Section 5. Should any portion or part of this Order be held for any reason to be invalid and unenforceable, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect and to this end all provisions of this Order are hereby declared to be severable.

Section 6. The Commissioners Court officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place, and subject of this meeting of the Commissioners Court was posted at a place convenient to the public for the time required by law preceding this meeting, as required by law; and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter thereof has been discussed, considered, and formally acted upon. The Commissioners Court further ratifies, approves, and confirms such written notice and the contents and posting thereof.

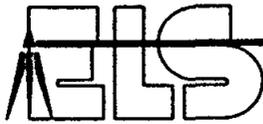
PASSED, APPROVED, AND ADOPTED THIS 30 day of June, 2000.

  
Charles L. Still, County Judge  
Upshur County, Texas

ATTEST:

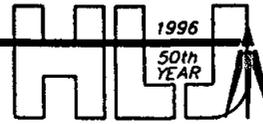
  
County Clerk  


Houston MC1263 8317 237776 1



E.L.S. SURVEYING & MAPPING, INC.  
4801 Troup Highway  
903-581-7759

Suite 201  
Fax 903-581-5279



HARRY L. JOHNSON & ASSOC.  
Tyler, Texas  
75703  
903-581-2631

**ATTACHMENT I**

Jackson Thomas Survey A-483  
Wm. B. Hicks Survey A-211  
David Renfro Survey A-434  
H B. Kelsey Survey A-268  
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**TRACT "A"**  
**FIELD NOTES FOR 299.420 ACRES OF LAND**

**BEING** 299.420 acres of land situated in the Jackson Thomas Survey A-483, the Wm. B. Hicks Survey A-211, the H. B. Kelsey Survey A-268 and the David Renfro Survey A-434, in Upshur County, Texas, being all of that certain called 222.37 acre tract from Mid-South Investment Company, Inc. to Harold E. Wright, et ux as described in volume 388, page 267 of the Deed Records of Upshur County, Texas, being that called 185 03 acre residue tract from Byron S Spencer, et ux to Harrold E. Wright, et ux as described in volume 373, page 322 of said Deed Records, being all of a called 0 106 acre tract as described in volume 198, page 397 of said Deed Records and being all of a called 9 91 acre Harold E Wright, et ux tract as described in volume 390, page 523 of said Deed Records, part of an approximate 0 384 acre tract from a called 93 8 acre tract as described in volume 172, page 330 of said Deed Records and being more fully described by metes and bounds as follows

**BEGINNING** at a T-Iron found in the North boundary line of said called 185 03 acre tract, same being the Northwest corner of a called 23 5 acre tract as subdivided from said 185 03 acre tract, being the Northerly Southeast corner of a called 78.006 acre tract as described in volume 244, page 849 of said Official Records and being in the West right-of-way line of U S Highway No 271 as described in volume 208, page 309 of said Deed Records;

**THENCE** in a Southeasterly direction with the West boundary line of above said 185 03 acre tract, the West boundary line of said 23.5 acre tract, the East boundary line of said 222 37 acre tract, the East boundary line of above said approximate 0.384 acre tract and the West right-of-way line of above said Highway as follows.

- South 16°14'32" East a distance of 1418 44 feet to a 1/2" iron rod set,
- South 16°10'58" East a distance of 1229 22 feet to a 1/2" iron rod set,
- South 16°16'50" East a distance of 534 40 feet to a fence break;
- South 30°19'01" East a distance of 103 08 feet to a 1/2" iron rod set,
- South 16°16'50" East a distance of 405 96 feet to a point from which a fence corner bears N 37°33'35" W - 1 38 feet for the most Northerly Southeast corner of said 222 37, being the Northeast corner of a called 5 0 acre tract as described in volume 465, page 259 of said Deed Records,

**EXHIBIT A**

Jackson Thomas Survey A-483  
 Wm. B. Hicks Survey A-211  
 David Renfro Survey A-434  
 H. B. Kelsey Survey A-268  
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THENCE South 74°27'21" West along a South boundary line of said 222.37 acre tract and the North boundary line of said 5.0 acre tract a distance of 465.56 feet to a fence corner for an "L" corner of said 222.37 acre tract, same being the Northwest corner of said 5.0 acre tract;

THENCE South 15°56'37" East along an East boundary line of said 222.37 acre tract and the West boundary line of said 5.0 acre tract a distance of 466.70 feet to a fence corner for an "L" corner of said 222.37 acre tract, same being the Southwest corner of said 5.0 acre tract;

THENCE North 74°27'11" East along a North boundary line of said 222.37 acre tract and the South boundary line of said 5.0 acre tract a distance of 466.36 feet to a fence corner for a Northeast corner of said 222.37 acre tract, same being the Southeast corner of said 5.0 acre tract and in the West right-of-way line of above said Highway;

THENCE in a Southerly direction with an East boundary line of said 222.37 acre tract and the West right-of-way line of above said Highway as follows:

S 16°43'17" E a distance of 28.23 feet to a 1/2" iron rod set;

S 24°55'57" E a distance of 100.50 feet to a 1/2" iron rod set;

S 16°42'57" E a distance of 100.50 feet to a 1/2" iron rod set for a Southeast corner of said 222.37 acre tract, same being the Northeast corner of a called 1.241 acre Gateway Power Project, L.P. tract as described in volume 353, Page 154 of said Official Records,

THENCE South 67°0'59" West along a South boundary line of said 222.37 acre tract, the North boundary line of said 1.241 acre tract and the North boundary line of a called 10.574 acre tract as described in volume 65, page 954 of said Deed Records a distance of 826.91 feet to a bolt found for an "L" corner of said 222.37 acre tract, same being the Northwest corner of said 10.574 acre tract,

THENCE in a Southerly direction with the East boundary line of said 222.37 acre tract, with the West boundary line of said 10.574 acre tract, the West boundary line of a called 6.65 acre tract as described in volume 191, page 221 of said Official Records, the West boundary line of a called 13.31 acre tract as described in volume 478, page 511 of said Official Records, the West boundary line of another called 13.31 acre tract as described in volume 478, page 526 of said Official Records, the West boundary line of a called 20 acre tract as described in volume 464, page 95 of said Deed Records and the West boundary line of a called 5.39 acre tract as described in volume 377, page 318 of said Deed Records as follows:

South 00°57'12" East a distance of 557.08 feet to a concrete monument;

South 01°09'09" East a distance of 779.50 feet to a 3/8" iron rod found;

South 01°06'43" East a distance of 452.09 feet to a 3/8" iron rod found;

South 01°20'20" East a distance of 947.42 feet to a 1" iron pipe found;

South 01°15'53" East a distance of 322.62 feet to a fence corner for an "L" corner of said 222.37 acre tract, and being the Southwest corner of said called 5.39 acre tract;

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**THENCE** North 88°57'02" East along a North boundary line of said 222.37 acre tract, the South boundary line of said 5.39 acre tract and the South boundary line of another called 5.39 acre tract as described in volume 377, page 315 a distance of 1002.66 feet to a bolt found for the most Southerly Northeast corner of said 222.37 acre tract, same being in the South boundary line of said second 5.39 acre tract and being the Northwest corner of Crawford Addition as recorded in Plat Book 4, page 617 of said Plat Records;

**THENCE** in a Southerly direction with the East boundary line of said 222.37 acre tract, with the East boundary line of a called 9.91 acre tract as described in volume 390, page 523 of said Deed Records and with the West boundary line of said Crawford Addition as follows:

South 05°29'48" East a distance of 200.18 feet to a bolt found,

South 2°40'46" East a distance of 271.07 feet to a 1" iron pipe found for the Southeast corner of said 9.91 acre tract, being the Northeast corner of a called 108.91 acre tract as described in volume 430, page 470 of said Deed Records and being in the West boundary line of said Crawford Addition,

**THENCE** South 88°14'42" West along a South boundary line of said 9.91 acre tract and the North boundary line of said 108.91 acre tract a distance of 1524.34 feet to a flat bar found for the Southwest corner of said 9.91 acre tract, same being the Northwest corner of said 108.91 acre tract and in the East right-of-way line of the St. Louis & Southwestern Railroad as described in volume 56, page 628 of said Deed Records;

**THENCE** in a Northwesterly direction with the West boundary line of said 9.91 acre tract, with the West boundary line of said 222.37 acre tract and with the East right-of-way line of said Railroad as follows:

North 26°33'20" West a distance of 94.50 feet;  
North 28°2'08" West a distance of 83.59 feet,  
North 28°20'25" West a distance of 121.50 feet;  
North 28°18'14" West a distance of 136.62 feet,  
North 28°46'08" West a distance of 68.98 feet,  
North 29°4'34" West a distance of 94.09 feet;  
North 27°49'51" West a distance of 110.12 feet,  
North 28°59'57" West a distance of 167.02 feet,  
North 28°26'01" West a distance of 93.10 feet,  
North 28°50'42" West a distance of 148.76 feet,  
North 27°59'15" West a distance of 78.48 feet,  
North 27°56'20" West a distance of 95.90 feet,  
North 25°17'22" West a distance of 96.03 feet;  
North 21°34'31" West a distance of 90.78 feet;  
North 17°34'25" West a distance of 94.32 feet,  
North 13°11'48" West a distance of 104.12 feet,  
North 10°21'53" West a distance of 98.60 feet,  
North 7°13'38" West a distance of 106.25 feet,

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North 6°32'09" West a distance of 122.65 feet;  
 North 6°41'09" West a distance of 109.34 feet,  
 North 6°42'38" West a distance of 100.70 feet,  
 North 6°52'27" West a distance of 117.02 feet;  
 North 7°39'54" West a distance of 94.73 feet;  
 North 10°4'31" West a distance of 115.02 feet;  
 North 15°39'06" West a distance of 100.87 feet;  
 North 18°31'08" West a distance of 104.60 feet;  
 North 21°36'50" West a distance of 96.38 feet;  
 North 20°58'00" West a distance of 13.74 feet;  
 North 25°35'00" West a distance of 100.00 feet;  
 North 29°33'00" West a distance of 100.00 feet;  
 North 33°58'00" West a distance of 100.00 feet;  
 North 36°43'00" West a distance of 900.00 feet;  
 North 33°55'00" West a distance of 100.00 feet,  
 North 28°59'00" West a distance of 100.00 feet;  
 North 24°3'00" West a distance of 30.66 feet;  
 North 23°56'16" West a distance of 69.34 feet;  
 North 18°11'16" West a distance of 100.00 feet,  
 North 15°21'16" West a distance of 100.00 feet,  
 North 11°28'16" West a distance of 100.00 feet;  
 North 8°21'16" West a distance of 100.00 feet;  
 North 5°16'16" West a distance of 1200.00 feet to a T-Stake found for the Westerly Northwest corner of said 222.37 acre tract, being the Southwest corner of above said 78.006 acre tract and in the East Right-of-Way line of said Railroad,

THENCE North 88°39'54" East along a North boundary line of said 222.37 acre tract and a South boundary line of said 78.006 acre tract a distance of 901.21 feet to a 1/2" iron rod set in the North boundary line of said 222.37 acre tract, being the Southeast corner of said 78.006 acre tract and being the Southwest corner of above said 185.03 acre tract ;

THENCE North 14°12'35" West along a West boundary line of above said 185.03 acre tract and an East boundary line of said 78.006 acre tract a distance of 1066.19 feet to a fence corner for an "L" corner of said 78.006 acre tract and being a Northwest corner of said 185.03 acre tract ;

THENCE in an Easterly direction with a North boundary line of said 185.03 acre tract and a South boundary line of 78.006 acre tract as follows:

North 65°31'19" East a distance of 130.99 feet to a T-post found;  
 North 88°50'01" East a distance of 329.39 feet to a T-post found;  
 North 81°57'11" East a distance of 417.19 feet to a T-iron found for an "L" corner of said 185.03 acre tract and being a Southeast corner of said 78.006 acre tract;

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THENCE North 13°59'07" West along a West boundary line of above said 185.03 acre tract and an East boundary line of said 78.006 acre tract a distance of 1350.70 feet to a 1/2" iron rod set for the Northerly Northwest corner of said 185.03 acre tract and being an "L" corner of said 78.006 acre tract;

THENCE North 81°35'12" East with the Northerly South boundary line of said 78.006 acre tract and the most Northerly North boundary line of said 185.03 acre tract a distance of 748 55 feet back to the place of beginning and containing 299 420 acres of land.

**TRACT "B"**  
**FIELD NOTES FOR 39.926 ACRES OF LAND**

BEING 39.926 acres of land situated in the Jackson Thomas Survey A-483 and the H. B. Kelsey Survey A-268, in Upshur County, Texas, being all of that certain called 40.90 acre tract from Mid-South Investment Company, Inc. to Harold E. Wright, et ux as described in volume 388, page 267 of the Deed Records of Upshur County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a 1/2" capped iron pipe found for the Southwest corner of said called 40 90 acre tract and being an "L" corner of a called 158 acre tract as described in volume 313, page 13 of said Official Records;

THENCE in a Northerly direction with the West boundary line of above said 40.90 acre tract, the East boundary line of said 158 acre tract and the East boundary line of a called 145 5 acre tract described in volume 313, page 13 of said Official Records as follows:

North 00°13'53" East a distance of 881.61 feet to a 1/2" iron rod found,

North 00°42'50" West a distance of 708 11 feet to a fence break;

North 08°36'13" East a distance of 349 61 feet to a fence break,

North 07°24'50" East a distance of 410.75 feet to a 1/2" iron rod set for the most Northerly corner of said 40 90 acre tract, being in the East boundary line of said 145 5 acre tract and in the West right-of-way line of the St. Louis & Southwestern Railroad as described in volume 56, page 628 of said Deed Records,

THENCE in a Southerly direction with the East boundary line of above said 40 90 acre tract and the West right-of-way line of said Railroad as follows:

South 24°3'00" East a distance of 34 97 feet,

South 28°59'00" East a distance of 108 62 feet,

South 33°55'00" East a distance of 106 75 feet,

South 36°43'00" East a distance of 900 04 feet;

South 33°58'00" East a distance of 93.74 feet,

South 29°33'00" East a distance of 92 68 feet;

South 25°35'00" East a distance of 92 51 feet,

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 Wm. B Hicks Survey A-211  
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South 20°58'00" East a distance of 9 71 feet;  
 South 21°36'50" East a distance of 93 68 feet;  
 South 18°31'08" East a distance of 99.39 feet;  
 South 15°39'06" East a distance of 93.50 feet;  
 South 10°4'31" East a distance of 108.05 feet;  
 South 7°39'54" East a distance of 91.94 feet,  
 South 6°52'27" East a distance of 116 19 feet;  
 South 6°42'38" East a distance of 100 53 feet;  
 South 6°41'09" East a distance of 109.19 feet;  
 South 6°32'09" East a distance of 123 12 feet;  
 South 7°13'38" East a distance of 109.59 feet;  
 South 10°34'34" East a distance of 100 74 feet to a fence corner for the Southeast corner of said 40 90 acre tract, being the East Northeast corner of a called 50 acre tract as described in volume 403, page 465 of said Deed Records and in the West right-of-way line of said Railroad;

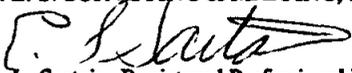
THENCE in a Westerly direction with the South boundary line of above said 40.90 acre tract, the North boundary line of above said 50 acre tract, the North boundary line of a called 47 acre tract as described in volume 403, page 462 of said Deed Records and a North boundary line of above said 158 acre tract as follows:

South 88°26'23" West a distance of 994.25 feet to a capped iron pipe found;  
 South 87°33'01" West a distance of 119.44 feet back to the place of beginning containing 39.926 acres of land

Note. A plat accompanies these fieldnotes.

The bearings recited herein are based on grid bearings run from GPS control monuments set. This description was prepared from a survey made on the ground under my supervision in June and July 1999. The signature on the original field notes is in Red Ink. Any copy of these not bearing a signature in Red Ink will be considered altered and are therefore null and void.

E. L. S. SURVEYING & MAPPING, INC.

  
 E. L. Sartain, Registered Professional Land Surveyor  
 State of Texas No. 1978



**TAX ABATEMENT AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

WHEREAS, on June 30, 2000, the Commissioners Court (the "Commissioners Court") of Upshur County, Texas (the "County") issued an order designating the Gateway Power Project, L.P. Reinvestment Zone (Upshur County Reinvestment Zone No. 1) (the "Zone") under the provisions of Chapter 312, V.T.C.A., Tax Code; and

WHEREAS, Gateway Power Project, L.P. ("Gateway"), a Delaware limited partnership, Gateway Power I, Inc., general partner, has an option to purchase the land constituting the Zone and proposes to construct an electric power generation plant on such site; and

WHEREAS, on June 30, 2000, the Commissioners Court issued an order (the "Order") authorizing the County to enter into an agreement (the "Agreement") with Gateway, as owner of the proposed electric power generation plant, for the abatement of ad valorem taxes pursuant to Section 312 402, V.T.C.A., Tax Code; and

WHEREAS, it is reasonably likely that this Agreement will contribute to the retention, expansion and creation of primary employment and will attract major investment in the Zone that would be a benefit to property within the Zone and would contribute to the economic development of the County; and

WHEREAS, the Commissioners Court finds that the terms of this Agreement meet the applicable requirements of the Guidelines and Criteria for Tax Abatement in Upshur County, adopted by the Commissioners Court pursuant to a resolution dated June 26, 2000 (the "Tax Abatement Guidelines"); and

WHEREAS, the Commissioners Court has determined that the proposed improvements, as described in this Agreement that are to be constructed by Gateway, meet the requirements for eligibility for tax abatement under V.T.C.A., Tax Code, Chapter 312, the Order and the Tax Abatement Guidelines, and are practical and of benefit to the area within the Zone and to the County; and

WHEREAS, this Agreement shall become effective upon Gateway's purchase of the land constituting the Zone;

NOW, THEREFORE, the parties hereto, for and in consideration of the premises and mutual promises stated herein, agree as follows:

Section 1. The real property improvements and related items of fixed tangible personal property, which are described in Section 2 hereof, shall be

those placed on or affixed to the land constituting the Zone described by metes and bounds in Attachment I attached hereto and made a part hereof for all purposes (such land being hereinafter referred to as the "Premises").

Section 2.

The proposed improvements include an electric power generation plant consisting of the components described in Attachment II hereto, together with all necessary buildings, auxiliary equipment and infrastructure facilities and appurtenances and related items of tangible personal property other than inventory or supplies (including standby components for all of the foregoing items) reasonably necessary to allow the facility to operate for its intended purpose (hereinafter referred to collectively as the "Improvements"). Gateway may revise the plans and specifications for the Improvements prior to and during construction, provided that the Improvements as finally constructed will be of substantially the same character as described herein and in Attachment II. The approximate cost of the Improvements is budgeted to be in excess of two hundred million dollars (\$200,000,000); this budget is based on present engineering estimates, which are subject to revision as engineering and construction work proceeds. Consistent with the general purpose of encouraging economic development or redevelopment of the Zone, the Premises and Improvements shall be used as an electric power generation plant.

Gateway agrees to begin construction of the Improvements within two (2) years of the execution of this Agreement and to place the Improvements into service no later than December 31, 2004. Gateway further agrees to create a minimum of twenty (20) full time jobs in the Zone, on a permanent basis, beginning no later than one hundred twenty (120) days after the Improvements are completed and placed into service.

Section 3.

For purposes of this Agreement:

- (a) the "Abated Property" means the Improvements described in Sections 1 and 2 hereof and Attachment II and situated on the Premises,
- (b) the "Effective Date of Abatement" means January 1, 2003; and
- (c) the "Abatement Period" means that period commencing on the first day of the Effective Date of Abatement and ending six (6) years thereafter.

**Section 4.**

Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the County, the appraised value for property tax purposes of the Abated Property (to the extent the appraised value of the Abated Property for each year exceeds its value as of January 1, 2000) shall be abated and exempted from taxation for a period of six (6) years beginning with the first day of the Effective Date of Abatement, according to the following schedule:

<b>Year</b>	<b>Abatement Percentage</b>
2003	100%
2004	100%
2005	100%
2006	75%
2007	50%
2008	25%

As a result, said abatement shall eliminate or reduce the taxes that otherwise would be assessed upon that portion of the appraised value of the Abated Property that for each year of abatement exceeds its value as of January 1, 2000. The abatement granted hereby shall extend for a period of six (6) years beginning with the first day of the Effective Date of Abatement, and shall apply to all Improvements constructed or placed on the Premises after the date of execution of this Agreement.

**Section 5.**

Employees of the County shall have access to the Premises for inspection to ensure that the Improvements are made according to the conditions of this Agreement and that the Improvements are of substantially the same character as described in Section 2 hereof and Attachment II (subject to the right of Gateway to revise the plans and specifications for the Improvements prior to and during construction). All inspections will be made only after giving Gateway at least twenty-four (24) hours advance notice, and will be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the project. All inspections will be made with one or more representatives of Gateway and in accordance with Gateway's safety standards.

**Section 6.**

- (a) Gateway shall certify to the Commissioners Court annually during the Abatement Period that it is in compliance with each applicable term of this Agreement.

- (b) During the Abatement Period, the County may declare a default hereunder by Gateway only if (i) Gateway allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, (ii) Gateway fails to comply with any of the terms of this Agreement, or (iii) any representation made by Gateway in this Agreement is false or misleading in any material respect. Notwithstanding anything to the contrary contained herein, the County may not declare a default if any failure to comply with any of the terms of the Agreement, failure to timely pay or protest ad valorem taxes, or incorrect or misleading representation is due to fire, explosion, or other casualty, accident or natural disaster or shut-down of the Improvements caused by the actions of a third-party unrelated to Gateway.
- (c) Should the County determine Gateway to be in default of this Agreement, the County shall give notice of such default to Gateway, and if such default is not cured within one hundred twenty (120) days from the date such notice is sent to Gateway (the "Cure Period"), then this Agreement may be terminated; provided, however, that in the case of a default that, for causes beyond Gateway's reasonable control, cannot with reasonable due diligence be cured within such one hundred twenty-day period, the Cure Period shall be deemed extended if Gateway (i) shall immediately, upon the receipt of such notice, advise the County of Gateway's intention to institute all steps necessary to cure such default; and (ii) shall institute and thereafter prosecute to completion with reasonable dispatch all steps necessary to cure same.
- (d) In the event of termination due to Gateway's failure to begin construction of the Improvements within two (2) years after the execution of this Agreement and/or failure to complete construction and place the Improvements into service on or before December 31, 2004, all taxes previously abated by virtue of this Agreement may be recaptured. Any notice of termination sent by the County shall contain a bill for the total amount of taxes due in the event of any recapture. Subject to its appeal rights set forth in Section 8, below, Gateway agrees to pay the total amount of any recaptured taxes within one hundred twenty (120) days after receipt of the notice of termination containing such bill. Penalty and interest will not begin to accrue until Gateway has failed to pay any of the amount due within one hundred twenty (120) days after receipt of the bill.

- (e) In the event of termination caused by any default other than a default described in paragraph (d) above, taxes abated prior to the year of termination shall not be recaptured. In such event, taxes for the calendar year during which termination occurs shall be paid to the County prior to the delinquency date for such year; provided, however, that in no event shall Gateway be required to pay such taxes within less than one hundred twenty (120) days of the termination.
- (f) In the event that any Improvements are damaged or destroyed, regardless of the cause of such destruction or damage, Gateway shall have no obligation to rebuild or restore such Improvements.

**Section 7.**

For purposes of this Agreement, the value of the Premises and the Improvements situated on the Premises shall be the same as the value of such property as determined annually by the Chief Appraiser of the Upshur County Appraisal District, subject to the appeal procedures set forth in the Texas Property Tax Code (V.T.C.A., Tax Code).

**Section 8.**

If the County terminates this Agreement upon an event of default as defined in Section 6 hereof, it shall provide Gateway written notice of such termination. If Gateway believes that such termination was improper, Gateway may file suit in the Upshur County District Court(s) appealing such termination within one hundred twenty (120) days after receipt from the County of written notice of the termination. If such an appeal suit is filed, Gateway shall remit to the County, within one hundred twenty (120) days after receipt of an appropriate tax bill, any current-year taxes or recaptured taxes as may be due and payable pursuant to Section 6 of this Agreement during the pendency of the litigation. If the final determination of the appeal decreases Gateway's tax liability, the County shall refund to Gateway the difference between the amount of tax paid and the amount of tax for which Gateway is liable pursuant to section 42.43, V.T.C.A., Tax Code.

**Section 9.**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Gateway at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Gateway:

Mr. Daniel King  
Constellation Power, Inc.  
111 Market Place, Suite 200  
Baltimore, MD 21202

with a copy to:

Constellation Power, Inc.  
111 Market Place, Suite 200  
Baltimore, MD 21202  
Attention: General Counsel

To the County:

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

with a copy to:

County Clerk  
Upshur County  
P. O. Box 790  
Gilmer, TX 75644

Any party may designate a different address by giving the other parties ten days' written notice. Gateway shall provide the County written notice of the name(s) and address(es) of any lender(s) required to receive notices pursuant to this Agreement.

Section 10.

This Agreement is freely transferable by Gateway to subsequent owners or lessees of the Premises, provided the assignee executes an agreement with the County pursuant to which the assignee assumes all terms and obligations of this Agreement.

Section 11.

All provisions of this Agreement shall be executed in compliance with the Order. A copy of the Order is attached hereto as Attachment III and incorporated herein by reference for all purposes

Section 12.

The County warrants to the best of its knowledge that the Premises do not include any property that is owned by a member of the Commissioners Court or any board, commission or other

governmental body approving, or having responsibility for the approval of this Agreement.

Section 13.

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, and such invalidity or unenforceability does not destroy the basis of the bargain between the parties, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 14.

This Agreement is a binding agreement between the parties hereto. The terms and conditions of this Agreement are binding upon and inure to the benefit of the successors and assigns of all parties hereto.

Section 15.

In performing its obligations hereunder, Gateway is acting independently, and the County assumes no responsibilities or liabilities in connection therewith to third parties. Gateway further agrees to hold the County harmless and to indemnify and defend the County from any claims, losses, damages, injuries, suits or judgments arising from any third party claims made against the County, which result from Gateway's operations conducted on the Premises.

Section 16.

This Agreement was authorized by the Order adopted by the Commissioners Court of Upshur County, Texas, at a meeting open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Texas Open Meetings Act, V.T.C.A , Government Code, Chapter 551. The Order authorizes the County Judge to execute this Agreement on behalf of the County. This Agreement is performable in Upshur County, Texas, and venue over any action to enforce any of the provisions hereof shall lie exclusively in Upshur County, Texas. The laws of the State of Texas shall apply in all respects to interpretation of this Agreement.

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Section 17.

This Agreement has been executed by the parties in multiple originals, each having full force and effect.

EXECUTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

UPSHUR COUNTY, TEXAS

\_\_\_\_\_  
Charles L. Still, County Judge

ATTEST:

\_\_\_\_\_  
County Clerk

(SEAL)

**GATEWAY POWER PROJECT, L.P.  
A Delaware Limited Partnership**

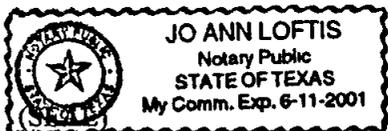
**By: Gateway Power I, Inc., General Partner**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

This instrument was acknowledged before me on the 30 day of June  
2000, by Charles L. Still as County Judge and Rev. A. Shaw as County Clerk.



\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed or Typed Name  
My commission expires: \_\_\_\_\_

THE STATE OF \_\_\_\_\_ §

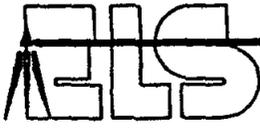
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
2000, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

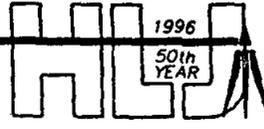
(SEAL)

\_\_\_\_\_  
Notary Public Printed or Typed Name  
My commission expires: \_\_\_\_\_



E.L.S. SURVEYING & MAPPING, INC.  
4801 Troup Highway  
903-581-7759

Suite 201  
Fax 903-581-5279



HARRY L. JOHNSON & ASSOC.  
Tyler, Texas  
75703  
903-581-2631

**ATTACHMENT I**

Jackson Thomas Survey A-483  
Wm B. Hicks Survey A-211  
David Renfro Survey A-434  
H. B. Kelsey Survey A-268  
Upshur County, Texas  
993915 930/1  
July 22, 1999 Rev. 7-26-99  
Rev 1-10-99, Rev 6-09-00  
Page 1 of 6

**TRACT "A"**  
**FIELD NOTES FOR 299.420 ACRES OF LAND**

BEING 299 420 acres of land situated in the Jackson Thomas Survey A-483, the Wm. B Hicks Survey A-211, the H. B. Kelsey Survey A-268 and the David Renfro Survey A-434, in Upshur County, Texas, being all of that certain called 222.37 acre tract from Mid-South Investment Company, Inc. to Harold E. Wright, et ux as described in volume 388, page 267 of the Deed Records of Upshur County, Texas, being that called 185 03 acre residue tract from Byron S Spencer, et ux to Harrold E. Wright, et ux as described in volume 373, page 322 of said Deed Records, being all of a called 0.106 acre tract as described in volume 198, page 397 of said Deed Records and being all of a called 9 91 acre Harold E Wright, et ux tract as described in volume 390, page 523 of said Deed Records, part of an approximate 0.384 acre tract from a called 93 8 acre tract as described in volume 172, page 330 of said Deed Records and being more fully described by metes and bounds as follows

**BEGINNING** at a T-Iron found in the North boundary line of said called 185.03 acre tract, same being the Northwest corner of a called 23 5 acre tract as subdivided from said 185 03 acre tract, being the Northerly Southeast corner of a called 78 006 acre tract as described in volume 244, page 849 of said Official Records and being in the West right-of-way line of U. S. Highway No 271 as described in volume 208, page 309 of said Deed Records,

**THENCE** in a Southeasterly direction with the West boundary line of above said 185 03 acre tract, the West boundary line of said 23 5 acre tract, the East boundary line of said 222 37 acre tract, the East boundary line of above said approximate 0.384 acre tract and the West right-of-way line of above said Highway as follows:

South 16°14'32" East a distance of 1418 44 feet to a 1/2" iron rod set,  
South 16°10'58" East a distance of 1229 22 feet to a 1/2" iron rod set,  
South 16°16'50" East a distance of 534.40 feet to a fence break,  
South 30°19'01" East a distance of 103.08 feet to a 1/2" iron rod set,  
South 16°16'50" East a distance of 405 96 feet to a point from which a fence corner bears N 37°33'35" W - 1 38 feet for the most Northerly Southeast corner of said 222 37, being the Northeast corner of a called 5.0 acre tract as described in volume 465, page 259 of said Deed Records,

Jackson Thomas Survey A-483  
 Wm. B. Hicks Survey A-211  
 David Renfro Survey A-434  
 H. B. Kelsey Survey A-268  
 Upshur County, Texas  
 993915 930/1  
 July 22, 1999 Rev 7-26-99  
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 Page 2 of 6

**THENCE** South 74°27'21" West along a South boundary line of said 222.37 acre tract and the North boundary line of said 5.0 acre tract a distance of 465.56 feet to a fence corner for an "L" corner of said 222.37 acre tract, same being the Northwest corner of said 5.0 acre tract;

**THENCE** South 15°56'37" East along an East boundary line of said 222.37 acre tract and the West boundary line of said 5.0 acre tract a distance of 466.70 feet to a fence corner for an "L" corner of said 222.37 acre tract, same being the Southwest corner of said 5.0 acre tract;

**THENCE** North 74°27'11" East along a North boundary line of said 222.37 acre tract and the South boundary line of said 5.0 acre tract a distance of 466.36 feet to a fence corner for a Northeast corner of said 222.37 acre tract, same being the Southeast corner of said 5.0 acre tract and in the West right-of-way line of above said Highway;

**THENCE** in a Southerly direction with an East boundary line of said 222.37 acre tract and the West right-of-way line of above said Highway as follows:

S 16°43'17" E a distance of 28.23 feet to a 1/2" iron rod set;  
 S 24°55'57" E a distance of 100.50 feet to a 1/2" iron rod set;  
 S 16°42'57" E a distance of 100.50 feet to a 1/2" iron rod set for a Southeast corner of said 222.37 acre tract, same being the Northeast corner of a called 1.241 acre Gateway Power Project, L.P. tract as described in volume 353, Page 154 of said Official Records;

**THENCE** South 67°0'59" West along a South boundary line of said 222.37 acre tract, the North boundary line of said 1.241 acre tract and the North boundary line of a called 10.574 acre tract as described in volume 65, page 954 of said Deed Records a distance of 826.91 feet to a bolt found for an "L" corner of said 222.37 acre tract, same being the Northwest corner of said 10.574 acre tract;

**THENCE** in a Southerly direction with the East boundary line of said 222.37 acre tract, with the West boundary line of said 10.574 acre tract, the West boundary line of a called 6.65 acre tract as described in volume 191, page 221 of said Official Records, the West boundary line of a called 13.31 acre tract as described in volume 478, page 511 of said Official Records, the West boundary line of another called 13.31 acre tract as described in volume 478, page 526 of said Official Records, the West boundary line of a called 20 acre tract as described in volume 464, page 95 of said Deed Records and the West boundary line of a called 5.39 acre tract as described in volume 377, page 318 of said Deed Records as follows:

South 00°57'12" East a distance of 557.08 feet to a concrete monument;  
 South 01°09'09" East a distance of 779.50 feet to a 3/8" iron rod found;  
 South 01°06'43" East a distance of 452.09 feet to a 3/8" iron rod found;  
 South 01°20'20" East a distance of 947.42 feet to a 1" iron pipe found;  
 South 01°15'53" East a distance of 322.62 feet to a fence corner for an "L" corner of said 222.37 acre tract, and being the Southwest corner of said called 5.39 acre tract;

Jackson Thomas Survey A-483  
Wm. B Hicks Survey A-211  
David Renfro Survey A-434  
H. B. Kelsey Survey A-268  
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Page 3 of 6

**THENCE** North 88°57'02" East along a North boundary line of said 222.37 acre tract, the South boundary line of said 5.39 acre tract and the South boundary line of another called 5.39 acre tract as described in volume 377, page 315 a distance of 1002.66 feet to a bolt found for the most Southerly Northeast corner of said 222.37 acre tract, same being in the South boundary line of said second 5.39 acre tract and being the Northwest corner of Crawford Addition as recorded in Plat Book 4, page 617 of said Plat Records,

**THENCE** in a Southerly direction with the East boundary line of said 222.37 acre tract, with the East boundary line of a called 9.91 acre tract as described in volume 390, page 523 of said Deed Records and with the West boundary line of said Crawford Addition as follows:

South 05°29'48" East a distance of 200.18 feet to a bolt found;  
South 2°40'46" East a distance of 271.07 feet to a 1" iron pipe found for the Southeast corner of said 9.91 acre tract, being the Northeast corner of a called 108.91 acre tract as described in volume 430, page 470 of said Deed Records and being in the West boundary line of said Crawford Addition;

**THENCE** South 88°14'42" West along a South boundary line of said 9.91 acre tract and the North boundary line of said 108.91 acre tract a distance of 1524.34 feet to a flat bar found for the Southwest corner of said 9.91 acre tract, same being the Northwest corner of said 108.91 acre tract and in the East right-of-way line of the St Louis & Southwestern Railroad as described in volume 56, page 628 of said Deed Records,

**THENCE** in a Northwesterly direction with the West boundary line of said 9.91 acre tract, with the West boundary line of said 222.37 acre tract and with the East right-of-way line of said Railroad as follows:

North 26°33'20" West a distance of 94.50 feet,  
North 28°2'08" West a distance of 83.59 feet,  
North 28°20'25" West a distance of 121.50 feet;  
North 28°18'14" West a distance of 136.62 feet,  
North 28°46'08" West a distance of 68.98 feet;  
North 29°4'34" West a distance of 94.09 feet,  
North 27°49'51" West a distance of 110.12 feet;  
North 28°59'57" West a distance of 167.02 feet;  
North 28°26'01" West a distance of 93.10 feet,  
North 28°50'42" West a distance of 148.76 feet,  
North 27°59'15" West a distance of 78.48 feet,  
North 27°56'20" West a distance of 95.90 feet,  
North 25°17'22" West a distance of 96.03 feet,  
North 21°34'31" West a distance of 90.78 feet;  
North 17°34'25" West a distance of 94.32 feet,  
North 13°11'48" West a distance of 104.12 feet,  
North 10°21'53" West a distance of 98.60 feet,  
North 7°13'38" West a distance of 106.25 feet;

**ATTACHMENT II**

- ◆ Administrative Building/Control Room
  - Gas Turbine(s) and Generator(s)
  - Steam Turbine(s) and Generator(s)
  - Heat Recovery Steam Generator(s)
  - Cooling Tower(s)
  - Water Storage Tank(s)
  - Natural Gas Fuel Delivery System
  - Meter Station and Piping
  - Foundations
  - Ancillary Equipment
  
- ◆ All necessary buildings, auxiliary equipment and infrastructure facilities and appurtenances and related items of fixed tangible personal property (including standby components for all of the foregoing items) reasonably necessary to allow the facility to operate for its intended purpose.



Jackson Thomas Survey A-483  
 Wm. B Hicks Survey A-211  
 David Renfro Survey A-434  
 H. B. Kelsey Survey A-268  
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 Rev. 1-10-99, Rev. 6-09-00  
 Page 6 of 6

South 20°58'00" East a distance of 9 71 feet,  
 South 21°36'50" East a distance of 93 68 feet;  
 South 18°31'08" East a distance of 99 39 feet;  
 South 15°39'06" East a distance of 93 50 feet;  
 South 10°4'31" East a distance of 108 05 feet,  
 South 7°39'54" East a distance of 91.94 feet,  
 South 6°52'27" East a distance of 116.19 feet;  
 South 6°42'38" East a distance of 100 53 feet,  
 South 6°41'09" East a distance of 109.19 feet;  
 South 6°32'09" East a distance of 123.12 feet;  
 South 7°13'38" East a distance of 109.59 feet;  
 South 10°34'34" East a distance of 100 74 feet to a fence corner for the Southeast corner of said 40.90 acre tract, being the East Northeast corner of a called 50 acre tract as described in volume 403, page 465 of said Deed Records and in the West right-of-way line of said Railroad;

THENCE in a Westerly direction with the South boundary line of above said 40.90 acre tract, the North boundary line of above said 50 acre tract, the North boundary line of a called 47 acre tract as described in volume 403, page 462 of said Deed Records and a North boundary line of above said 158 acre tract as follows:

South 88°26'23" West a distance of 994.25 feet to a capped iron pipe found;  
 South 87°33'01" West a distance of 119.44 feet back to the place of beginning containing 39.926 acres of land.

Note: A plat accompanies these fieldnotes.

The bearings recited herein are based on grid bearings run from GPS control monuments set. This description was prepared from a survey made on the ground under my supervision in June and July 1999. The signature on the original field notes is in Red Ink. Any copy of these not bearing a signature in Red Ink will be considered altered and are therefore null and void.

E. L. S. SURVEYING & MAPPING, INC.



E. L. Sartain, Registered Professional Land Surveyor  
 State of Texas No. 1978

Jackson Thomas Survey A-483  
Wm. B. Hicks Survey A-211  
David Renfro Survey A-434  
H. B. Kelsey Survey A-268  
Upshur County, Texas  
993915 930/1  
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Page 5 of 6

**THENCE** North 13°59'07" West along a West boundary line of above said 185.03 acre tract and an East boundary line of said 78.006 acre tract a distance of 1350.70 feet to a 1/2" iron rod set for the Northerly Northwest corner of said 185.03 acre tract and being an "L" corner of said 78.006 acre tract;

**THENCE** North 81°35'12" East with the Northerly South boundary line of said 78.006 acre tract and the most Northerly North boundary line of said 185 03 acre tract a distance of 748 55 feet back to the place of beginning and containing 299.420 acres of land.

**TRACT "B"**  
**FIELD NOTES FOR 39.926 ACRES OF LAND**

**BEING** 39 926 acres of land situated in the Jackson Thomas Survey A-483 and the H. B. Kelsey Survey A-268, in Upshur County, Texas, being all of that certain called 40 90 acre tract from Mid-South Investment Company, Inc. to Harold E. Wright, et ux as described in volume 388, page 267 of the Deed Records of Upshur County, Texas, and being more fully described by metes and bounds as follows:

**BEGINNING** at a 1/2" capped iron pipe found for the Southwest corner of said called 40.90 acre tract and being an "L" corner of a called 158 acre tract as described in volume 313, page 13 of said Official Records,

**THENCE** in a Northerly direction with the West boundary line of above said 40.90 acre tract, the East boundary line of said 158 acre tract and the East boundary line of a called 145.5 acre tract described in volume 313, page 13 of said Official Records as follows

North 00°13'53" East a distance of 881.61 feet to a 1/2" iron rod found;  
North 00°42'50" West a distance of 708 11 feet to a fence break;  
North 08°36'13" East a distance of 349 61 feet to a fence break,  
North 07°24'50" East a distance of 410 75 feet to a 1/2" iron rod set for the most Northerly corner of said 40 90 acre tract, being in the East boundary line of said 145 5 acre tract and in the West right-of-way line of the St. Louis & Southwestern Railroad as described in volume 56, page 628 of said Deed Records,

**THENCE** in a Southerly direction with the East boundary line of above said 40 90 acre tract and the West right-of-way line of said Railroad as follows:

South 24°3'00" East a distance of 34 97 feet;  
South 28°59'00" East a distance of 108.62 feet,  
South 33°55'00" East a distance of 106.75 feet,  
South 36°43'00" East a distance of 900 04 feet,  
South 33°58'00" East a distance of 93 74 feet;  
South 29°33'00" East a distance of 92 68 feet,  
South 25°35'00" East a distance of 92 51 feet,

Jackson Thomas Survey A-483  
Wm. B. Hicks Survey A-211  
David Renfro Survey A-434  
H. B. Kelsey Survey A-268  
Upshur County, Texas  
993915 930/1  
July 22, 1999 Rev 7-26-99  
Rev. 1-10-99, Rev. 6-09-00  
Page 4 of 6

North 6°32'09" West a distance of 122.65 feet;  
North 6°41'09" West a distance of 109.34 feet;  
North 6°42'38" West a distance of 100.70 feet;  
North 6°52'27" West a distance of 117.02 feet,  
North 7°39'54" West a distance of 94.73 feet,  
North 10°4'31" West a distance of 115.02 feet,  
North 15°39'06" West a distance of 100.87 feet;  
North 18°31'08" West a distance of 104.60 feet,  
North 21°36'50" West a distance of 96.38 feet;  
North 20°58'00" West a distance of 13.74 feet,  
North 25°35'00" West a distance of 100.00 feet;  
North 29°33'00" West a distance of 100.00 feet;  
North 33°58'00" West a distance of 100.00 feet;  
North 36°43'00" West a distance of 900.00 feet;  
North 33°55'00" West a distance of 100.00 feet;  
North 28°59'00" West a distance of 100.00 feet;  
North 24°3'00" West a distance of 30.66 feet,  
North 23°56'16" West a distance of 69.34 feet;  
North 18°11'16" West a distance of 100.00 feet;  
North 15°21'16" West a distance of 100.00 feet;  
North 11°28'16" West a distance of 100.00 feet;  
North 8°21'16" West a distance of 100.00 feet;  
North 5°16'16" West a distance of 1200.00 feet to a T-Stake found for the Westerly Northwest

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corner of said 222.37 acre tract, being the Southwest corner of above said 78.006 acre tract and in the East Right-of-Way line of said Railroad;

THENCE North 88°39'54" East along a North boundary line of said 222.37 acre tract and a South boundary line of said 78.006 acre tract a distance of 901.21 feet to a 1/2" iron rod set in the North boundary line of said 222.37 acre tract, being the Southeast corner of said 78.006 acre tract and being the Southwest corner of above said 185.03 acre tract ;

THENCE North 14°12'35" West along a West boundary line of above said 185.03 acre tract and an East boundary line of said 78.006 acre tract a distance of 1066.19 feet to a fence corner for an "L" corner of said 78.006 acre tract and being a Northwest corner of said 185.03 acre tract ;

THENCE in an Easterly direction with a North boundary line of said 185.03 acre tract and a South boundary line of 78.006 acre tract as follows:

North 65°31'19" East a distance of 130.99 feet to a T-post found,

North 88°50'01" East a distance of 329.39 feet to a T-post found;

North 81°57'11" East a distance of 417.19 feet to a T-iron found for an "L" corner of said 185.03 acre tract and being a Southeast corner of said 78.006 acre tract;

#7

Item 3146

ACP Summary

ACP (TY C) (Surface) (PG 64-22) (min. SURF ACCE. cl. f

Location	Area sq	In	Rate #/sq	ACP TON
Main Lanes	12144.00	1 1/2"	165	1002.00
Totals	12144.00			1002.00
Tack Coat			0.05	607.00

Note: ACP must meet state Specs. (1993)

Public Notice

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 00 JUN 30 AM 10:38  
 WASHINGTON COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

# McKinnon Construction Co., Inc.

EXCAVATING & ASPHALT PAVING CONTRACTORS

123 McKINNON DRIVE

PHONE 903-984-2312

KILGORE, TEXAS 75662

*Bid on asphalt work for Jaguar Road*

*Furnish labor, equipment and materials to install asphalt as per attached specifications. Any other road preparation would be at an agreed hourly rate.*

*Install 1,002 Tons at 59.00 - 59,118*

*Install 607 gals. at 2.50 - 1517.50*

*\* Add 1819.00 if performance + payment bond required.*

*Dale McKinnon*

FILED  
JUL 30 11 10:38  
COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

# Proposal

Page No. of Pages

## NOR-TEX PAVING & CONSTRUCTION, INC.

57 County Road 1336  
PITTSBURG, TEXAS 75686  
(903) 856-3110

PROPOSAL SUBMITTED TO <i>Upsher County Commissioners</i>		PHONE	DATE <i>6-23-00</i>
STREET <i>Court</i>		JOB NAME	
CITY, STATE and ZIP CODE <i>Gilmer, TX.</i>		JOB LOCATION <i>Harmony Job</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for

*Applying Tack Oil on 95040 Sq. Ft. on prepared base  
19008<sup>00</sup>*

*To Lay approximately 95040 Sq. Ft. of Type D  
Hot Asphalt @ 85¢ Per Sq. Ft. 80784<sup>00</sup>*

*Nor-Tex Paving & Construction Inc. will furnish all  
man power, equipment & material to complete work.*

*1 year warranty applies on material & workmanship.*

*Nor-Tex Paving & Construction appreciates the opportunity  
to bid on this job.*

*I thank you  
Mike Taylor*

FILED  
JUN 30 11:03:38  
PITTSBURG, TX.

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:  
*To be paid in Full upon Completion of Job* dollars \$ *99792<sup>00</sup>*

Payment to be made as follows

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Mike Taylor*

Note: This proposal may be withdrawn by us if not accepted within *30* days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

UPSHUR COUNTY COBRA INSURANCE

EFFECTIVE 06/01/00 THE EMPLOYEE COSTS FOR INSURANCE INCREASED. THE RATES FOR EMPLOYEE INSURANCE COSTS WERE APPROVED IN UPSHUR COUNTY COMMISSIONER'S COURT ON 06/30/00. THE COBRA PREMIUM ON TERMINATED EMPLOYEES NEEDS TO BE INCREASED TO REFLECT THESE CHANGES. COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT) WAS ENACTED 04/07/86 (PUBLIC LAW 990272, TITLE X) TO ALLOW A TERMINATED EMPLOYEE AND HIS/HER DEPENDENTS A TEMPORARY EXTENSION OF THE SAME HEALTH COVERAGE HE/SHE HAD AS AN EMPLOYEE. THERE IS A 2% ADMINISTRATIVE FEE ADDED TO THE COBRA RATE.

NEW RATES:

EMPLOYEE	\$379.04 + \$7.58(2%)	= \$386.62
EMPLOYEE W/FAMILY	\$379.04 + \$129.38 + \$10.17(2%)	= \$518.59
EMPLOYEE W/SPOUSE	\$379.04 + \$102.71 + \$ 9.64(2%)	= \$491.39
EMPLOYEE W/CHILDREN	\$379.04 + \$ 64.26 + \$ 8.87(2%)	= \$452.17
EMPLOYEE W/CHILD	\$379.04 + \$ 60.26 + \$ 8.79(2%)	= \$448.09

RATES WHEN EMPLOYEE DOES NOT CHOOSE COVERAGE; BUT THE DEPENDENTS DO:

1ST INSURED \$379.04 + \$7.58(2%) = \$386.62  
(WHEN EMPLOYEE NOT COVERED, THIS CAN BE SPOUSE OR CHILD)

FAMILY \$379.04 + \$ 64.26 + \$8.87(2%) = \$452.17  
(1ST INSURED[SPOUSE] PLUS CHILDREN ONLY)

CHILDREN ONLY \$379.04 + \$ 64.26 + \$8.87(2%) = \$452.17  
(1ST INSURED PLUS OTHER CHILDREN)

CHILDREN (2) \$379.04 + \$ 60.26 + \$8.79(2%) = \$448.09  
(1ST INSURED PLUS OTHER CHILD)

APPROVED IN COMMISSIONERS' COURT THIS 30TH DAY OF JUNE, 2000.

Charles Still  
CHARLES STILL, COUNTY JUDGE

Gaddis Lindsey  
GADDIS LINDSEY, COMMISSIONER PCT#1

Tommy Stanley  
TOMMY STANLEY, COMMISSIONER PCT#2

Ricky Jackson  
RICK JACKSON, COMMISSIONER PCT#3

Russell Green  
RUSSELL GREEN, COMMISSIONER PCT#4

RE FILED  
COU  
JUN 30 AM 9:30  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Lindsay Haggins, 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)

FM 1995 turn on heman approx 2 miles

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

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

Lindsay Haggins  
First Party Signature

[Signature]  
County Judge

RT 4 Box 1027  
Street or Box

Andis Lindsey  
Commissioner # 1

Jefferson 75657  
City, State and Zip Code

[Signature]  
Commissioner # 2

903-665-6960  
Telephone

[Signature]  
Commissioner # 3

[Signature]  
Timber Tract

[Signature]  
Commissioner # 4

6-26-00  
Date Signed

[Signature]  
Date Signed

FILED  
NEXT SUNDAY  
COURT CLERK  
00 JUN 30 11:10:38  
UPSHUR COUNTY TX.  
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS 0  
COUNTY OF UPSHUR 0

KNOW ALL MEN BY THESE PRESENTS

The undersigned Dean Hunter, 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)

Highway 49 turn on road approx 1 mile

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

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

Dean Hunter  
First Party Signature

[Signature]  
County Judge

PO Box 610  
Street or Box

Gudde Fuler  
Commissioner # 1

Quincy 75644  
City, State and Zip Code

Tommy Staley  
Commissioner # 2

843-2457  
Telephone

[Signature]  
Commissioner # 3

Dean  
Timber Tract

Russell Bond  
Commissioner # 4

6-26-00  
Date Signed

[Blank]  
Date Signed

00 JUN 30 1:10:38  
FILED  
CLERK OF COUNTY  
CLERK OF COUNTY  
CLERK OF COUNTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

**SPECIAL ROAD USE AGREEMENT CONTRACT**

THE STATE OF TEXAS 0

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR 0

The undersigned Dean Hunter, 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)

Hwy 271 to Gay Ave. turn on Phillip Springs  
 approx 1 mile

2.

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

3.

First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing

logs from its lands located in Precinct No. 1, Upshur County.

4.

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

5.

First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Dean Hunter  
First Party Signature

Ch  
County Judge

P.O. Box 610  
Street or Box

Gaddis Lindsey  
Commissioner # 1

Q. Over 75644  
City, State and Zip Code

Tommy Stanley  
Commissioner # 2

843-2457  
Telephone

[Signature]  
Commissioner # 3

Carters  
Timber Tract

[Signature]  
Commissioner # 4

6-26-00  
Date Signed

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

FILED  
REX A. STAMM  
COUNTY CLERK  
00 JUN 30 AM 10:38  
UPSHUR COUNTY, TX.  
DEPUTY

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS 0

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR 0

The undersigned Dean Hunter, 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)

Highway 271 turn on Eagle off 1 mile

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

3.  
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County

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

5  
First Party agrees to POST SURETY BOND in the amount of \$ \_\_\_\_\_ to Upshur County Commissioner's Court to insure performance of agreement.

6.  
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Dean Hunter  
First Party Signature

Ch  
County Judge

P.O. Box 610  
Street or Box

Gaddis Lindsay  
Commissioner # 1

Q. Owen 75644  
City, State and Zip Code

Jimmy Stanley  
Commissioner # 2

843-2457  
Telephone

[Signature]  
Commissioner # 3

Headrick  
Timber Tract

[Signature]  
Commissioner # 4

6-26-00  
Date Signed

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

FILED  
REV. A. SPAN  
CITY CLERK  
00 JUN 30 AM 10:38  
UPSHUR COUNTY TEX.

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 3 DATE 6-27-00

Formal notice is hereby given that Steve Dussey whose principal address is P.O. Box 1324 Gilmer does hereby propose to place a culvert within the ROW of County Road Locust.

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 27 day of June, 2000.

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

NAME: [Signature]

PHONE: 759-3405

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated June 27, 2000, 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.
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.

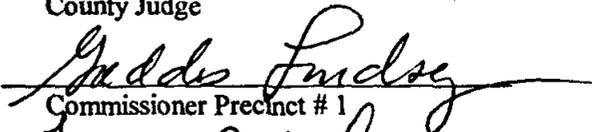
[Signature]

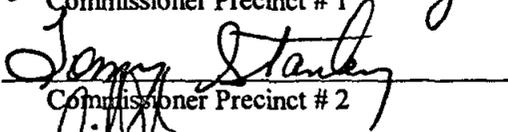
FILED  
REX SHAW  
COUNTY CLERK  
JUN 27 2000  
BY [Signature]

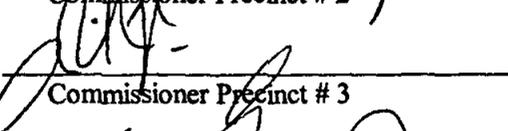
4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment for 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 50psi 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 casings 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 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 tunneling, the Commissioner 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.

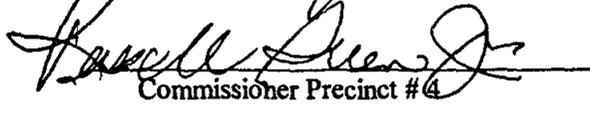
APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

  
\_\_\_\_\_  
County Judge

  
\_\_\_\_\_  
Commissioner Precinct # 1

  
\_\_\_\_\_  
Commissioner Precinct # 2

  
\_\_\_\_\_  
Commissioner Precinct # 3

  
\_\_\_\_\_  
Commissioner Precinct # 4

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 4 DATE 6-28-00

Formal notice is hereby given that Jerry Richardson whose principal address is 1615 East J. Owen does hereby propose to place a culvert within the ROW of County Road Quorumwood.

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 28 day of June, 2000.

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

NAME: Jerry Richardson  
PHONE: 843-3903

FILED  
REX A. SMITH  
COUNTY CLERK  
00 JUN 30 AM 10:38  
UPS. R. COUNTY TX.  
BY \_\_\_\_\_ DEPUTY

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated June 28, 2000, 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.
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.

*[Handwritten signature]*

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 for 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 50psi 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 casings 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 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 be permit will be of a nature or composition that said line can be located with the sue 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 or boring or tunneling, the Commissioner 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 \_\_\_\_\_, 2000.

*cl*

County Judge

*Archie Lindsey*  
Commissioner Precinct # 1

*Tommy Stanley*  
Commissioner Precinct # 2

*[Signature]*  
Commissioner Precinct # 3

*Russell Brandon*  
Commissioner Precinct # 4

VOL 56 PG 265

**ATTENDANCE SIGN-IN SHEET**  
**LOCATION: UPSHUR COUNTY COURTHOUSE**  
**DATE: 6-30-2000**

1. Mallory Caldwell	1. Vinson & Elkins, Constellations
2. Gina Matz	2. Constellation
3. Marc Overton	3. MURKIN
4. Pam Long	4. Gilmer
5. Carm Anderson	5. Congreco News-Journal
6. Bill Bacon	6. County
7. D. Lynn Harris	7. Hillman
8. Peggy Liles	8. Melrose
9. Mike Fitzhugh	9. PROFESSIONAL LAND TITLE
10. Bonnie Norman	10. Big Sandy
11.	11.
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25.	25.

FILED  
 REV A SIGN  
 CLERK  
 JUN 30 11:30  
 DEPUTY