

UPSHUR COUNTY COMMISSIONERS COURT

10-23-2000

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT EXCEPT JUDGE CHARLES STILL.

1. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO APPROVE MINUTES OF PREVIOUS MEETING DATED 10-9-2000. MOTION CARRIED.

2. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON APPROVE BUDGET AMENDMENTS. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

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

BILLS PREVIOUSLY APPROVED ON 10-9-2000 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

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

LEANDA KELLAR-COUNTY COURT-DUE TO PROMOTION  
PAMELA LONG-COUNTY AUDITOR-DUE TO OTHER  
DEANNA DRENNAN-DISTRICT COURT-DUE TO OTHER  
WANDA HUTCHINS-AUDITORS OFFICE-DUE TO OTHER  
RALPH WAYNE ALLEN-JUVENILE PROBATION-INTRODUCTORY PERIOD ENDED  
MARGARET LANE-TAX OFFICE -DUE TO OTHER  
ELIZABETH BEAN-COUNTY JAIL-DUE TO LONGEVITY INCREASE  
JANET WILLIAMS-LIBRARY-DUE TO LONGEVITY INCREASE  
LARRY FORTSON-COUNTY SHERIFF-DUE TO LONGEVITY INCREASE  
BILLY JOE WILLIAMS-COUNTY JAIL-DUE TO LONGEVITY INCREASE  
LUANNA HOWELL-TAX OFFICE-DUE TO LONGEVITY INCREASE  
DALE TILLERY-COUNTY SHERIFF-DUE TO LONGEVITY INCREASE  
GLENN CAMPBELL-PRECINCT 3-DUE TO LONGEVITY INCREASE  
WYONE MANES-J.P. #1-DUE TO LONGEVITY INCREASE  
DONNA WHITESIDE-J.P. #4-DUE TO LONGEVITY INCREASE  
MIRANDA WELCH-J.P. #3-DUE TO LONGEVITY INCREASE  
PEGGY LAGRONE-COMMISSIONERS COURT-DUE TO LONGEVITY INCREASE

MOTION CARRIED ON ALL THE PAYROLL CHANGES. ALL PAYROLL CHANGE REPORTS ATTACHED.

5. NO ACTION TAKEN ON AGENDA ITEM CONCERNING FINANCIAL STATEMENTS.

7. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO BUILD A NEW BUILDING AND MOVE OFFICE OF JUSTICE OF THE PEACE PRECINCT #3 TO GLADEWATER. MOTION CARRIED.

8. MOTION BY GADDIS LINDSEY SECONDED BY RUSSELL GREEN TO ACCEPT CONTRACT(WITH ADULT PROBATION CROSSED OUT) BETWEEN UPSHUR COUNTY AND ARNOLD, WALKER, ARNOLD & COMPANY. MOTION CARRIED. CONTRACT ATTACHED.

10. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO ADD \$300.00 TO THE JUSTICE OF THE PEACE, PRECINCT #4 TO BE USED FOR DRUG TESTING. MOTION CARRIED.

9. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO ACCEPT FOR RECORDING, THE SIGNED LEASE BETWEEN ARNOLD GRIMES AND UPSHUR COUNTY. THIS WAS PREVIOUSLY APPROVED ON AUGUST 28, 2000. MOTION CARRIED. SIGNED AGREEMENT ATTACHED.

11. MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO TABLE ANY ACTION ON AGENDA ITEM CONCERNING REQUEST FROM CONSTABLE OF PRECINCT #4, MIKE KUZA, FOR A COUNTY OWNED VEHICLE. THIS WILL BE BROUGHT BACK ON AGENDA FOR NEXT COMMISSIONERS COURT MEETING. MOTION CARRIED.

12. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON APPROVE AND ISSUE ORDER TO CHANGE VOTING LOCATION OF PRECINCT #7 FROM PINE ACRES COMMUNITY CENTER TO THE FIRST ASSEMBLY OF GOD CHURCH LOCATED ON NORTH HIGHWAY 271, GILMER AND TO CHANGE VOTING LOCATION OF PRECINCT #14 MOVE FROM THE AMERICAN LEGION HALL TO THE CALVARY BAPTIST CHURCH GLADEWATER, WEST HIGHWAY 80. MOTION CARRIED, REQUEST SUBMITTED BY COUNTY CLERK ATTACHED.

13. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON ACCEPT FOR RECORDING PURPOSES ONLY, THE TAX ABATEMENT AGREEMENT BETWEEN GATEWAY POWER AND UPSHUR COUNTY. MOTION CARRIED. TAX ABATEMENT AGREEMENT ATTACHED.

14. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PERMIT APPLICATION AND SPECIAL ROAD USE AGREEMENTS:

PERMIT APPLICATION SUBMITTED BY SULPHUR RIVER GATHERING L.P. TO

PLACE A GAS LINE IN ROW OF WISTERIA.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PATRICK LOGGING TO HAUL LOGS ON GOAT.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LLOYD ROBERTSON TO HAUL LOGS ON WILLOW OAK.

MOTION CARRIED ON ALL THE ABOVE APPLICATIONS. COPY OF ALL THE ABOVE PERMITS ATTACHED.

6. THE FOLLOWING SEALED BIDS WERE SUBMITTED FOR USED EQUIPMENT FOR PRECINCT #4:

NAME OF BIDDER	ITEM BID ON	AMOUNT OF BID
CHARLES M. PRICE	300 GAL. GAS TANK	\$25.00
CHARLES M PRICE	OVERHEAD STAND	\$15.00
CHARLEY G. CLAYTON	5 H.P. AIR COMPRESSOR	\$53.00

MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ACCEPT ALL BIDS SUBMITTED FOR USED EQUIPMENT FOR PRECINCT #4. MOTION CARRIED. ALL BIDS SUBMITTED ATTACHED.

MOTION BY RUSSELL GREEN SECONDED BY GADDIS LINDSEY TO TABLE BID SUBMITTED BY DARR EQUIPMENT ON BUY BACK FOR MOTORGRADER MOTION CARRIED. NO BID SUBMITTED TO COUNTY CLERK.

MOTION BY RICK JACKSON SECONDED BY GADDIS LINDSEY TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JUDGE CHARLES STILL

Gaddis Lindsey  
COMMISSIONER PCT. 1 GADDIS LINDSEY

Tommy Stanley  
COMMISSIONER PCT. 2 TOMMY STANLEY

RJ  
COMMISSIONER PCT. 3 RICK JACKSON

Russell Green  
COMMISSIONER PCT. 4 RUSSELL GREEN

We hereby amend the Upshur County budget for the fiscal year 2000 as set forth above according to the procedures outlined under Vernons Texas Codes Annotated Local Government Code, Chapter 111, Subchapter A Section 111.010.

The 2000 Upshur County budget is hereby so amended and we find and declare that a grave emergency and public necessity exists to meet unusual and unforeseen conditions which could not, by reasonably diligent thought and attention, have been included in the original 2000 budget as adopted.

A copy of this Order is to be filed with the County Clerk and attached to the budget originally adopted for 2000.

Signed on this 23<sup>rd</sup> day of October, 2000.

County Judge

Gaddis Lindsay  
Commissioner Precinct #1

Tommy Starks  
Commissioner Precinct #2

[Signature]  
Commissioner Precinct #3

[Signature]  
Commissioner Precinct #4

Passed and approved by the Commissioners Court of Upshur County on the 23<sup>rd</sup> day of October, 2000 as the same appears on file in the office of the County Clerk of Upshur County.

FILED  
REX A STACY  
COUNTY CLERK  
00 OCT 23 AM 11:53  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



UPSHUR COUNTY  
BUDGET AMENDMENTS  
FY 2000

The following budget amendments were approved on this the 23<sup>rd</sup> day of  
October, 2000.

Charles Still, County Judge

Gaddis Lindsey  
Gaddis Lindsey, Comm. Pct. 0

Tommy Stanley  
Tommy Stanley, Comm. Pct. 2

Rick Jackson  
Rick Jackson, Comm. Pct. 3

Russell Green  
Russell Green, Comm. Pct. 4

FILED  
REX A. SHER  
COUNTY CLERK  
00 OCT 23 AM 11:53  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

Page 1  
FROM

September 30, 2000

Year-end line item transfers

TO

FROM		TO	
<b>Tax Assessor</b>		<b>County Clerk</b>	
10-499-3030	Stationery, forms	\$ 1,588.28	10-403-4440 Micro-film expense \$ 2,927.31
10-499-3080	Postage	\$ 2,537.68	10-403-4445 Records Indexing \$ 3,463.68
10-499-5400	Office Mach & Equip	\$ 2,265.03	\$ 6,390.99
		\$ 6,390.99	
<b>Non-Departmental</b>		<b>Non-Departmental</b>	
10-409-2400	Workers Comp	\$ 0.69	10-409-3380 Other Operating \$ 35.55
10-409-3090	Post Office Rental	\$ 12.00	10-409-4140 Delinquent Tax Atty \$ 8,919.05
10-409-4200	Property & Gen Liab	\$ 461.20	10-409-4600 Asso & Org Dues \$ 600.00
10-409-4410	Service Agreements	\$ 180.64	\$ 9,554.60
10-409-4955	Contingency	\$ 202.19	
<b>Tax Assessor</b>			
10-499-3080	Postage	\$ 8,697.88	
		\$ 9,554.60	
<b>9-1-1 Mapping</b>		<b>Telecommunications</b>	
10-509-3500	Signs & Posts	\$ 199.95	10-410-4330 Local Telephone Serv \$ 199.95
<b>115th District Court</b>		<b>115th District Court</b>	
10-435-4145	Transcripts	\$ 3,678.92	10-435-4110 Ct Appt Att Criminal \$ 3,729.73
10-435-5450	Furniture & Fixtures	\$ 1,500.00	10-435-4120 Ct Appt Att Civil \$ 1,449.19
		\$ 5,178.92	\$ 5,178.92
<b>District Clerk</b>		<b>District Clerk</b>	
10-450-3030	Stationery, Forms	\$ 37.91	10-450-3010 General Office Supply \$ 37.91
<b>Justice Of the Peace #1</b>		<b>Justice Of the Peace #1</b>	
10-451-3080	Postage	\$ 140.20	10-451-3030 General Office \$ 83.23
			10-451-3030 Printed Stationery \$ 56.97
			\$ 140.20
<b>Justice of the Peace #2</b>		<b>Justice of the Peace #2</b>	
10-452-5400	Office machines	\$ 202.08	10-452-3030 Stationery, etc \$ 202.08
<b>County Auditor</b>		<b>District Attorney</b>	
10-495-5400	Office machines	\$ 396.55	10-476-3200 Gasoline \$ 44.39
			10-476-4502 Education Expense \$ 352.16
			\$ 396.55
<b>Child Protective</b>		<b>County Buildings</b>	
10-640-4630	Allocations to Org	\$ 2,145.97	10-510-4300 Electrcity \$ 1,883.61
			10-510-4310 Water, Sewer, etc \$ 94.00
			10-510-4320 Natural Gas \$ 128.36
			10-510-4495 Contracted Services \$ 40.00
			\$ 2,145.97
<b>C. J. Annex</b>		<b>C. J. Annex</b>	
10-514-4300	Electrcity	\$ 465.57	10-514-3380 Misc Expense \$ 309.17
			10-514-4320 Natural Gas \$ 156.40
			\$ 465.57

Page 2 Year end 2000 line item transfers

<b>Constable #1</b>		<b>Constable #1</b>					
10-551-1000	Elected Official	\$	0 04	10-551-3010	General Office	\$	46 18
10-551-2150	Social Secunty	\$	0 12	10-551-3200	Gasoline	\$	154.22
10-551-3110	Uniforms & Access	\$	8 79	10-551-4470	Comm Maint	\$	41 13
10-551-5350	Comm Equipt	\$	23 20			\$	241 53
<b>Constable #4</b>							
10-554-1000	Elected Official	\$	209 38				
		\$	241 53				
<b>Constable #2</b>		<b>Constable #2</b>					
10-552-1000	Elected Official	\$	0 04	10-552-3010	General Office	\$	21 23
10-552-3110	Uniforms & Access	\$	1 45	10-552-3200	Gasoline	\$	287 90
<b>Constable #4</b>							
10-554-1000	Elected Official	\$	307 64				
		\$	309 13				
<b>Sheriff</b>		<b>Sheriff</b>					
10-560-3030	Stationery, forms	\$	438 53	10-560-3200	Gasoline	\$	190 53
				10-560-3240	Tires & Tubes	\$	248 00
						\$	438 53
<b>Jail</b>		<b>Jail</b>					
10-565-4865	Emp Medical Exam	\$	431 72	10-565-3135	Food	\$	60 05
				10-565-3380	Misc Expense	\$	1 94
				10-565-4501	Trans Prisoners	\$	59 73
				10-565-4830	Prisoner Medical	\$	310 00
						\$	431 72
<b>Juvenile Probation</b>		<b>Juvenile Probation</b>					
10-575-2150	Soc Security Tax	\$	1,285.29	10-575-1200	Salary Regular Emp	\$	3,973 98
10-575-2300	Retirement Match	\$	1,311 31				
10-575-2450	Unemployment	\$	1,141 40				
10-575-4520	Mileage	\$	235 98				
		\$	3,973 98				
<b>D.P.S.</b>		<b>D.P.S.</b>					
10-580-5350	Other Communication	\$	110 15	10-580-3380	Other Operating	\$	110 15
<b>Child Protective</b>		<b>Waste Disposal</b>					
10-640-4630	Allocations to Org	\$	1,425.46	10-685-4495	Other Contract Servc	\$	1,425 46
<b>Road &amp; Bridge #1</b>		<b>Road &amp; Bridge #1</b>					
15-611-5650	Other R&B equipt	\$	1,053 61	15-611-3110	Uniforms & Access	\$	85 88
				15-611-3430	Equipt Repair & Maint	\$	359 18
				15-611-4480	Other Repairs & Maint	\$	217 00
				15-611-4495	Other Contract Serv	\$	391 55
						\$	1,053 61
<b>Road &amp; Bridge #2</b>		<b>Road &amp; Bridge #2</b>					
16-612-3340	Road Oil	\$	1,198 29	16-612-3430	Repair & Maint Equpt	\$	1,198 29
<b>Road &amp; Bridge #3</b>		<b>Road &amp; Bridge #3</b>					
17-613-5600	Road Equipt	\$	398.50	17-613-3390	Hand Tools, etc	\$	10.00
				17-613-3430	Repair & Maint Equpt	\$	180.50
				17-613-4495	Other Repairs & Maint	\$	55.50
				17-613-4495	Other Contracted Serv	\$	152 50
						\$	398 50

Road & Bridge #4	
18-614-3390	Hand tools, etc \$ 20.40
18-614-3420	Repair & Maint Veh \$ 125.71
18-614-3460	Plumbing \$ 15.44
	<u>\$ 161.55</u>

Road & Bridge #4	
18-614-3230	Batteries \$ 5.99
18-614-3380	Other Operating \$ 110.76
18-614-3430	Repair & Maint Equip \$ 41.51
18-614-3480	Janitorial \$ 2.80
18-614-4480	Other Repairs & Mant \$ 61.05
	<u>\$ 222.11</u>

UPSHUR COUNTY  
BUDGET AMENDMENTS  
FY2001

The following budget amendments were approved on this the 23<sup>rd</sup> day of  
October, 2000.

\_\_\_\_\_  
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, Jr.  
Russell Green, Comm. Pct.

FILED  
REX A. STANLEY  
COUNTY CLERK

00 OCT 23 AM 11:53

UPSHUR COUNTY, TX.

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

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October 23, 2000

LINE ITEM TRANSFER BUDGET AMENDMENTS

FROM			TO	
10-426-1300	County Court Parttime Employee	\$ 15,000.00	County Court 10-426-1200 Salary Regular Emp	\$ 15,000.00
10-435-4630	115th District Court Allocations to Organiz	\$ 1,648 65	115th District Court 10-435-4600 Asso & Organiz Dues	\$ 1,648 65
10-450-5400	District Clerk Office Machines & Equipt	\$ 3,500.00	District Clerk 10-450-5450 Furniture & Fixtures	\$ 3,500 00
10-552-3145	Constable #2 Guns & Ammo	\$ 2 19	Constable #2 10-552-3110 Uniforms & Access	\$ 2 19
13-560-3380	Sheriff's Special Other Operating	\$ 203.00	Sheriff's Special 13-560-3110 Uniforms & Access	\$ 103 00
			13-560-5350 Comm Equipt	\$ 100 00
				\$ 203 00

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Oct 2000

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 10/09/00 thru 10/20/00

PAGE 1

Check # ...	HC Date ..	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions. ....
99815-APCA	10/09/00	UPSHUR COUNTY	\$86,248.06	\$86,248.06	1999-2000 PORTION OF STATE FEES COLLECTED
99818-APCA	10/09/00	18TH ANNUAL CIUNTY TAX ASSES	\$170.00	\$85.00 \$85.00	CO. TAX-REGISTRATION/CHRISTIE HALLMAN CO. TAX-REGISTRATION/MICHEAL L. SMITH
99819-APCA	10/09/00	A & E MILL AND WELDING SUPPL	\$40.40	\$40.40	PCT#4-CUST#173125/CYL. RENT(4 ACEN; 1 OX150; 3 OX275)
99820-APCA	10/09/00	ALBRIGHTS GARAGE	\$85.00	\$85.00	911-MUFFLER
99821-APCA	10/09/00	ALLTEL	\$43.42	\$30.91 \$1.57 \$3.42 \$5.23 \$0.10 \$2.19	CO. S-ACCT#010130804/SEPT. 21/00 BILLING PCT#ACCT#010167349/SEPT 21/00 BILLING JP#1-ACCT#010167346/SEPT 21/00 BILLING PCT#3-ACCT#010167344/SEPT 21/00 BILLING PCT#1-ACCT#010160817/SEPT 21/00 BILLING PCT#2-ACCT#010161252/SEPT 21/00 BILLING
99822-APCA	10/09/00	AMERICAN HERITAGE LIFE INSUR	\$514.19	\$514.19	EMPLOYEE DEDUCTIONS
99823-APCA	10/09/00	AMERICAN MORTUARY SERVICES	\$320.00	\$320.00	JP#4-INGINS ZAVALA/TRANSPORTATION
99824-APCA	10/09/00	ANGELA NORTON	\$116.57	\$99.24 \$6.62 \$10.71	D. A-REIMB TDCAA ANNUAL UPDATE D. A-REIMBURSE MILEAGE D. A-REIMB MILEAGE/JP HEARING/BIG SANDY
99825-APCA	10/09/00	ARNOLD GRIMES	\$211.37	\$211.37	JP#1-REIMBURSE/142#1@ 315#A; STAMPS; OFFICE SUPPLIES 9/1-29/00
99826-APCA	10/09/00	ARNOLD NOLAN TRUCKING CO	\$412.00	\$412.00	PCT#3-REPAIR TRUCK#105
99827-APCA	10/09/00	AT & T INFORMATION SYSTEMS	\$0.83	\$0.83	TELE. CON-#0573393724001/SEPT. 19'00 BILLING
99828-APCA	10/09/00	AM'S COUNTRY STORE	\$70.35	\$19.65 \$45.00 \$5.70	PCT#1-CAS; GLOVES PCT#1-ICE PCT#1-2 B-12
99829-APCA	10/09/00	BISHOP & BISHOP P C	\$250.00	\$250.00	D. CT-#176-89/I. I. OF-S. H. G&J. 0
99830-APCA	10/09/00	BLAZER RESOURCES INC.	\$48,564.00	\$2,760.00 \$12,489.00 \$6,900.00 \$6,900.00 \$9,660.00 \$4,380.00 \$5,475.00	PCT#1-ROAD OIL/80 BBLs @ \$34.50 PCT#4-ROAD OIL/362 BBLs @ \$34.50 PCT#1-ROAD OIL/200 BBLs @ \$34.50 PCT#2-ROAD OIL/200 BBLs @ \$34.50 PCT#4-ROAD OIL/280 BBLs @ \$34.50 PCT#2-ROAD OIL/120 BBLs @ \$36.50 PCT#1-ROAD OIL/150 BBLs @ \$36.50
99831-APCA	10/09/00	BRUCE ACKER	\$440.08	\$440.08	CO. EXT-REIMBURSE/115#1@ 315#A; MEALS
99832-APCA	10/09/00	BULFINCH CUSTODIAL SERVICE	\$3,991.02	\$3,991.02	OCTOBER '00 JANITORIAL SERVICES
99833-APCA	10/09/00	CAMERA SUPP	\$81.84	\$81.84	CAMERA #51-#500 701574 CAMERA

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Check #....	HC Date ...	Vender. ....	Check Amount	Invoice Amt	Invoice Descriptions.....
99834-APCA	10/09/00	CAROLYN PERRY	\$112 04	\$112 04	JP#3-REIMBURSE/125.5mi& 315ea; STAMPS; WATER
99835-APCA	10/09/00	CAVENDER'S BOOT CITY	\$222 91	\$93 96 \$59 98 \$68.97	CO. S-JEANS(2), SHIRTS(2)WAYNE YOUNG CO JAIL-JEANS(2)BRAD WILBURN CO JAIL-JEANS(5)SHANNON GIBBS
99836-APCA	10/09/00	CHARLES L. STILL	\$551 65	\$551 65	COMM. CT-JUDGE&COMM SEMINAR/C. CHRISTI
99837-APCA	10/09/00	CHRISTINA W. WALLACE CSP	\$160 00	\$160 00	D CT-COURT REPORTING 09/27/00
99838-APCA	10/09/00	CITY OF BIG SANDY	\$20.80	\$20.80	CO BLDGS-ACCT#818/SEPT. 21/00 BILLING
99839-APCA	10/09/00	COMPLETE BUSINESS	\$160.61	\$12.11 \$13 10 \$44 84 \$8 85 \$48 87 \$32 84	JAIL-ID#10196/734 COPIES-08/26-09/26/00 JP#1-ID#17989/710 COPIES-08/16-09/16/00 ID#14231/2562 COPIES-08/12-09/12/00 CO BLDG-ID#17466/590 COPIES-09/29-09/29/00 EXT-ID#17490/3258 COPIES-08/29-09/29/00 D JUDGE-ID#13285/2265 COPIES-08/28-09/28/00
99840-APCA	10/09/00	CPU WHOLESALE COMPUTER	\$169 00	\$169 00	CO JAIL-MONITOR
99841-APCA	10/09/00	DALLAS COUNTY TREASURER	\$308 00	\$308 00	CO S-LATENT FINGERPRINTS EXAMINATION(BALANCE)
99842-APCA	10/09/00	DARR EQUIPMENT COMPANY	\$441 00	\$441.00	PCT 4-BITS (100)
99843-APCA	10/09/00	DARTEK COMPUTER SUPPLY	\$2,090 55	\$1,532 20 \$558 35	COMPUTER-DKIDATA PRINTER; WORDPERFECT OFFICE; MALE&FEMALE GENDDER CHANGER COMPUTER-(2)COREL WORDPERFECT OFFICE 2000
99844-APCA	10/09/00	DEERE CREDIT INC.	\$26,354 89	\$26,354 89	PCT#1-CUST#999995526/JD GRADER PAYMENT
99845-APCA	10/09/00	DIAGNOSTIC REFERENCE LAB	\$948 10	\$948 10	CO JAIL-ACCT#30162/MCELLON; MCCORNICK; SMITH(M EDICAL)
99846-APCA	10/09/00	DIXIE PAPER COMPANY	\$465 00	\$465 00	CO JAIL-CUST#585755/TISSUE
99847-APCA	10/09/00	EAST TEXAS CREMATORY INC	\$170.00	\$170 00	JP#4-INGRID ZAVALA/TRANSPORTATION
99848-APCA	10/09/00	EAST TEXAS MEDICAL	\$3,341 80	\$36 00 \$1,273 80 \$36.00 \$132 00 \$1,692 00 \$132.00 \$40 00	CO JAIL-DEWEY MCCURRY/MEDICAL CO. JAIL-ANNIE BROWN/MEDICAL CO. JAIL-ANNIE BROWN/MEDICAL CO JAIL-ANNIE BROWN/MEDICAL CO JAIL-DAVID BILLINGS/MEDICAL CO JAIL-DAVID BILLINGS/MEDICAL CO JAIL-DAVID BILLINGS/MEDICAL
99849-APCA	10/09/00	EAST TEXAS PAIN ANESTHESIA	\$19 35	\$19.35	INDIG-FRED MOORE/MEDICAL
99850-APCA	10/09/00	EBB B. MOBLEY	\$1,150 00	\$1,150.00	D CT-#12,505/KELVIN JOHNSON
99851-APCA	10/09/00	ECONOMY AUTO RENTAL	\$72 07	\$72 08	CO JAIL-DAVID BILLINGS/MEDICAL

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Oct 2000

THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 10/09/00 thru 10/20/00

PAGE 3

Check #...	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
				\$8.49	PCT#4-BRAKE SPOONS
				\$23.14	PCT#4-PLUG; FILTER; ADAPTER; WAX
				\$8.26	PCT#4-MANIFOLD SET; SUPER CLEAN
99852-APCA	10/09/00	ELWELL'S OIL & LUBE	\$19.00	\$19.00	CO. BLD08-OIL; FILTER; LABOR
99853-APCA	10/09/00	ETEX TELEPHONE COOP INC	\$330.42	\$38.40	PCT#2-#762-6266 10/01/00 BILLING
				\$132.50	JP#1-#734-6269 10/01/00 BILLING
				\$29.27	JP#1-#734-3786 10/01/00 BILLING
				\$31.55	PCT#1-#734-5609 10/01/00 BILLING
				\$36.50	PCT#4-#762-6731
				\$28.45	PCT#3-#734-5998 10/01/00 BILLING
				\$33.75	PCT#3-#734-5822 10/01/00 BILLING
99854-APCA	10/09/00	EXPRESS LUBE DBA	\$201.85	\$19.95	CONST#4-CHEV/OIL; FILTER; LABOR
				\$36.70	CO. 8-UNIT#22/OIL; FILTERS; LABOR
				\$19.95	CO. 8-UNIT#19/OIL; FILTER; LABOR
				\$19.95	CO. 8-UNIT#21/OIL; FILTER; LABOR
				\$19.95	CO. 8-UNIT#21/OIL; FILTER; LABOR 9/21/00
				\$24.95	911-OIL CHANGE
				\$27.95	CO. 8-UNIT#3/OIL; FILTERS; LABOR
				\$12.50	911-INSPECTION
				\$19.95	CO. 8-UNIT#20/OIL; FILTER; LABOR
99855-APCA	10/09/00	FANNIN FARM EQUIPMENT	\$76.00	\$58.50	PCT#1-SEPT CYL. RENT
				\$17.50	PCT#3-SEPT 2000 CYL. RENT
99856-APCA	10/09/00	FEDEX	\$100.80	\$100.80	CO. 8-ACCT#171613256/SHIPMENTS TO HUNTSVILLE
99857-APCA	10/09/00	FINGERPRINT EQUIPMENT LABS I	\$98.66	\$98.66	CO. 8-CUST#75644/PROFESSIONAL MAGNIFIER; HANDLING
99858-APCA	10/09/00	GILMER CABLE TV CO INC.	\$432.80	\$421.00	NON-DEPT-#15446 10/01/00 BILLING
				\$11.80	COMPUTER-#19305 10/01/00 BILLING
99859-APCA	10/09/00	GILMER DRUG COMPANY	\$501.23	\$42.25	CO. JAIL-PRESCRIPTION
				\$44.63	CO. JAIL-PRESCRIPTIONS
				\$294.62	CO. JAIL-PRESCRIPTIONS
				\$20.66	CO. JAIL-PRESCRIPTIONS
				\$12.62	CO. JAIL-PRESCRIPTION
				\$17.84	CO. JAIL-PRESCRIPTIONS
				\$64.31	CO. JAIL-PRESCRIPTIONS
				\$4.30	CO. JAIL-PRESCRIPTION
99860-APCA	10/09/00	GILMER LUMBER COMPANY INC	\$256.98	\$25.07	CO BLD0-CONCRETE PAD, CEILING TILE
				\$165.50	D CLK-PAINT, PRIMER, DROP CLOTH, COVERS, SANDPAPER
				\$77.75	D. CLK-PAINT, ROLLER FRAME, COVER
				\$84.81	JP2-PAINT KIT; SANDPAPER; MASKING TAPE; PAINT BRUSH; POLY DROP CLOTH; PAINT; FOAM BRUSH; CEILING TILE

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Check #...	HC Date.	Vendor.....	Check Amount.	Invoice Amt	Invoice Descriptions.....
				\$3 95cr	CO BLDG-RETURNED CONCRETE PAD
				\$92. 20cr	D. CLK-RETURNED PAINT, PRIMER, ROLLER COVER, DROP CLOTH
99861-APCA	10/09/00	GILMER OFFICE CENTER	\$1,193 73	\$15 37	CO TREAS-BALANCE OF SUPPLIES #16318
				\$48 22	COMM CT-OFFICE SUPPLIES
				\$10. 16	COMM CT-FOLDERS; CARDS
				\$15 22	LIBRARY-INDEX CARDS; LEGAL PADS
				\$20 28	CO LIB-RIBBONS
				\$39 76	CO S-BINDERS
				\$17 40	COMM CT-PAPER
				\$78 80	CO TREAS-ADDING PAPER; FILE BOXES; RIBBONS; ENVELOPES
				\$14 95	CO TAX-SIGNATURE STAMP
				\$72 42	CO TREAS-(1)BACK SUPPORT; WHITE LABELS
				\$50 50	CO TREAS-LEDGER HOLDER; LEDGER SHEETS; MICROLINE RIBBONS
				\$167 88	CO TREAS-TONER CARTRIDGE&PRINTER CARTRIDGES
				\$224 80	CO TREAS-BINDING MACHINE; STAMPS; RIBBONS
				\$159. 90	CO JAIL-COMPUTER PAPER
				\$87 99	CO. S-CARTRIDGE
				\$170. 08	JAIL-OFFICE SUPPLIES
99862-APCA	10/09/00	HART INFORMATION SERVICES	\$5,099 57	\$5,099 57	ELECTIONS-ACCT#14769/BALLOTS; SHIPPING
99863-APCA	10/09/00	HERBERT L YOUNG	\$11,811 59	\$11,679 68	PCT#1-2714 GALS GAS; 5132 GALS DIESEL
				\$38 55	PCT#3-31 GALS GASOLINE
				\$93 36	CONST#3-GASOLINE
99864-APCA	10/09/00	HEWITTS	\$500. 98	\$0. 98	PCT#3-BOLTS
				\$500 00	PCT#3-TINHORN
99865-APCA	10/09/00	HOLMES CONCRETE PIPE	\$135 00	\$39 00	PCT 2-24"IDX3' LONG REINFORCED CONCRETE
				\$96 00	PCT 2-CONCRETE PIPE; CONCRETE PIPE
99866-APCA	10/09/00	J & K ENTERPRISES	\$412 50	\$412. 50	PCT 4-SOAP (DEGREASER)
99867-APCA	10/09/00	JAMES PUBLISHING	\$85 94	\$85 94	D A-REV 9/1/00 TX CRIM LAW HANDBOOK
99868-APCA	10/09/00	JERROD DAVIS	\$1,400 00	\$1,400. 00	D CT-#12, 582/WEBLEY EVERETT HART
99869-APCA	10/09/00	JODAC OFFICE SUPPLY	\$21. 00	\$21 00	CO. S-FILE CABINET; KEYS
99870-APCA	10/09/00	JUNE J. BARNETT	\$90 00	\$90. 00	C CT-COURT REPORTING 10/03/00
99871-APCA	10/09/00	KAREN TUCKER	\$646 06	\$646. 06	CO EXT-REIMBURSE/877mle. 319ea; LODGING MEALS 9/00
99872-APCA	10/09/00	KARMEN STEELMAN	\$90. 42	\$90 42	COMPUTER-REIMBURSE SEP 2000 EXPENSES
99873-APCA	10/09/00	MELLY FORD TRACTOR INC	\$27 74	\$27 74	PCT#1-BEST FAN

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Oct 2000

THE SOFTWARE GROUP, INC.

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 10/09/00 thru 10/20/00

PAGE 5

Check #...	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99874-APCA	10/09/00	KERNS BAKERY	\$155.10	\$75.00 \$80.10	CO. JAIL-BREAD CO. JAIL-BREAD
99875-APCA	10/09/00	LANA WINGFIELD	\$40.00	\$40.00	DA-DAVID JOHNSON/HOT_CHECK RESTITUTION
99876-APCA	10/09/00	LAUREN PARISH	\$30.00	\$30.00	D. JUDGE-REIMBURSE/DUES
99877-APCA	10/09/00	LINDA TUEL	\$6.62	\$6.62	CO. TREAS-REIMBURSE/21m18 315ea
99878-APCA	10/09/00	LLOYD'S BODY SHOP	\$455.00	\$455.00	JUV. PROB-REPLACE VAN SIDE DOOR
99879-APCA	10/09/00	LONG MOTOR COMPANY INC	\$920.95	\$119.36 \$801.59	CO. S-THROTTLER CO. S-'97 CROWN VIC/REAR PADS; SHOE ASY-BRK. LABOR
99880-APCA	10/09/00	LONGVIEW MUFFLER & BRAKE	\$68.00	\$68.00	PCT 4-EXHAUST REPAIR
99881-APCA	10/09/00	LONGVIEW SPRING & BRAKE CO	\$113.08	\$54.08 \$59.00	PCT#3-SPRING; BOLT; LABOR PCT#4-ALIGNMENT
99882-APCA	10/09/00	MEDICAL WHOLESALE INC.	\$80.43	\$80.43	CO. JAIL-CUST#3047/MED. SUPPLIES
99883-APCA	10/09/00	MELVIN LOYD	\$1,650.00	\$1,650.00	J. CTR-LABOR FOR CARPET & BASE
99884-APCA	10/09/00	MICHAEL W. BLAS, MD	\$55.00	\$55.00	CO. JAIL-QUENTIN STOCKTON/MEDICAL
99885-APCA	10/09/00	MICROLOGIC SYSTEMS, INC	\$225.00	\$225.00	COMM-SERIAL INTERFACE CARDS
99886-APCA	10/09/00	MIKE LOYD	\$246.80	\$246.80	VET-REIMB FALL CONFERENCE, DUES SAN ANTONIO
99887-APCA	10/09/00	MIRANDA WELCH	\$18.90	\$18.90	JP#3-REIMBURSE/MILEAGE
99888-APCA	10/09/00	MUSIC MOUNTAIN WATER CO	\$66.98	\$66.98	DA-#18928400 09/29/00 BILLING(INCLUDES 8/00)
99889-APCA	10/09/00	OFFICE & GIFTS CENTER	\$804.60	\$46.90 \$89.99 \$6.65 \$211.94 \$199.92 \$241.19 \$8.01	911-DISCS D. A-TONER INDIO-ENVELOPES CO. EXT-OFFICE SUPPLIES CO. EXT-PAPER CO. EXT-OFFICE SUPPLIES JP#1-BINDER, RINGS, BOOK
99890-APCA	10/09/00	OFFICE DEPOT INC	\$28.98	\$28.98	COMPUTER-DATA SWITCHBOX CABLE(TAX OFFICE)
99891-APCA	10/09/00	OTIS ELEVATOR COMPANY	\$201.22	\$201.22	TY7878EA00/ ELEVATOR SERVICE 10/1-31/00
99892-APCA	10/09/00	PATHOLOGY ASSOC. OF TYLER	\$8.34	\$8.34	CO. JAIL-ANNIE BROWN /MEDICAL
99893-APCA	10/09/00	PATRICIA HARRISON	\$3,780.00	\$3,600.00 \$180.00	D CT-SEPT, 2000 COURT REPORTING C CT-COURT REPORTING 10/02/00

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC.

Disbursements Made from 10/09/00 thru 10/20/00

Check #...	MC Date .	Vendor....	Check Amount	Invoice Amt	Invoice Descriptions.....
99894-APCA	10/09/00	PATTI COPPEDGE	\$10 55	\$10 55	CO. TREAS-REIMBURSE/3. 50mi. 315ea
99895-APCA	10/09/00	PATTON LAW FIRM	\$350 00	\$350. 00	D. CT-#12, 009/PAULA B.
99896-APCA	10/09/00	PAUL BANNER	\$32 56	\$32. 56	D CT-MILEAGE; MEALS/09/06/00
99897-APCA	10/09/00	FITNEY BOWES INC	\$190 00	\$190 00	NON DEPT-ACCT#00958232001/SEPT. 17/00 BILLING
99898-APCA	10/09/00	POWERPLAN	\$514 12	\$0 48 \$216. 08 \$297 56	PCT#4-#10000657 WASHER PCT#1-FILTER ELE. WATER SEPAR. FUEL FILTERS, PCT#1-DURAMAX(2), BOLT SET(26)
99899-APCA	10/09/00	PRITCHETT WATER SUPPLY CORP	\$23. 72	\$23. 72	PCT#1-ACCT#1406/SEPT. 28/00 BILLING
99900-APCA	10/09/00	PRO-MED SYSTEMS	\$5,121 85	\$3,999 96 \$1,121 89	D. CLK-MOBILE FILING CARRAGE&SHELVING UNIT; SHIPPING D A-CUST#UPSCDA/PRINTED FOLDERS; SET-UP
99901-APCA	10/09/00	PROFESSIONAL FOOD SYSTEMS	\$2,499 01	\$703 00 \$1,796 01	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-#17130 ASSORTED FOODS
99902-APCA	10/09/00	PROFESSIONAL TECHNICAL ASSIS	\$684 00	\$684 00	CO S-VERTEX RADIO S#010157
99903-APCA	10/09/00	PUBLICDATA. COM. AI	\$19 95	\$19 95	PCT#4-#004233441/SEPT'00 BILLING
99904-APCA	10/09/00	GUILLE CORPORATION	\$134 74	\$54 78 \$79 96	CO TREAS-PRESSBOARD BINDERS CO TREAS-DATA BINDER RACK, CASTERS
99905-APCA	10/09/00	RADIOLOGY DIAGNOSTIC SERVICE	\$38 00	\$38 00	CO JAIL-#455153915/DANNY DEAN; PRISONER MEDICAL
99906-APCA	10/09/00	RAMADA LIMITED	\$717 56	\$717. 56	D CT-ROOM#121, 118, ZIMMERMAN 9/1-25/00
99907-APCA	10/09/00	REED REFERENCE PUBLISHING	\$604. 82	\$604. 82	LIBRARY-BOOKS
99908-APCA	10/09/00	RELIABLE MOTOR SUPPLY	\$59 99	\$59. 99	CO. S-DIGITAL SOUND ME
99909-APCA	10/09/00	RICK'S TIRE SERVICE	\$35 00	\$35. 00	PCT#1-SERVICE CALL; FLAT REPAIR
99910-APCA	10/09/00	RODNEY B MARTIN MD PA	\$110 00	\$110 00	CO JAIL-#UPSHEROO/SONYA CAVALIN
99911-APCA	10/09/00	RUSSELL TACKETT	\$690 00	\$690 00	PCT#1-9/00 REPAIRS 5448 LOADER, ROLLER BED, BOOM AXE
99912-APCA	10/09/00	SCOTT-HERRINAN INC.	\$35 43	\$35 43	CO CLK-CUST#UP01/TRANSCRIPT COVERS
99913-APCA	10/09/00	SHARON WATER SUPPLY CORP	\$23 90	\$23 90	PCT#4-09/25/00 BILLING
99914-APCA	10/09/00	SYSCO FOOD SYSTEMS INC.	\$1,336 43	\$1,336 43	CO. JAIL-CUST#288639/ASSORTED FOODS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Oct 2000

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 10/09/00 thru 10/20/00

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Check #	MC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
99916-APCA	10/09/00	TELEDUCH CORPORATION	\$203.90	\$203.50	CO SHERIFF-ACCT#3062303/PAGER SERVICES 10/00
99917-APCA	10/09/00	TEXAS ASSOCIATION OF COUNTIF	\$15.00	\$15.00	CO. S-SALARY SURVEY
99918-APCA	10/09/00	TEXAS AMNINO & CANVAS INC	\$55.00	\$55.00	CO. BLDG-RESEW FLAG
99919-APCA	10/09/00	TEXAS BY-PRODUCTS	\$25.00	\$25.00	CO JAIL-ACCT#R35876/GREASE PICKUP
99920-APCA	10/09/00	THE OILMER MIRROR	\$399.63	\$30.00	D. CLK-500 LETTERHEAD PRINTED
				\$161.00	CO. TAX-PROPERTY TAX RATES PUBLISHED
				\$18.25	D. CT-PUBLISH
				\$27.20	SALARIES/AUDITOR; ASSIST; CT REPORTER
				\$28.00	D A-500 BUSINESS CARDS/LINGLE
				\$55.50	COMM CT-PUBLIC NOTICE/BUDGET HEARING
				\$49.50	COMM. CT-PUBLIC NOTICE/EL CAMINO BIDS
				\$30.18	COMM. CT-PUBLIC NOTICE/CATERPILLAR
					CO. S-PUBLIC NOTICE 9/30/00 SEX OFFENDER
99921-APCA	10/09/00	THE SOFTWARE GROUP INC	\$35,185.72	\$33,787.89	CO S-CUST#15338/VIEDO MUGSHOT; HARDWARE
				\$125.33	SUPPLIES
				\$1,272.50	TREAS-RECEIPTS; SHIPPING
					COMPUTER-9 010 HARDDRIVE; SHIPPING
99922-APCA	10/09/00	THE TIRE SHOP	\$24.00	\$24.00	PCT 3-FLAT REPAIR; TUBE
99923-APCA	10/09/00	TIM CONE	\$700.71	\$700.71	D. A-REIMB. FOR TDCAA ANNUAL UPDATE
99924-APCA	10/09/00	TYLER UNIFORM CO. INC	\$21.40	\$21.40	CO. JAIL-NAME TAGS/C DAVIS; K. CREED; J MCCAULEY
99925-APCA	10/09/00	U S. FOODSERVICE-DALLAS	\$712.48	\$712.48	CO. JAIL-CUST#420711/ASSORTED FOODS
99926-APCA	10/09/00	UPSHUR COUNTY AMBULANCE SERV	\$500.00	\$500.00	CO. JAIL-#031363/ANNIE BROWN
99927-APCA	10/09/00	UPSHUR-RURAL ELECTRIC COOP	\$349.23	\$135.54	PCT#3-#902475306/SEPT 28/00 BILLING
				\$100.18	PCT#1-ACCT#31885226/OCT 03/00 BILLING
				\$105.93	JP#1-#42999172/OCT. 03/00 BILLING
				\$7.58	WASTE-#10793251/OCT. 4'00(8/30-9/30/00)
99928-APCA	10/09/00	US MEDICAL DISPOSAL INC	\$25.00	\$25.00	CO. JAIL-CUST#211995/SET UP
99929-APCA	10/09/00	VARNADO FEED SERVICE	\$12.00	\$2.50	CO. BLDGS-SNAP
				\$9.50	CO BLDGS-CORN
99930-APCA	10/09/00	VERIZON SOUTHWEST	\$4,205.79	\$4,196.77	TELE COM-#843-4000/SEPT 19'00
				\$9.02	CO. S-#IBA2703/SEPT 19/00 BILLING
99931-APCA	10/09/00	W W GRAINGER INC	\$139.22	\$139.22	PCT#4-ACCT#436805131711/DESK
99932-APCA	10/09/00	WALMART STORE #146	\$57.83	\$16.42	CO S-FILM DEVELOPING
				\$41.41	CO. LIB-JANITORIAL SUPPLIES

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Check #....	HC Date ...	Vendor. ....	Check Amount	Invoice Amt	Invoice Descriptions .....
99933-APCA	10/09/00	WEST SIDE FURNITURE	\$42 36	\$38 36 \$4 00	PCT 4-BAR COVERS; OIL (6PK); SAW CHAIN PCT#4-SHARPEN CHAIN,LINKS OUT
99934-APCA	10/09/00	WILSON-RILEY INC.	\$14,766 00	\$4,012 50 \$4,012 50 \$4,012 50 \$2,728 50	PCT#3-ROAD OIL/125 BBLs. @ \$32.10 PCT#3-CUST#CU103/ROAD OIL-125 BBLs. @ \$32.10 PCT#3-CUST#CU103/ROAD OIL(125 BBLs. @ \$32.10) PCT#3-CUST#CU13/ROAD OIL(85 BBLs. @ \$32.10)
99935-APCA	10/09/00	WYONE MANES	\$97 02	\$97 02	JP#2-REIMBURSE/308mi @.315ea 9/1-27/00
99936-APCA	10/09/00	YOUNG'S HEATING & AIR	\$239 00	\$239 00	CO LIB-REPAIR A. C. UNIT
99937-APCA	HC 10/10/00	FIRST NATIONAL BANK GILMER	\$500,000 00	\$500,000 00	CD#30928 PURCHASED@6.85%(113days)TD MATURE 1/31/01
99938-APCA	HC 10/10/00	FIRST NATIONAL BANK	\$275,240.56	\$275,240 56	CD#30927(AVAIL)PURCHASED@6.70%(134days)TD MATURE 10/23/00
99939-APCA	HC 10/13/00	ALLTEL	\$13 76	\$13 76	CO 8-#GM2658F/SEPT. 1'00
99940-APCA	HC 10/13/00	ALLTEL	\$547 32	\$547 32	TELE COMM-ACCT#010089280/SEPT 21/00 BILLING
99941-APCA	HC 10/13/00	FIRST NATIONAL BANK GILMER	\$150,000 00	\$150,000 00	CD#30932 PURCHASED@6.71%(18days)TD MATURE 10/31/00
99942-APCA	HC 10/13/00	TEXAS DIST & CO ATTY. ASSOC	\$525 00	\$525 00	DA-REG/B. MOORE, E. JONES, C BULLOCK/KEY PERSONNEL SEMINAR
99943-APCA	HC 10/16/00	ETEX TELEPHONE COOP INC	\$67 60	\$39.90 \$27 70	CO TAX-#838-8936/OCT. 1'00 TELE COMM-#968-2941/OCT. 1'00
Total for APCA - Accounts Payable Clearing Account			\$1,208,262.86		

VCI-51-106440

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Oct 2000

THE SOFTWARE GROUP, INC

Approved Disbursements  
ALL Checking Accounts  
Disbursements Made from 10/09/00 thru 10/20/00

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1503-FNB. 125	HC 10/11/00	LUANNA HOWELL	\$121.91	\$121.91	125 UNREIMBURSED MEDICAL
1504-FNB. 125	HC 10/11/00	JOHN COOK	\$52.36	\$52.36	125 UNREIMBURSED MEDICAL
1505-FNB. 125	HC 10/11/00	PAM LONG	\$160.00	\$160.00	125 UNREIMBURSED MEDICAL
1506-FNB. 125	HC 10/11/00	CAROLYN PERRY	\$60.00	\$60.00	125 UNREIMBURSED MEDICAL
1507-FNB. 125	HC 10/11/00	WANDA HUTCHINS	\$21.50	\$21.50	125 UNREIMBURSED MEDICAL

Total for FNB 125 - IRC/125 PLAN

\$415.77

Grand Total

\$1,208,678.63

132 records listed.

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, Jr.*  
COMMISSIONER PCT#4, RUSSELL GREEN, JR.

00 OCT 23 AM 11:53  
UPSHUR COUNTY, TX.  
DEPUTY

FILED  
FEB 2 2001  
COURT CLERK

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VOL 57 PG 442

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept 426/Cs Court  
 Employee Leandra Keller  
 Social Security No \_\_\_\_\_ Emp ID# 960

X	CHANGES(S)	FROM	TO
	Grade Step	9, 12	8, 9
	Rate	# 7.95/HR	# 1250.00/m
	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 checked="" 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 checked="" type="checkbox"/>	Other

Comments. Went from part-time to Regular Salaried employee effective new budget year 10/01/00. \$15,000 Annual Salary

Authorized by: \_\_\_\_\_  
 Approved by: Tom Sted Date: 10-23-00

**SPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 495/C. Auditor  
 Employee Pamela Long  
 Soc's. Security No. \_\_\_\_\_ Emp. ID# 953

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	<u>\$2895.00/mo</u>	<u>\$3095.00/mo</u>
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Promotion
<input 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 checked="" type="checkbox"/>	Other

Comments: New budget year '00-'01  
\$200.00/mo raise

Authorized by: \_\_\_\_\_  
 Approved by: \_\_\_\_\_ Date: 10-23-00

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept 435/D. Court

Employee Deanne Drannen

Social Security No \_\_\_\_\_ Emp. ID# 740

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate	\$ 3425.00/mo	\$ 3625.00/mo
	Department		
	Position		
	75.86% Upshur	\$ 2598.21	\$ 2749.92
	24.14% Marion	826.79	875.08

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 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 checked="" type="checkbox"/>	Other

Comments: New budget year '00-'01  
\$ 200.00/month raise.

Authorized by: \_\_\_\_\_  
 Approved by: \_\_\_\_\_ Date: 10-23-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept 495/C. Auditor  
 Employee Wanda Hutchins  
 Social Security No \_\_\_\_\_ Emp ID# 360

X	CHANGES(S)	FROM	TO
	Grade Step	14.20	14.22
	Rate	\$ 1825.00/mo	\$ 1875.00
	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 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 checked="" type="checkbox"/>	Other

Comments: New budget year '00-'01  
\$ 50.00/month raise

Authorized by:

Approved by:

Date: 10-23-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept Juvenile Probation  
 Employee Ralph Wayne Allen  
 Social Security No 554-87-4157 Emp ID# 1004

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department <u>Juvenile</u>		
	Position <u>Probation Officer</u>	<u>23,400</u>	<u>25,000</u>
	<u>per month</u>	<u>1,950</u>	<u>2,083.33</u>

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input checked="" type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input 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

OCT 23 11:51 AM '00  
 ATTENTION

Comments:

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Authorized by: Ronald Mitchell Date: 10-13-00  
 Approved by: \_\_\_\_\_

448  
**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

**VOL 51** PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10/01/2000 Dept. 499 (TAX OFFICE)

Employee MARGARET LANE

Social Security No 455-92-4452 Emp ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
<input checked="" type="checkbox"/>	Grade Step	8-16	8-20
<input checked="" type="checkbox"/>	Rate	1425.00	1525.00
	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"/>	Merrt 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 checked="" type="checkbox"/>	Other

Comments **COMPLETION OF PROBATION PERIOD**

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Authorized by Michael P Smith  
 Approved by \_\_\_\_\_ Date 10/06/2000

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 565/Co Jail  
Employee Elizabeth Bean  
Social Security No \_\_\_\_\_ Emp ID# 389

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

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

Comments 12 years Longevity \$48/mo

Authorized by: Corryal Harris  
Approved by: \_\_\_\_\_ Date: 10-16-00

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 650/Library  
 Employee Janet Williams  
 Social Security No \_\_\_\_\_ Emp. ID# 390

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 12 years Longevity \$48/mo

Authorized by [Signature]  
 Approved by: \_\_\_\_\_ Date: 10-16-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 560/G. Sheriff  
Employee Larry Fortson  
Social Security No. \_\_\_\_\_ Emp ID# 388

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: 12 years Longevity \$48/mo

Authorized by: [Signature]  
Approved by: \_\_\_\_\_ Date: 10-16-00



UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept 499/Jail  
Employee Lura Howell  
Social Security No \_\_\_\_\_ Emp. ID# 856

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

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

Comments: 3 years Longevity \$12/mo

Authorized by: [Signature] Approved by: [Signature] Date: 10-16-00

57 PG 454  
**VOUPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 560/C. Sheriff  
 Employee Dale Jilley  
 Social Security No \_\_\_\_\_ Emp. ID# 857

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		
		BY <u>UPS</u>	<u>DUJCT</u>

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: 3 years Longevity #12/med

Authorized by: Marya Harris  
 Approved by: \_\_\_\_\_ Date: 10-16-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 613/Pct# 3

Employee Glenn Campbell

Social Security No \_\_\_\_\_ Emp. ID# 119

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. 1 Year Longevity \$4/mo

Authorized by [Signature]  
 Approved by: \_\_\_\_\_ Date: 10-16-00

VOL 57 PG 456

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 451 / GP# 1

Employee Wylene Mares

Social Security No. \_\_\_\_\_ Emp ID# 872

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 checked="" type="checkbox"/>	Other

Comments: 1 year Longevity \$4/month

Authorized by: [Signature]

Approved by: \_\_\_\_\_ Date: 10-16-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept 454 / GP# 4  
Employee Donna Whiteside  
Social Security No. \_\_\_\_\_ Emp. ID# 905

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

REASON(S) FOR THE CHANGE(S)		
	Hired	Re-Hired
	Introductory Period Ended	Merit Increase
	Promotion	Transfer
X	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

Comments: 1 Year Longevity \$4/mo

Authorized by: *Debra Harris*  
Approved by: \_\_\_\_\_ Date: 10-16-00

VO 57 PG 458  
**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept 453 GP#3  
 Employee Miranda Welch  
 Social Security No \_\_\_\_\_ Emp ID# 906

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 1 year Longevity \$4/mo

Authorized by [Signature]  
 Approved by \_\_\_\_\_ Date 10-16-00

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 10-1-00 Dept. 401/Comm. Ct

Employee Peggy LaFrance

Social Security No. \_\_\_\_\_ Emp ID# 969

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: 1 Year Longevity \$4/month

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized by: Christina Morris

Approved by: \_\_\_\_\_ Date: 10-16-00

AGREEMENT FOR AUDIT OF FINANCIAL STATEMENTS

Agreement made as of October 13, 2000, between County of Upshur (hereinafter called the "County") and Arnold, Walker, Arnold & Co., Certified Public Accountants (hereinafter called the "Accountant").

In consideration of the mutual undertakings contained, the parties hereto agree as follows:

1. We will audit the financial statements of the County as of and for the period ended September 30, 2000, and the Juvenile Probation Department for the period ending August 31, 2000, for the purpose of expressing an opinion on them. The financial statements are the responsibility of the County's management. Our responsibility is to express an opinion on the financial statements based on our audit.
2. Our audit will be made in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit will provide a reasonable basis for our opinion.

This agreement shall not include audit procedures for the collection function for entities other than the County of Upshur.

3. The Accountant shall perform the audit in the offices of the County.
4. The County shall make available to the Accountant all books, records, minutes, files and other documents necessary for the satisfactory completion of the audit.
5. The Accountant shall promptly bring to the attention of the Commissioner's Court any unusual conditions which may, in the opinion of the Accountant, require auditing or accounting services to exceed those contemplated by this Agreement. The Accountant shall not proceed with performance of the additional services required by such unusual conditions unless specifically authorized to do so by the Commissioner's Court.
6. Our audit is subject to the inherent risk that material errors, irregularities, or illegal acts, including fraud or defalcations, if they exist, will not be detected. However, we will inform the County of any such matters that come to our attention.

AGREEMENT FOR AUDITS OF FINANCIAL STATEMENT

October 13, 2000

- 7. At the conclusion of our audit, we will request certain written representations from you about the financial statements and matters related thereto.
- 8. The Accountant shall deliver fifteen copies of the audit report and management letter to the County.
- 9. The County shall pay the Accountant for services rendered a fee as follows:

<del>Adult Probation Department</del>	<del>\$1,500.00</del>	<i>AS</i> <i>GM</i>
Juvenile Probation Department	\$1,500.00	
County Audit (excluding TDHCA Grants)	\$12,875.00	

Fees for audit grant funds from Texas Department of Housing and Community Affairs will be billed in addition to the above based on the grant activity for the period on a basis consistent with the fees described above.

Fees will be billed as work progresses each month and due upon your receipt of our invoice.

- 10. Upon completion of the audit, at a time agreed upon by the Accountant and the County, the Accountant shall report orally the findings of the audit of the financial statements to the County, if requested.

We are pleased to have this opportunity to serve you.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ARNOLD, WALKER, ARNOLD & CO.  
Certified Public Accountants

UPSHUR COUNTY

By: *Lenny Walker*

By: *Jerry Starke*

Date: 10/12/00

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

00 OCT 23 AM 11:55  
 UPSHUR COUNTY, TX.  
 DEPUTY

FILED  
 REC'D CIVIL  
 CLERK

**REAL ESTATE LEASE**

This Lease Agreement (this "Lease") is made effective as of OCT-1-2000 by and between Arnold Grimes ("Landlord"), and Upsbur County ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") located at F M 3358 Rt 1 Box 229, Gilmer, Texas 75644.

**TERM.** The lease term will begin on October 01, 2000 and will terminate on September 30, 2001.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of \$310.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$3,720.00. Lease payments shall be made to the Landlord at Rt 1 Box 229, Gilmer, Texas 75644, which may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**USE OF PREMISES.** Tenant may use the Premises only Justice of the Peace Pct 1 Business. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Initials \_\_\_\_\_

**LANDLORD:**

Name: Arnold Grimes  
Address: Rt 1 Box 229  
Gilmer, Texas 75644

**TENANT:**

Name: Upshur County  
Address: P O Box 730  
Gilmer, Texas 75644

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Texas.

**PARKING.** Tenant shall be entitled to use 6 parking space(s) for the parking of the Tenant's customers/guests' motor vehicle(s).

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period equal to 35% of the normal payment rate set forth in the following Renewal Terms paragraph. Such holdover shall constitute a month to month extension of this Lease.

**MAINTENANCE.** Tenant shall have the responsibility to maintain the Premises in good repair at all times.

**UTILITIES AND SERVICES.**

Tenant shall be responsible for all utilities and services in connection with the Premises.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance in a total aggregate sum of at least \$300,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

**TERMINATION UPON SALE OF PREMISES.** Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

**LANDLORD:**  
Arnold Grimes

Arnold Grimes  
Arnold Grimes

**TENANT:**  
Upshur County

Charles F. Scill  
Upshur County Judge Charles Scill

Gaddis Lindsey  
Commissioner Gaddis Lindsey

Tommy Stanley  
Commissioner Tommy Stanley

Rick Jackson  
Commissioner Rick Jackson

Russell Green Jr.  
Commissioner Russell Green Jr.

FILED  
REX A. SHAW  
CLERK  
00 OCT 23 AM 11:55  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

FILED  
REX A. SHAW  
CLERK  
00 AUG 28 PM 12:05  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

OCTOBER 18, 2000

PLEASE GET THIS ON AGENDA FOR OCTOBER 23, 2000

APPROVE AND ISSUE COURT ORDER TO SEND TO FEDERAL ELECTIONS COMMISSION TO CHANGE VOTING, PRECINCT #7, FROM PINE ACRES COMMUNITY CENTER TO THE FIRST ASSEMBLY OF GOD CHURCH LOCATED ON NORTH HIGHWAY 271, GILMER.

PRECINCT #14 -- MOVE FROM THE AMERICAN LEGION HALL TO CALVARY BAPTIST CHURCH, GLADEWATER, WEST HIGHWAY 80.

*Rev. A. Shaw*  
REV. A. SHAW COUNTY CLERK

2000 General Election

Location of Voting Precincts

FILED  
REV. A. SHAW  
COUNTY CLERK

00 OCT 23 AM 11:55

UPSHUR COUNTY, TX.

BY *Rev. A. Shaw*  
DEPUTY

PCT. #1

PCT. #2

PCT. #3

PCT. #4

VOTING PCTS.

S. E Gilmer ---  
• Pct. 1. Gilmer Jr. High School.  
• Pct. 2. West Mountain Fire Station.  
• Pct. 3. Union Grove School.  
• Pct. 4. East Mountain Community Center.  
• Pct. 5. Glenwood First Baptist Church Fellowship Hall.

S. Diana ---  
• Pct. 6. New Diana School.  
N. E Gilmer ---  
• Pct. 7. First Assembly of God.

N. Diana ---  
• Pct. 8. Masonic Lodge Building.  
• Pct. 9. Ore City - City Hall

• Pct. 10. Lafayette Fire Station.  
• Pct. 11. Union Ridge Community Center.

• Pct. 12. Big Sandy School.  
• Pct. 13. Fritchett Community Center.

• Pct. 14. Calvary Baptist Church, Hwy. 80. (Gladewater W.)

N. W Gilmer ---  
• Pct. 15. Activity Building (old library).

• Pct. 16. Union Hill School.  
• Pct. 17. Simpsonville Fire Station.

• Pct. 18. Antioch Baptist Church. (Grice)

• Pct. 19. Rosewood Baptist Church Fellowship Hall.

• Pct. 20. Latch Community Center.

APP.

**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:

Year	Abatement Percentage
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.

Section 17.

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

EXECUTED THE 1st DAY OF November, 2000.

UPSHUR COUNTY, TEXAS

Charles L. Still  
Charles L. Still, County Judge

ATTEST:

Regina Sheen  
County Clerk  
(SEAL)  
UPSHUR COUNTY, TEXAS

VOL 57 PG 474

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

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

By: Daniel R. King  
Title: VICE-PRESIDENT

THE STATE OF TEXAS §

COUNTY OF UPSHUR §

This instrument was acknowledged before me on the 1st day of November, 2000, by Charles L. Still as County Judge and Ray W. Shaw as County Clerk.



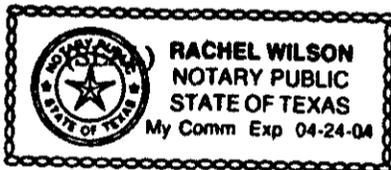
Jo Ann Loftis  
Notary Public Signature

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

THE STATE OF TX §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of August, 2000, by Daniel R. King as VICE-PRESIDENT of GATEWAY POWER, INC.



Rachel Wilson  
Notary Public Signature

RACHEL WILSON  
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  
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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;

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  
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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,

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 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;

Jackson Thomas Survey A-483  
Wm. B. Hicks Survey A-211  
David Renfro Survey A-434  
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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,

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

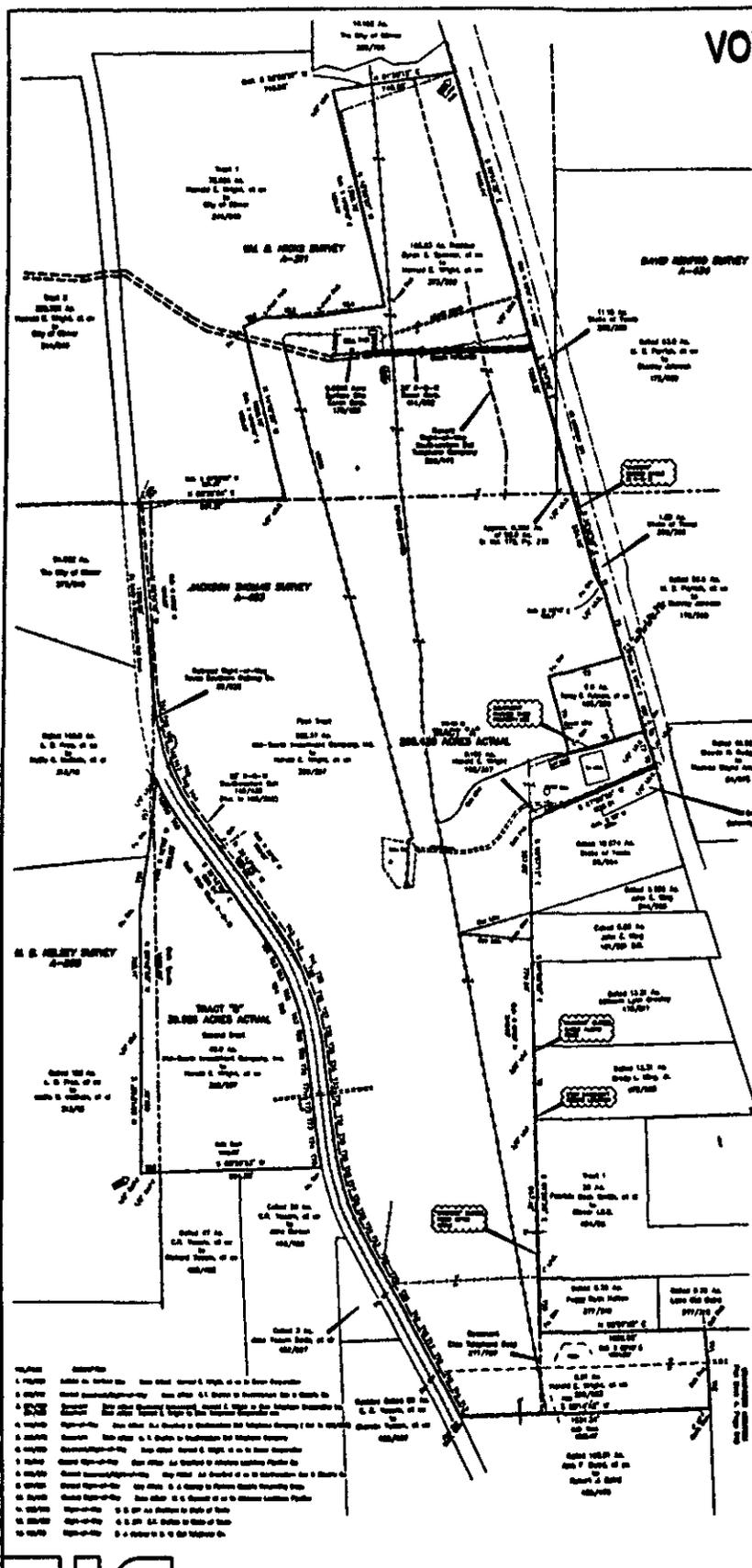
Note A plat accompanies these fieldnotes

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



TRACT	ACRES	OWNER	DATE
1	1.00	...	...
2	1.00	...	...
3	1.00	...	...
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PLAT OF SURVEY SHOWING PART OF THE JACKSON THOMAS SURVEY A-483, DAVID RENFRO SURVEY A-434, H. B. KELSEY SURVEY A-288 & WM. B. HICKS SURVEY A-211 UPTON COUNTY, TEXAS SCALE = N.T.S.

WARRANTY

THE SURVEYOR'S OBLIGATION IS LIMITED TO THE ACCURACY OF THE SURVEY DATA AND THE CORRECTNESS OF THE LEGAL DESCRIPTIONS THEREOF. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE DATA OR THE CORRECTNESS OF THE LEGAL DESCRIPTIONS.

W. B. HICKS

WARRANTY

THE SURVEYOR'S OBLIGATION IS LIMITED TO THE ACCURACY OF THE SURVEY DATA AND THE CORRECTNESS OF THE LEGAL DESCRIPTIONS THEREOF. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE DATA OR THE CORRECTNESS OF THE LEGAL DESCRIPTIONS.

**WBS SURVEYING & MAPPING, INC.**  
 4801 TROUP HWY.  
 SUITE 201  
 FULDA, TEXAS 79703  
 OFFICE 801/281-7729 FAX 801/281-5179

**JACKSON THOMAS A-483, DAVID RENFRO A-434,  
 WM. B. HICKS A-211 & H. B. KELSEY A-288**

DATE: 11/11/03

**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.**

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.

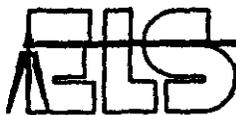
PASSED, APPROVED, AND ADOPTED THIS 30 day of June, 2000.

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

ATTEST:

*Renee Shaw*  
County Clerk

Houston, MC1263 8317.237776.1



E.L.S. SURVEYING & MAPPING, INC.  
4801 Troup Highway  
803-581-7759

Suite 201  
Fax 803-581-6278



HARRY L. JOHNSON & ASSOC.  
Tyler, Texas 75709  
803-581-2931

### 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 Harold 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  
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 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  $88^{\circ}57'02''$  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  $05^{\circ}29'48''$  East a distance of 200 18 feet to a bolt found,

South  $2^{\circ}40'46''$  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  $88^{\circ}14'42''$  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  $26^{\circ}33'20''$  West a distance of 94 50 feet;  
 North  $28^{\circ}2'08''$  West a distance of 83 59 feet;  
 North  $28^{\circ}20'25''$  West a distance of 121 50 feet;  
 North  $28^{\circ}18'14''$  West a distance of 136 62 feet;  
 North  $28^{\circ}46'08''$  West a distance of 68 98 feet,  
 North  $29^{\circ}4'34''$  West a distance of 94 09 feet,  
 North  $27^{\circ}49'51''$  West a distance of 110 12 feet;  
 North  $28^{\circ}59'57''$  West a distance of 167 02 feet;  
 North  $28^{\circ}26'01''$  West a distance of 93 10 feet,  
 North  $28^{\circ}50'42''$  West a distance of 148 76 feet;  
 North  $27^{\circ}59'15''$  West a distance of 78 48 feet;  
 North  $27^{\circ}56'20''$  West a distance of 95 90 feet,  
 North  $25^{\circ}17'22''$  West a distance of 96 03 feet;  
 North  $21^{\circ}34'31''$  West a distance of 90.78 feet;  
 North  $17^{\circ}34'25''$  West a distance of 94.32 feet;  
 North  $13^{\circ}11'48''$  West a distance of 104.12 feet;  
 North  $10^{\circ}21'53''$  West a distance of 98 60 feet;  
 North  $7^{\circ}13'38''$  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 748.35 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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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 100.33 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



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PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2 DATE 10-9-00

Formal notice is hereby given that S. Opden Rive Jettani GP whose principal address is 5949 Sharylene Site 255 Dallas TX 75225 does hereby propose to place a gas line within the ROW of County Road Winters.

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 9 day of October, 2000.

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

NAME: Jean Pitman by J. Hampton  
PHONE: 860-2125

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioners Court offers no objections to the location on the right of way of your proposed gas line as shown by accompanying drawings and notice dated Oct 9, 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.

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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.

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

*Gaddis Lunday*  
\_\_\_\_\_  
Commissioner Precinct # 1

*Jan [Signature]*  
\_\_\_\_\_  
Commissioner Precinct # 2

*[Signature]*  
\_\_\_\_\_  
Commissioner Precinct # 3

*[Signature]*  
\_\_\_\_\_  
Commissioner Precinct # 4

FILED  
DEPT. CLERK  
DIXON ST. CLERK  
COURT CLERK

00 OCT 23 AM 11:55  
UPSHUR COUNTY, TX.

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS 0

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR 0

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

1. First Party agrees to use only that section of (describe exact route, direction and miles in tenths) FM 556 turn right on Goat appx 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 4, Upshur County

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

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

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

Patrick Haggins  
First Party Signature

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

P.O. Box 773  
Street or Box

Gulden Lundy  
Commissioner # 1

Huntington 25949  
City, State and Zip Code

Tom Stoy  
Commissioner # 2

936-422-3895  
Telephone

[Signature]  
Commissioner # 3

\_\_\_\_\_  
Timber Tract

[Signature]  
Commissioner # 4

10-16-00  
Date Signed

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

FILED  
RECORDS SECTION  
COURT CLERK  
00 OCT 23 AM 11:55  
UPSHUR COUNTY, TX.  
BY  
CLERK

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned Loyd Robertson, 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) Willow Oak to 271 opp. 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. 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.

Loyd Robertson  
First Party Signature

2043 CR 3540  
Street or Box

Hawkins, Tex 75765  
City, State and Zip Code

903-769-3621  
Telephone

Dillingham  
Timber Tract

10-13-00  
Date Signed

County Judge

Charles L. ...  
Commissioner 1

Tom ...  
Commissioner 2

...  
Commissioner 3

...  
Commissioner 4

Date Signed

FILED  
REX M. SMITH  
CLERK  
00 OCT 23 AM 11:59  
UPSHUR COUNTY, TX.

Permit issued for a period not to exceed 90 days.

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Bids on Pct #4 Used Equipment  
Mr. Russell Green-Commissioner

300 gal gas tank # 25.<sup>00</sup>

Overhead stand for 300 gal. tank # 15.<sup>00</sup>

Bids submitted by:

Charles M. Price  
2237 Hwy 259 South  
Diana, Tx 75640

Phone:

Mobil: 237-8925

: 645-2323

FILED  
REX A. SIMMONS  
COUNTY CLERK  
00 OCT 23 PM 2:30  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

Monday  
October 16, 2000  
Page 1 of 1

Bid For Property

I, Charley G. Clayton, would like to submit a bid for property being sold by Upshur County. Above mentioned property being a 5 horsepower air compressor. The property identification number for verification is # 001042. I would like to place a bid of \$53.00 on this property.

Charley G Clayton  
(903) 797-2180  
2246 State Highway 155 N  
Gilmer, Texas  
75644

FILED  
REX A SHAW  
COUNTY CLERK  
00 OCT 23 PM 2:30  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**ATTENDANCE SIGN-IN SHEET**  
**LOCATION: UPSHUR COUNTY LIBRARY ANNEX**  
**DATE: 10-23-2000**

1. <i>John Williams</i>	1.
2. <i>Mike Keys</i>	2.
3. <i>[Signature]</i>	3.
4. <i>Joyce Morrison</i>	4.
5. <i>Ann Brown</i>	5.
6. <i>James [Signature]</i>	6.
7. <i>Arnold [Signature]</i>	7.
8. <i>[Signature]</i>	8.
9. <i>[Signature]</i>	9.
10. <i>Jerry Daniel</i>	10.
11. <i>Buck [Signature]</i>	11.
12. <i>[Signature]</i>	12.
13. <i>Wynne Harris</i>	13. <i>Hilmer</i>
14. <i>Carole Henderson LND</i>	14.
15. <i>W. D. [Signature] J.P. #4</i>	15.
16. <i>Billy Rogers Pt 2</i>	16. BY _____
17. <i>Pam [Signature]</i>	17. ✓
18.	18.
19.	19. DEPUTY _____
20.	20.
21.	21.
22.	22.
23.	23.
24.	24.
25.	25.

00 OCT 23 / 11:55

REV. [Signature]  
 COMM. [Signature]