

**UPSHUR COUNTY COMMISSIONERS COURT****GILMER, TEXAS****12-23-92**

Commissioners Court met in special session with all members present.

Motion by David Loyd seconded by Tommy Eatherton to approve the minutes of the two previous meetings. Motion carried.

The closing of Norman Newsome Road was discussed. A letter from the District Attorney, Tim Cone, was placed in the minutes. Motion by Tommy Eatherton seconded by David Loyd to close the road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to post a speed limit of 25 MPH on Condor Road in Pct. #1. Motion carried.

Motion by Tommy Stanley seconded by Tommy Eatherton to accept the resignation of Extension Agent, Cynthia Shattles. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to accept the resignation of County Treasurer Vernon Vick. He recommended the court appoint his chief deputy, Myra Harris. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Eatherton to appoint Myra Harris to the unexpired term of County Treasurer. Others applying for the position were Jack Newsome and Jo Ann Loftis. Motion carried, copy attached.

A letter from Tim Cone stating that he did not want to be re-appointed to the Upshur County Rural Fire Prevention District was presented. The appointment of the members of the board was delayed for the time being.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the payroll for December. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve the payment of the bills now due. Motion carried, copy attached.

A lease agreement between the county and James Crow was presented. This is to lease a building for the Justice of the Peace for Pct. 5 to conduct business. Motion by David Loyd seconded by Tommy Eatherton to accept the lease. Motion carried, copy attached.

Randall Pritchett, with Design Graphics, met with the court to discuss the mapping for the 911 system. He stated that the cost to the taxpayers will be 25% of the total for basic services. All deviations will be an extra charge. The system will be placed at the appraisal district office. Motion by Tommy Eatherton seconded by David Loyd to table this for the next agenda. Motion carried.

Motion by Gaddis Lindsey seconded by Tommy Stanley to approve the permit application of Donald Allen to install a culvert within ROW of Wildwood Road. Motion carried, copy attached.

Motion by David Loyd seconded by Tommy Stanley to approve the permit application of Pritchett Water to install a water line within ROW of Aspen Trail. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Tommy Eatherton to approve the permit application of Goldston Pipeline Co. to make two pipeline crossings on Carnation Road. Motion carried, copy attached.

Motion by Tommy Stanley seconded by Gaddis Lindsey to approve the permit application of Goldston Pipeline Co. to make a pipeline crossing on Snyder Addition Road. Motion carried, copy attached.

Motion by Tommy Eatherton seconded by David Loyd to approve the special road use agreement by William Robertson to haul logs on Persimmon Road. Motion carried, copy attached.


Motion by David Loyd seconded by Tommy Eatherton to approve the special road use agreement by William Robertson to haul logs on Red Maple Road. Motion carried, copy attached.

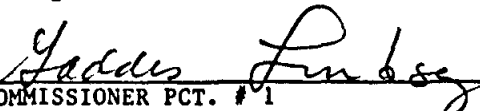
Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the special road use agreement by H & G Logging to haul logs on Armadillo and Cherokee Trace. Motion

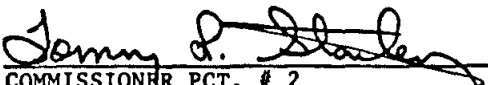
carried, copy attached.

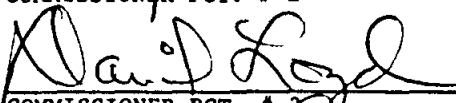
Motion by Tommy Eatherton seconded by Gaddis Lindsey to approve the special road use agreement by Lasco to haul logs on Giraffe Road. Motion carried, copy attached.

Motion by Gaddis Lindsey seconded by Tommy Eatherton to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER PCT. # 1


COMMISSIONER PCT. # 2


COMMISSIONER PCT. # 3


COMMISSIONER PCT. # 4

TIM CONE
CRIMINAL DISTRICT ATTORNEY



TELEPHONE: (903) 843-5513
FAX: 903-843-3661

Criminal District Attorney
405 N. TITUS
UPSHUR COUNTY
GILMER, TEXAS 75644

December 21, 1992

Judge Everett Dean
Commissioner's Court
Post Office Box 730
Gilmer, Texas 75644-0730

Re: Closing of Norman Newsome Rd. in Pct. #4

Dear Judge Dean:

I have reviewed the above referenced matter and it appears to me that if indeed the road has not been maintained for a period of 25 years that it is my opinion that the county needs to make an entry on the minutes of the Court that it is requested that the old public road be closed, that it has not been used or maintained and this action must be by the unanimous votes of all elected commissioners before it can be closed. If this procedure is followed, then it is officially closed. You just need to adequately document the actions in the minutes of the Court. I have provided some excerpts from the County Road and Bridge Act that set out the Authority of the Court in such matters. If you have any further questions regarding this matter, please feel free to contact me.

Thank you for your cooperation and attention.

Sincerely,


Tim Cone

TC/mb

FILED
REX A. SHAW
COUNTY CLERK
92 DEC 23 PM 12:46
UPSHUR COUNTY, TX
BR _____
CLERK

CIVIL STATUTES

TITLE 116—ROADS, BRIDGES, AND FERRIES

WESTLAW Computer Assisted Legal Research

WESTLAW supplements your legal research in many ways. WESTLAW allows you to

- update your research with the most current information
- expand your library with additional resources
- retrieve direct history, precedential history and parallel citations with the Insta-Cite service

For more information on using WESTLAW to supplement your research, see the WESTLAW Electronic Research Guide, which follows the Preface.

CHAPTER TWO—ESTABLISHMENT OF COUNTY ROADS

Article	Article
6702-1. County Road and Bridge Act.	6702-3. Contracts for joint payment of expenses of road construction and improvement.
6702-2. Contracts for Expenses of Extending Farm-to-Market Road.	6711b to 6716-1. Repealed.
6702-3. County improvement of subdivision roads in unincorporated areas.	

Cross References

Contracts with federal government for joint improvements in counties of 230,000 to 250,000, construction of roads, bridges and other county see V.T.C.A. Local Government Code, § 270.005.

Art. 6702. Repealed by Acts 1983, 68th Leg., p. 1526, ch. 283, § 2, eff. Sept. 1, 1983

Historical and Statutory Notes

See, now, art. 6702-1, § 2.001.

Art. 6702-1. County Road and Bridge Act

CHAPTER 1. GENERAL PROVISIONS

Short Title

Sec. 1.001. This Act may be cited as the County Road and Bridge Act.

CHAPTER 2. POWERS OF COMMISSIONERS COURT

SUBCHAPTER A. CREATING OR DISCONTINUING ROADS

Public Roads

Sec. 2.001. Public roads and highways that have not been discontinued but have been laid out and established according to law are declared to be public roads.

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REX A. SHAW
COUNTY CLERK

52 DEC 23 PM 12:45

EX-100-1X

Art. 6702-1

ROADS, BRIDGES, & FERRIES
Title 116

Court Authority

Sec. 2.002. (a) The commissioners court shall:

(1) order that public roads be laid out, opened, discontinued, closed, abandoned, vacated, or altered except that:

(A) a public road may not be discontinued until a new road designated by the commissioners court as a replacement road is ready to replace it;

(B) a public road may not be closed, abandoned, and vacated, nor may it be altered except to shorten the distance from end to end, unless the action to be taken be by unanimous vote of all elected commissioners; and

(C) an entire first-class or second-class road may not be discontinued, closed, or abandoned except on vacation or nonuse for a period of three years; and

(2) assume control of streets and alleys in all cities and incorporated towns that have no active de facto municipal government.

(b) The commissioners court may:

(1) make and enforce all reasonable and necessary rules and orders for the construction and maintenance of public roads except as prohibited by law;

(2) hire the labor and purchase the machinery and equipment needed to construct and maintain public roads; and

(3) use any necessary material most convenient to build, repair, or maintain public roads regardless of the location or extent of the material.

(c) Under the following procedure, the commissioners court may condemn the material necessary to build, repair, or maintain public roads, but only if the owner of the material rejects what the court determines to be a fair price:

(1) commissioners appointed by the court to condemn the materials shall hold a hearing and fix a fair and reasonable value for the material based on the current method for pricing or valuing the material;

(2) compensation awarded by the commissioners for material shall be paid to the owner or deposited with the county treasurer to the credit of the owner, and when so paid or deposited the county shall have the right to enter on and use the material; if the owner or the county is not satisfied with the compensation awarded, the owner or the county may appeal as in condemnation cases; and

(3) the commissioners appointed to condemn the property are entitled to receive \$2 for each day they may be involved in condemning the material involved, to be paid out of the same fund from which payment is made for materials on the order of the commissioners court.

(d) If material is needed for the general system of county highways, payment shall be made from the road and bridge fund or from the proceeds of any county issue of bonds. If material is to be used for the benefit of any defined district or political subdivision of the county, the cost of the material shall be paid from that district or subdivision's funds arising through the sale of bonds or the collection of special taxes.

(e) If a commissioners court, acting either upon the request of one or more parties or on its own initiative, by order closes, abandons, and vacates a public road or part thereof, no property owner shall be entitled to enjoin the entry or enforcement of said order unless the property owner might otherwise be entitled to said injunctive relief because the property of such owner abuts the portion of the road being closed, abandoned, and vacated or because ingress or egress to such owner's property is only available by use of said portion of the subject road; provided, however, this subsection shall not deprive a property owner whose property abuts the subject road at a point other than the portion of the road being closed, abandoned, and vacated of any right to seek damages, if any, proximately caused by any depreciation in the value of the owner's property or by any impairment of the owner's right of ingress and egress to the owner's property. Title to the public road or part thereof that is closed, abandoned, and vacated and that abuts an owner's property, to the center line of the road, vests, on the date the order is signed by the county judge, in such abutting property owner. A copy of the order shall be filed of record in the deed records of the county and shall act as the official instrument of conveyance from the county to the abutting property owner.

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ROADS, BRIDGES, & FERRIES
Title 116

(f) As used in this subchapter:
(1) "Discontinue" means to discontinue;
(2) "Abandon" means to relinquish;
(3) "Vacate" means to terminate the commissioners court of a county.

Applying For

Sec. 2.003. (a) Citizens may apply presenting to the commissioners court:

(1) eight landowners in the precinct existing road; or

(2) one landowner in the precinct if

(b) The petition must specify the road or a road to be discontinued.

(c) Before the commissioners court described by Subsection (a) of this act intent to apply by a written advertising and at two other places in the vic

Laying Out

Sec. 2.004. (a) New roads ordered jury of view, appointed by the court, order the cooperation of the county describe the road to the greatest a containing the field notes, survey or the next term of the court.

(b) When juries of view are appointed to the sheriff duplicate copies of the day the appointment was made, and sheriff shall serve the order on each appointee's usual place of abode. 20th day after the day he receives the duplicate copies, stating the date a make the service. Any person who perform the service required of him failure the sum of \$10, to be recovered by the attorney in the name of the county

(c) The jurors shall first take the order to us directed from the common affection, malice or hatred, to the

(d) The jury shall issue a written notice the road or when they will assess the road may run, not later than the first is a nonresident of the county, the published in the county. The notice weeks, and the road may be established publishing shall be paid as directed

(e) At the time stated in the notice the jury a written statement of the the road, and the jury shall process the claimant's statement with its and orders the road to be opened jury and the claimant's statement compensation for the land taken secured by special deposit with the

(f) As used in this subchapter, the following definitions shall apply:

(1) "Discontinue" means to discontinue the maintenance of a public road.

(2) "Abandon" means to relinquish the public's right of way in and use of a public road.

(3) "Vacate" means to terminate the existence of a public road by direct action of the commissioners court of a county.

Applying For New Roads or Road Changes

Sec. 2.003. (a) Citizens may apply for a new road or a change in an existing road by presenting to the commissioners court a petition signed by:

(1) eight landowners in the precinct if the request is for a new road or to discontinue an existing road; or

(2) one landowner in the precinct if the request is for a change in a road.

(b) The petition must specify the beginning and termination points of a proposed new road or a road to be discontinued.

(c) Before the commissioners court may grant an order based on an application described by Subsection (a) of this section, the applicants must first give notice of their intent to apply by a written advertisement of their intent posted on the courthouse door and at two other places in the vicinity of the route affected for at least 20 days.

Laying Out New Roads by Jury of View

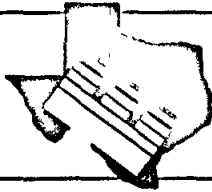
Sec. 2.004. (a) New roads ordered by the commissioners court must be laid out by a jury of view, appointed by the court and consisting of five landowners. The court may order the cooperation of the county surveyor. The jury of view shall lay out, survey, and describe the road to the greatest advantage of the public and make a written report containing the field notes, survey or description of the road, and the jury's proceedings to the next term of the court.

(b) When juries of view are appointed, the clerk of the court shall make out and deliver to the sheriff duplicate copies of the appointing order not later than the 10th day after the day the appointment was made, endorsing on those copies the date of the order. The sheriff shall serve the order on each juror in person or by leaving one of the copies at the appointee's usual place of abode. The sheriff shall make the service not later than the 20th day after the day he receives the copies and shall make his return to the clerk on the duplicate copies, stating the date and manner of service or the cause of his failure to make the service. Any person summoned as a juror of view who fails or refuses to perform the service required of him by law as a juror forfeits and shall pay for each failure the sum of \$10, to be recovered by judgment on motion of the district or county attorney in the name of the county.

(c) The jurors shall first take the following oath: "I, _____, do solemnly swear that I will lay out the road now directed to be laid out by the order to us directed from the commissioners court, according to law, without favor or affection, malice or hatred, to the best of my skill and knowledge. So help me God."

(d) The jury shall issue a written notice of the time when they will proceed to lay out the road or when they will assess the damages incidental to the opening of the road. The notice shall be served on each landowner, his agent, or attorney, through whose land the road may run, not later than the fifth day before the day set in the notice. If the owner is a nonresident of the county, the notice may be given by publication in a newspaper published in the county. The notice must be published once a week for four consecutive weeks, and the road may be established after four weeks' publication. The cost of publishing shall be paid as directed by the judgment of the court.

(e) At the time stated in the notice or previous to that time, the owner may present to the jury a written statement of the damages claimed by him, incidental to the opening of the road, and the jury shall proceed to assess the damages, returning its assessment and the claimant's statement with its report. If the commissioners court approves the report and orders the road to be opened, it shall consider the assessment and damages by the jury and the claimant's statement and allow to the owner just damages and adequate compensation for the land taken. When the damages and compensation are paid or secured by special deposit with the county treasurer to the credit of the owner and after



**Texas
Agricultural
Extension
Service**

The Texas A&M University System

P. O. Box 730
Gilmer, Texas 75644-0730
(903) 843-3083

December 15, 1992

County Judge Everett Dean
P.O.Box 790
Gilmer, Texas 75644

Dear Judge Dean:

This letter will serve as my resignation as County Extension Agent-Home Economics for Upshur County effective January 22, 1993. I will be transferring to the same position in Perryton, Texas for Ochiltree County to begin work on January 25.

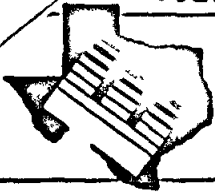
I appreciate the support you have given to the office and your personal support of me. I have enjoyed the 18 years of service here, the people, and I hope the I have made a difference while I was in the county.

Sincerely,

Cynthia Shattles

Cynthia Shattles
County Extension Agent-Home Economics
Upshur County

cc: Sue Farris
Tony Douglas



Texas
Agricultural
Extension
Service

The Texas A&M University System

P. O. Box 730
Gilmer, Texas 75644-0730
(903) 843-3083

December 15, 1992

To the Upshur County Commissioners Court:

This letter will serve as my resignation as County Extension Agent-HE for Upshur County effective January 22, 1993. I will transfer to the same position in Ochiltree County on January 25, 1993.

I have enjoyed working with and for the citizens of Upshur County. The county is a wonderful place to work and live. I hope that their lives have been improved and enriched because of the educational programs I presented.

Sincerely,

Cynthia Shattles

Cynthia Shattles
County Extension Agent-Home Economics
Upshur County

cc: Sue Farris
Tony Douglas

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REX A. SHAW
COUNTY CLERK
92 DEC 23 PM 12:34
UPSHUR COUNTY, TX.
BY _____
DEPUTY

VOL 29 PG 927

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COUNTY CLERK

92 DEC 23 PM 12:46

UPSHUR COUNTY, TX.

BY _____
DEPUTY

VERNON VICK
COUNTY TREASURER
UPSHUR COUNTY
GILMER, TEXAS

December 09, 1992

Upshur County Commissioners Court

Gentlemen,

I regret to inform you that December 31, 1992, will be my last day as County Treasurer. My doctor told me that retirement was to my best interest for a normal, healthy life.

I have enjoyed working with each of you, and I think as a team, we have done a good job for Upshur County.

I know it is your job to appoint a replacement for my unexpired term, but I would like to make a recommendation to the Court. I think my chief deputy, Myra Harris, is the best qualified person available. She has worked for me seven years, for a total of eleven years with the County. She has worked closely with me on investments, and every other duty performed by the office, and she has worked with the computer system since its installation in 1983.

Again, I would like to say how much I have enjoyed working with you, individually, and as a Court.

Respectfully Submitted,

Vernon Vick

Vernon Vick
Upshur County Treasurer

c.c./file

VOL 39 PG 928

VERNON VICK
COUNTY TREASURER
UPSHUR COUNTY
GILMER, TEXAS

12-16-92

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REX A. SHAW
COUNTY CLERK

92 DEC 23 PM 12:35

UPSHUR COUNTY, TX.

BY _____
DEPUTY

UPSHUR COUNTY COMMISSIONERS COURT

GENTLEMEN,

AS YOU ARE CONSIDERING A REPLACEMENT FOR THE NOW RETIRING COUNTY TREASURER, I WOULD LIKE TO APPLY FOR THE POSITION. PLEASE REMEMBER MY WORK EXPERIENCE AND KNOWLEDGE OF THE COMPUTER SYSTEM. I WOULD WORK HARD TO KEEP THE GOOD RELATIONSHIP WITH YOU AND EACH COUNTY OFFICE.

SINCERELY YOURS,

Myra Harris
MYRA HARRIS

cc: EVERETT DEAN, COUNTY JUDGE
GADDIS LINDSEY, COMMISSIONER PCT#1
TOMMY L. STANLEY, COMMISSIONER PCT#2
DAVID LOYD, COMMISSIONER PCT#3
TOMMY EATHERTON, COMMISSIONER PCT#4

UPSHUR COUNTY

RETURN TO THE COUNTY TREASURER'S OFFICE
(PLEASE PRINT PLAINLY)Date 12-16-92

PERSONAL

Name MYRA HARRIS Social Security # 451-90-9725
 Present Address Rt. 5, Box 574 Telephone # 903-797-6897
 City Gilmer, State Texas Zip 75644

Are you an American Citizen or legally eligible for employment in the U.S.A.? Yes ☒ No ☐ (If yes, verification will be required.)Are you of the legal age to work? Yes Were you previously employed by us? ☒ If yes, when? NowPosition(s) applied for County TREASURER Department(s) requested TREASURERWhat date would you be eligible for work if you application is considered favorably? Now / JAN. 1, 1993

List any experiences, skills or other qualifications which will be of special benefit in the job or Department for which you are applying?

Worked on
THE main Computer System (at House & J Co) since 1983, Worked on
Self-funding Insurance programs (enrollments, drafts etc) Investments
& Debt Services for County.

Specialized Skills (Check Skills/Equipment Operated):

<input checked="" type="checkbox"/> CRT	<input checked="" type="checkbox"/> Calculator	<input type="checkbox"/> Lotus 1-2-3	Production/Mobile Machinery (list):	Other (list):
<input checked="" type="checkbox"/> PC	<input checked="" type="checkbox"/> Typewriter	<input checked="" type="checkbox"/> Wordperfect	_____	_____
<input checked="" type="checkbox"/> Fax	<input type="checkbox"/> PBX System	<input type="checkbox"/> First Choice	_____	_____

EDUCATION

School	Name & Address of School	Course of Study	Years Completed	Did You Graduate?	List Diploma or Degree
Elementary	<u>GLADEWATER</u>	<u>N/A</u>		Yes No	<u>N/A</u>
High	<u>NEW DIANA HIGH School</u> <u>Diana, Tx 75640</u>	_____		Yes No	_____
College	_____	_____		Yes No	_____
Other (Specify)	<u>work shops thru County</u>	_____		Yes No	_____

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 COUNTY CLERK
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 DEPUTY
 No

CERTIFICATES AND LICENSES

List here any special Licenses and/or Certificates that you wish to have considered for this job. List what agency issued you this License/Certificate and the date you received them: Treasurers' Association Certificate from

V.H. Young Institute, A & M, Several others from Workshops.

EMPLOYMENT HISTORY

List below present and past employment, beginning with your most recent employer.

1. Name and Address of Company Upshur County
 Type of Business Local Government Supervisor Supervisor Vernon Vick Telephone 903-843-3083
 Employed from 2-11-81 to present Starting salary \$627.80 Ending salary 1,292.40
 Reason for Leaving N/A BASE
 Describe the work you did: Accts Payable, revenues, investments, computer, work comp, TWS, payroll etc; debt service (foul, COS etc)
2. Name and Address of Company _____
 Type of Business _____ Supervisor _____ Telephone _____
 Employed from _____ to _____ Starting salary _____ Ending salary _____
 Reason for Leaving _____
 Describe the work you did: _____
3. Name and Address of Company _____
 Type of Business _____ Supervisor _____ Telephone _____
 Employed from _____ to _____ Starting salary _____ Ending salary _____
 Reason for Leaving _____
 Describe the work you did: _____
4. Name and Address of Company _____
 Type of Business _____ Supervisor _____ Telephone _____
 Employed from _____ to _____ Starting salary _____ Ending salary _____
 Reason for Leaving _____
 Describe the work you did: _____

I hereby give permission to contact the employers listed above concerning my prior work experience.

Signed Doripa Harris

If there is a particular employer(s), you do not wish us to contact, please indicate which one(s). _____

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 REVA SHAW
 COUNTY CLERK
 UPCHUR COUNTY, TX
 BY
 DEPUTY

JACK P. NEWSOM
Route 1, Box 24
Ore City, Texas 75683
(903) 968-8692

VOL 39 PG 933

OBJECTIVE: Seeking the position of UPSHUR COUNTY
TREASURER.

EXPERIENCE: November, 1991 to June, 1992

THIOKOL CORPORATION, Marshall, Texas.
Contract operator of Longhorn Army Ammunition
Works that produces flares, hand held signals,
and large illumination devices.

Accountant/Financial Analyst: Duties involved
the tracking of product line activity for pro-
gram managers and producing unit cost, manpower
and subassembly monthly reports. Special assign-
ments were to audit the accounts payable and
cost accounting sections for a yearly required
government procedure compliance. Reporting was
done on a personal computer using LOTUS 1-2-3
and EXCEL software.

February, 1981 to September, 1991

LONE STAR STEEL COMPANY, Lone Star, Texas.
Manufacturer of oil country tubular goods,
flat-rolled and specialty tubing products.

Mill Staff Accountant: Primary duties involved
all fixed asset accounting and project tracking
and accounting. Other duties included general
ledger and accounts payable accounting. Special
assignments required interfacing with payroll,
engineering, purchasing, computer operations,
and serving as the plant telecommunications
coordinator. Accounting and reporting were
done on a personal computer using LOTUS 1-2-3
and MULTIMATE word processing software. I
converted a manual fixed asset record keeping
system to a IBM AS/400 system.

January, 1980 to January, 1981

W.O. MEDLIN & ASSOCIATES, Longview, Texas.
Oil and Gas Consultant.

General Office Manager: Duties included all
accounting and personnel functions.

September, 1978 to December, 1979

PRESTON STATE BANK, Dallas, Texas.
Banking and major credit card services.

Marketing Supply Representative: Duties
involved providing forms and equipment to all
credit card customers.

Page 2

Newsom, Jack P.

EDUCATION: UNIVERSITY OF TEXAS AT TYLER, Tyler, Texas.
MBA candidate having completed twelve hours of graduate studies and six hours of intermediate accounting as an undergraduate.
GPA of 3.0 for graduate studies.

UNIVERSITY OF TEXAS AT ARLINGTON, Arlington, Texas.
B.B.A. - Management, 1976-1978. GPA 3.35.

KILGORE COLLEGE, Kilgore, Texas.
A.S. - Business, 1974-1976. GPA 2.94/3.0 scale.
Phi Theta Kappa - Honorary Society.

ORE CITY HIGH SCHOOL, Ore City, Texas.
Graduate, 1970-1974. Valedictorian.

INTERESTS: Active member of the First United Methodist Church of Ore City, former Chairman of the Administrative Board, former Chairman of the Council of Ministries and former Lay Leader.

Co-Executive Director of the Miss Lake O' The Pines Scholarship Pageant for the past twelve years.

Member of the Board of Directors for the State Association of Local Miss Texas Scholarship Pageants for the past four years and involved in the creation and conduct of the Miss Teen Texas Scholarship Pageant for the past two years. Elected to the office of Secretary in January, 1992.

Notary Public and member of the National Notary Association for the past six years.

SALARY RANGE: \$22,500.00 Negotiable

DEPUTY

DEPUTY CLERK

92 DEC 23 PM 12:36

FILED
REX A SHAW
COUNTY CLERK

PERSONAL REFERENCES
(Not Former Employees or Relatives)

Name Loris Yocom Address Rt 5, Gilmer, Tx
Occupation Retired from Lone Star Steel Phone Number 797-6898

Name Nellie Plummers Address Rt 1, Deana, Tx 75640
Occupation Florist Phone Number 663-968-3113 Business

Name ISSAC Chaffin Address Rt. 2, Deana, TX 75640
Occupation Walnut Creek Pastor Phone Number 903-968-6228

The facts set forth in my application for employment are true and complete. I understand that if employed, any false statement on this application may result in my dismissal. I further understand that this application shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice, and the County retains the right to terminate any employee at any time, according to the guidelines set in the personnel policy.

Triguna Harris
Signature of Applicant

FILED
REX A. SHAW
COUNTY CLERK
92 DEC 23 PM 12:35
DEPT. 3 DEPT. 11, TX
BY _____
DEPUTY

VOL 39 PG 932

December 16, 1992

Jack P. Newsom
Route 1, Box 24
Ore City, TX 75683
(903) 968-8692

The Honorable Everett Dean
County Judge of Upshur County
P.O. Box 790
Gilmer, TX 75644

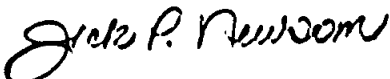
Dear Judge Dean,

The report in the Gilmer Mirror of the retirement of our county treasurer, Mr. Vernon Vick, was sad news in that our county would be losing a very effective public official.

I am submitting my resume for consideration by the County's Commissioner Court for appointment to his office for the remaining two years of his term. I feel that my education, prior work experience and leadership in local community activities would make me an excellent candidate for this important position.

My background includes a BBA in management, over ten years of accounting involving large and small computer systems, leadership in my community and being a lifelong county resident. I will make myself available for a personal interview at any time to your convenience.

Sincerely yours,



Jack P. Newsom

Enclosure

JPN:jpn

UPSHUR COUNTY

RETURN TO THE COUNTY TREASURER'S OFFICE
(PLEASE PRINT PLAINLY)Date 12-21-92

PERSONAL

Name Jo Ann Loftis Social Security # 456-58-3578
Present Address P. O. Box 642 Telephone # 903-725-5508
City Gilmer State Tx. Zip 75644
Are you an American Citizen or legally eligible for employment in the U.S.A.? Yes X No (If yes, verification will be required.)
Are you of the legal age to work? Yes Were you previously employed by us? Yes If yes, when? Present
Position(s) applied for County Treasurer Department(s) requested
What date would you be eligible for work if you application is considered favorably? 1-1 19 93

List any experiences, skills or other qualifications which will be of special benefit in the job or Department for which you are applying?

County employee for 11 plus years. Know all county employees and have taken commissioners
court minutes for years so know county routine.

Specialized Skills (Check Skills/Equipment Operated):

<input checked="" type="checkbox"/> CRT	<input checked="" type="checkbox"/> Calculator	<u>Lotus 1-2-3</u>	Production/Mobile Machinery (list):	Other (list):
<input checked="" type="checkbox"/> PC	<input checked="" type="checkbox"/> Typewriter	<input checked="" type="checkbox"/> Wordperfect	<u> </u>	<u> </u>
<input checked="" type="checkbox"/> Fax	<input checked="" type="checkbox"/> PBX System	<u>First Choice</u>	<u> </u>	<u> </u>

EDUCATION

School	Name & Address of School	Course of Study	Years Completed	Did You Graduate?	List Diploma or Degree
Elementary	<u> </u>	<u>N/A</u>		Yes No	<u>N/A</u>
High	<u>Union Grove</u>	<u>General</u>		Yes No	<u>Yes</u>
College	<u>Tyler Jr. and Kilgore Jr. College</u>	<u>Accounting</u>		Yes No	<u>Yes</u>
Other (Specify)	<u> </u>	<u> </u>		Yes No	<u>No</u>

92 DEC 23 PM 12:38
FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX
DEPUTY

CERTIFICATES AND LICENSES

List here any special Licenses and/or Certificates that you wish to have considered for this job. List what agency issued you this License/Certificate and the date you received them: _____

EMPLOYMENT HISTORY

List below present and past employment, beginning with your most recent employer.

1. Name and Address of Company Upshur County
Type of Business _____ Supervisor Rex A. Shaw Telephone 843-3083
Employed from 1980 to 1992 Starting salary _____ Ending salary 1,193.40
Reason for Leaving Presently employed
Describe the work you did: _____
2. Name and Address of Company University of Texas Health Center
Type of Business Hospital Supervisor No longer there Telephone _____
Employed from 1975 to 1980 Starting salary _____ Ending salary 1,200.00
Reason for Leaving Wanted to work closer to home
Describe the work you did: Supervisor Pulmonary Physical Therapy Dept. This Dept. has since been deleted.
3. Name and Address of Company Gilmer Hospital - Old Hospital
Type of Business Hospital Supervisor Glenn Bunn Telephone _____
Employed from 1970 to 1974 Starting salary Don't remember Ending salary _____
Reason for Leaving Illness of Child
Describe the work you did: _____
4. Name and Address of Company _____
Type of Business _____ Supervisor _____ Telephone _____
Employed from _____ to _____ Starting salary _____ Ending salary _____
Reason for Leaving _____
Describe the work you did: _____

I hereby give permission to contact the employers listed above concerning my prior work experience.

Signed *John Ann Latta*

If there is a particular employer(s), you do not wish us to contact, please indicate which one(s). _____

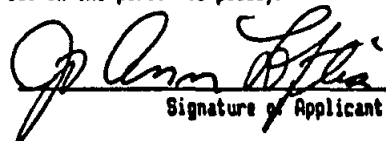
PERSONAL REFERENCES
(Not Former Employees or Relatives)

Name Tim Cone Address 405 N. Titus, Gilmer
Occupation District Attorney Phone Number 843-5513

Name Wayne Toliver Address Box 969, Gilmer, Tx.
Occupation Attorney Phone Number 843-2513

Name Steve Murray Address 1800 Greenway, Gilmer, Tx.
Occupation Funeral Director Phone Number 843-3328

The facts set forth in my application for employment are true and complete. I understand that if employed, any false statement on this application may result in my dismissal. I further understand that this application shall not constitute nor be deemed a contract or promise of employment. Employees remain free to resign their employment at any time for any or no reason, without notice, and the County retains the right to terminate any employee at any time, according to the guidelines set in the personnel policy.


Signature of Applicant

VOL 39 PG 938.

December 21, 1992

Judge Dean and County Commissioners:

Please consider this my application for the position of County Treasurer which will be vacated at the end of this year by Mr. Vernon Vick.

The reasons I think I should be considered are that when Mr. Vick ran for this office the first time, I was in a run off election with him and I received almost as many votes as he did. There are many people in the county who supported me then and will support me again when I run for this position.

Also, I have been a county employee for over 11 years and get along well with all departments in the county. As you know, I presently work in the County Clerk's Office and while this is not the Treasurer's Office, I have a working knowledge of their office procedures and will attend all seminars, meetings and schools that will help me become certified.

I think I am capable of handling this position and would appreciate your consideration.

Thank You,

Jo Ann Loftis

FILED
REX A. SHAW
COUNTY CLERK
92 DEC 23 PM 12:38
DEPT. A. & M. TX.
BY _____
DEPUTY

TIM CONE
CRIMINAL DISTRICT ATTORNEY



Criminal District Attorney
405 N. TITUS
UPSHUR COUNTY
GILMER, TEXAS 75644

VOL 39 PG 939

FILED
REX A. SHAW
COUNTY CLERK
TELEPHONE: (903) 843-5513
FAX: 903-843-3661

92 DEC 23 PM 12:34

UPSHUR COUNTY, TX.

BY _____ DEPUTY

December 17, 1992

Upshur County Commissioners Court
Upshur County Courthouse
Gilmer, Texas 75644

RE: Upshur County Rural Fire
Prevention District #1

Dear Commissioners and Judge Dean:

As you know my term on the Upshur County Rural Fire Prevention District #1 Board of Directors expires December 31, 1992. Please be advised that I do not wish to be re-appointed to serve on the Fire Board. I have enjoyed serving the community in this capacity and stand ready to assist the Board in anyway I can in the future. I think it would be a good idea for some "new blood" to have this opportunity.

Thank you for your attention and cooperation.

Sincerely,


Tim Cone

TC/tr

CHECK	Check Date	PAYROLL DATE	Issued to.....	NET PAY .	DD	STATUS
53826-PCA	12/23/92	12/23/92	GREEN, EDESEL DEE JR	144 89	N	
53995-PCA	12/23/92	12/23/92	DEAN, CHARLES EVERETT	2,079 08	N	
53996-PCA	12/23/92	12/23/92	JOHNSON, BOBBIE EVELYN	1,148 45	N	
53997-PCA	12/23/92	12/23/92	CAIN, DERONDA KAYE	974 22	N	
53998-PCA	12/23/92	12/23/92	LOFTIS, JO ANN	852 78	N	
53999-PCA	12/23/92	12/23/92	MORRIS, ADDIE RENE	938 24	N	
54000-PCA	12/23/92	12/23/92	SHAW, REX AUDENE	1,505 83	N	
54001-PCA	12/23/92	12/23/92	LOYD, DANNY MICHAEL	1,179 00	N	
54002-PCA	12/23/92	12/23/92	COX, MARY ROSE	960 67	N	
54003-PCA	12/23/92	12/23/92	PALMER, LINDA S	818 60	N	
54004-PCA	12/23/92	12/23/92	FORE, SHIRLEY C	2,023 31	N	
54005-PCA	12/23/92	12/23/92	STECALL, WILLA	278 14	N	
54006-PCA	12/23/92	12/23/92	WHITESIDE, RUTH TYSON	1,131 26	N	
54007-PCA	12/23/92	12/23/92	GREEN, RHONDA Y	832 67	N	
54008-PCA	12/23/92	12/23/92	HAMBERLIN, FRANKIE M	897 91	N	
54009-PCA	12/23/92	12/23/92	JONES, CAROLYN SUE	905 74	N	
54010-PCA	12/23/92	12/23/92	PILCHER, JEAN S	790 24	N	
54011-PCA	12/23/92	12/23/92	RAY, HORACE ANDY	1,518 74	N	
54012-PCA	12/23/92	12/23/92	MOORE, BARBARA L	746 57	N	
54013-PCA	12/23/92	12/23/92	PERRY, CAROLYN JO	980 06	N	
54014-PCA	12/23/92	12/23/92	RAY, WILLIAM WALTON	1,133 95	N	
54015-PCA	12/23/92	12/23/92	SMITH, NADRA CITA	783 54	N	
54016-PCA	12/23/92	12/23/92	COSTON, GORMAN	721 07	N	
54017-PCA	12/23/92	12/23/92	CHASTEEN, W S	830 48	N	
54018-PCA	12/23/92	12/23/92	TURNER, GASTEL	196 98	N	
54019-PCA	12/23/92	12/23/92	CROW, JAMES A	749 82	N	
54020-PCA	12/23/92	12/23/92	SPURSON, MARY DELL	1,555 84	N	
54021-PCA	12/23/92	12/23/92	JONES, EVELYN D	1,504 80	N	
54022-PCA	12/23/92	12/23/92	KIMBOUGH, TERESA A.	1,503 00	N	
54023-PCA	12/23/92	12/23/92	NISBETT, ROBERT S	2,740 25	N	
54024-PCA	12/23/92	12/23/92	ROSS, TERPI LYNN	1,541 62	N	
54025-PCA	12/23/92	12/23/92	EAST, KAREN A	973 69	N	
54026-PCA	12/23/92	12/23/92	FLIPPO, DONA	1,838 65	N	
54027-PCA	12/23/92	12/23/92	HARRIS, MYRA NELL	888 90	N	
54028-PCA	12/23/92	12/23/92	HOWELL, LINDA LOUISE	883 38	N	
54029-PCA	12/23/92	12/23/92	STEELMAN, KARMEN CITA	460 04	N	
54030-PCA	12/23/92	12/23/92	VICK, THOMAS VERNON	1,675 16	N	
54031-PCA	12/23/92	12/23/92	BOWDEN, CLAUDENE	712 98	N	
54032-PCA	12/23/92	12/23/92	DAVIS, SHERRY R	749 56	N	
54033-PCA	12/23/92	12/23/92	DAVIS, LAVADA M	977 77	N	
54034-PCA	12/23/92	12/23/92	FAILS, PATSY M	788 10	N	
54035-PCA	12/23/92	12/23/92	HOLLOWAY, BARBARA J	961 44	N	
54036-PCA	12/23/92	12/23/92	HUTCHINS, WANDA L	772 12	N	
54037-PCA	12/23/92	12/23/92	MAYHAN, BEVERLY G	1,007 73	N	
54038-PCA	12/23/92	12/23/92	MOORE, SHARON-DEELEE	405 89	N	
54039-PCA	12/23/92	12/23/92	PITTMAN, JUNIOR L	251 20	N	
54040-PCA	12/23/92	12/23/92	SMITH, MICHAEL LOYD	1,589 40	N	
54041-PCA	12/23/92	12/23/92	WEBB, TERRI L	740 01	N	
54042-PCA	12/23/92	12/23/92	ROEDER, RAYMOND R	1,151 09	N	
54043-PCA	12/23/92	12/23/92	SMITH, BAFNEY GRANT	962 79	N	
54044-PCA	12/23/92	12/23/92	MOLT, ONIE JR	827 07	N	
54045-PCA	12/23/92	12/23/92	BARTON, BOBBY G	726 99	N	

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CHECK.....	Check Date	PAYROLL DATE	Issued to	NET PAY..	DD	STATUS.
54046-PCA	12/23/92	12/23/92	HENSON, CLODDIE D	726 37	N	
54047-PCA	12/23/92	12/23/92	JENKINS, STANLEY EUGENE	696 26	N	
54048-PCA	12/23/92	12/23/92	ALFORD, JOHN MATTHEW	1,251 63	N	
54049-PCA	12/23/92	12/23/92	BENCE, RONALD DALE	1,218 38	N	
54050-PCA	12/23/92	12/23/92	BETTERTON, ANTHONY SCOTT	1,415 06	N	
54051-PCA	12/23/92	12/23/92	BURRIS, KAY LYNN	1,329 20	N	
54052-PCA	12/23/92	12/23/92	BURRIS, RANDY DAVID	1,206 00	N	
54053-PCA	12/23/92	12/23/92	CROMLEY, ROBERT ALLEN	1,337 61	N	
54054-PCA	12/23/92	12/23/92	CROSS, RICHARD D.	1,520 06	N	
54055-PCA	12/23/92	12/23/92	FORTSON, LARRY WAYNE	1,347 68	N	
54056-PCA	12/23/92	12/23/92	JORDAN, MURRAY K.	1,527 38	N	
54057-PCA	12/23/92	12/23/92	KUHN, JERRY LYNN	1,306 41	N	
54058-PCA	12/23/92	12/23/92	MAYFIELD, KENNETH MURL	1,208 44	N	
54059-PCA	12/23/92	12/23/92	NORMAN, SELTON RONALD	1,320 11	N	
54060-PCA	12/23/92	12/23/92	SANDERS, BOBBY NEAL	1,422 85	N	
54061-PCA	12/23/92	12/23/92	SEWELL, LARRY W.	997 99	N	
54062-PCA	12/23/92	12/23/92	WESSON, PAMELA JOY	869 72	N	
54063-PCA	12/23/92	12/23/92	WHORTON, PAULA NANETTE	951 73	N	
54064-PCA	12/23/92	12/23/92	YOUNG, LELAND WAYNE	441 67	N	
54065-PCA	12/23/92	12/23/92	BARBER, B DARLENE	1,058 29	N	
54066-PCA	12/23/92	12/23/92	BEAN, ELIZABETH M.	971 21	N	
54067-PCA	12/23/92	12/23/92	BETTERTON, NANCY LYN	1,484 70	N	
54068-PCA	12/23/92	12/23/92	COOK, JOHN RUBIN	969 81	N	
54069-PCA	12/23/92	12/23/92	DECUIR, JAMES A.	1,064 85	N	
54070-PCA	12/23/92	12/23/92	EDWARDS, SANDRA D	997 49	N	
54071-PCA	12/23/92	12/23/92	FENNELL, SHERRY L.	991 49	N	
54072-PCA	12/23/92	12/23/92	GRISWOLD, JAMES E.	1,080 57	N	
54073-PCA	12/23/92	12/23/92	GRUNDEN, JULIE F.	1,050 67	N	
54074-PCA	12/23/92	12/23/92	HAYS, SHELIA R	1,050 05	N	
54075-PCA	12/23/92	12/23/92	HELLENSTILL, RAY B.	962 74	N	
54076-PCA	12/23/92	12/23/92	JENKINS, STANLEY E	1,061 48	N	
54077-PCA	12/23/92	12/23/92	LINGLE, JOSEPH RICHARD JR	1,059 38	N	
54078-PCA	12/23/92	12/23/92	MARSHALL, ELDORA	283 40	N	
54079-PCA	12/23/92	12/23/92	MATHIS, ALICE FAYE	736 93	N	
54080-PCA	12/23/92	12/23/92	MOORE, JERRY A	1,066 76	N	
54081-PCA	12/23/92	12/23/92	MURPHY, MADRA H.	1,041 38	N	
54082-PCA	12/23/92	12/23/92	ROBINSON, BARBARA GALE	1,036 63	N	
54083-PCA	12/23/92	12/23/92	ROBINSON, DONNA G	1,081 65	N	
54084-PCA	12/23/92	12/23/92	SALOIS, GEORGE CARL	1,044 23	N	
54085-PCA	12/23/92	12/23/92	WALKER, DIANE	752 55	N	
54086-PCA	12/23/92	12/23/92	MITCHELL, RONNIE GENE	2,072 24	N	
54087-PCA	12/23/92	12/23/92	TOMLIN, NORMA C.	1,453 63	N	
54088-PCA	12/23/92	12/23/92	WYLLIE, MILTON J	1,522 40	N	
54089-PCA	12/23/92	12/23/92	BILLINGSLEY, BILLY W	1,076 90	N	
54090-PCA	12/23/92	12/23/92	EDWARDS, GENERAL LEE	688 66	N	
54091-PCA	12/23/92	12/23/92	HANSON, ROY DEAN	1,128 92	N	
54092-PCA	12/23/92	12/23/92	LINDSEY, GADDIS M	1,845 67	N	
54093-PCA	12/23/92	12/23/92	ROBERTSON, OSCAR	835 86	N	
54094-PCA	12/23/92	12/23/92	SMITH, EDDIE J	1,089 76	N	
54095-PCA	12/23/92	12/23/92	STOKER, JAMES LOUIS	1,314 55	N	
54096-PCA	12/23/92	12/23/92	TACOTT, RUSSELL JUNIOR	380 63	N	
54097-PCA	12/23/92	12/23/92	WARREN, DONALD C	421 58	N	

Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL / PERSONNEL SYSTEM
CHECK REGISTER

16 10 28 21 DEC 1992
PAGE 3

CHECK	Check Date	PAYROLL DATE	Issued to	NET PAY .	DD	STATUS
54098-PCA	12/23/92	12/23/92	CROCKETT, HARRY JAMES	895 25	N	
54099-PCA	12/23/92	12/23/92	FATHERREE, MERKEL FREDERICK	1,118 87	N	
54100-PCA	12/23/92	12/23/92	HARGEST, CHARLES P	809 73	N	
54101-PCA	12/23/92	12/23/92	HORTON, HUBERT R	689 31	N	
54102-PCA	12/23/92	12/23/92	JEFFERY, DONALD RAY	913 96	N	
54103-PCA	12/23/92	12/23/92	JOHNSON, IVORY GENE	1,206 17	N	
54104-PCA	12/23/92	12/23/92	PENDARVIS, ABBOTT LYNN	1,363 37	N	
54105-PCA	12/23/92	12/23/92	STANLEY, TOMMY LEE	1,896 15	N	
54106-PCA	12/23/92	12/23/92	DRISGERS, BOBBY D	993 37	N	
54107-PCA	12/23/92	12/23/92	LOYD, DAVID GRANT	1,857 20	N	
54108-PCA	12/23/92	12/23/92	PERRY, MICHAEL D	156 29	N	
54109-PCA	12/23/92	12/23/92	SMITH, JIMMIE K	600 26	N	
54110-PCA	12/23/92	12/23/92	TUCKER, HOWARD KEVIN	892 06	N	
54111-PCA	12/23/92	12/23/92	BALLARD, GERALD WAYNE	933 59	N	
54112-PCA	12/23/92	12/23/92	CAMPBELL, GLENN EDWARD	1,245 70	N	
54113-PCA	12/23/92	12/23/92	EATHERTON, THOMAS EDWARD	1,849 64	N	
54114-PCA	12/23/92	12/23/92	CURLEY, WILLIAM EDWARD	1,118 94	N	
54115-PCA	12/23/92	12/23/92	KNIGHT, KENNY L	1,055 98	N	
54116-PCA	12/23/92	12/23/92	SHAW, TOM P	699 61	N	
54117-PCA	12/23/92	12/23/92	TIMMONS, GERALD WAYNE	1,115 54	N	
54118-PCA	12/23/92	12/23/92	JOHNSON, GERALD DON	1,413 10	N	
54119-PCA	12/23/92	12/23/92	GILLHAM, DONNY PAUL	427 81	N	
54120-PCA	12/23/92	12/23/92	MORRISON, JOYCE FRANCES	1,468 16	N	
54121-PCA	12/23/92	12/23/92	RUSSELL, PAULA J	400 50	N	
54122-PCA	12/23/92	12/23/92	SANDEPS, BARBARA ELAINE	238 22	N	
54123-PCA	12/23/92	12/23/92	SMITH, EMMA JEAN	807 90	N	
54124-PCA	12/23/92	12/23/92	SMITH, SANDY E	550 74	N	
54125-PCA	12/23/92	12/23/92	THOMPSON, NANCY K	518 48	N	
54126-PCA	12/23/92	12/23/92	WILLIAMS, ANNA L	526 75	N	
54127-PCA	12/23/92	12/23/92	WILLIAMS, JANET C	750 59	N	
54128-PCA	12/23/92	12/23/92	SHATTLES, CYNTHIA C	313 14	N	

139,152.02


139,152.02

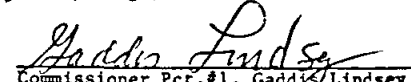
VOL 39 PG 942

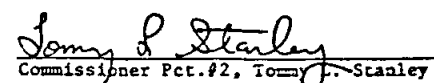
VOL 39 PG 942

Check #.....	HC	Check Date	Vendor.....	Check Amount.
54131-APCA		12/23/92	PEBSO PAYROLL PROCESSING	\$357.78
54132-APCA-VOID		12/23/92	FIRST NATIONAL BANK GILMER	
54133-APCA		12/23/92	FIRST NATIONAL BANK GILMER	\$15,194.83
54134-APCA		12/23/92	UPSHUR COUNTY PAYROLL	\$1,572.96
54135-APCA		12/23/92	UPSHUR COUNTY INSURANCE ACCOUN	\$6,720.87
54136-APCA-VOID		12/23/92	TEXAS COUNTY & DISTRICT RETIRE	
54137-APCA		12/23/92	UPSHUR COUNTY PAYROLL	\$160.00
54138-APCA	HC	12/23/92	FIRST NATIONAL BANK GILMER	\$28,039.38
54139-APCA	HC	12/23/92	TEXAS COUNTY & DISTRICT RETIRE	\$26,762.09
Total for APCA - Accounts Payable Clearing Account				\$78,807.91
Grand Total				\$78,807.91


REX A. THAW
COUNTY CLERK
92 DEC 23 PM 12:47
UPSHUR COUNTY, TX
CLERK


County Judge, Everett Dean


Commissioner Pct.#1, Gaddis Lindsey


Commissioner Pct.#2, Tommy Stanley


Commissioner Pct.#3, David Loyd


Commissioner Pct.#4, Tommy Eatherton

VOL 29 PG 944 .

LEASE AGREEMENT

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

I.
PARTIES

This is a lease agreement between the County of Upshur, State of Texas, hereinafter known as "Lessee" and James A. Crow, hereinafter known as "Lessor".

II.
DESCRIPTION OF THE PREMISES

The subject of this lease is a 16' x 24' wood and metal siding building located at 120 East Gilmer Street in Big Sandy, Upshur County, Texas.

III.
PURPOSE

The purpose of Lessee entering into this lease is for the Justice of the Peace for Precinct 5 to conduct the business of the office of Justice of the Peace and hold appropriate court sessions.

IV.
TERM OF LEASE

This lease shall commence on the 23rd day of December, 1992 and will be renewable at the end of one year from the inception of this lease contract and may be continued each year thereafter under the same provisions.

V.
RENTAL PAYMENT

Lessee agrees to pay to Lessor the amount of One and No/100 (\$1.00) Dollar per year for the lease and use of said building for the purposes before stated.

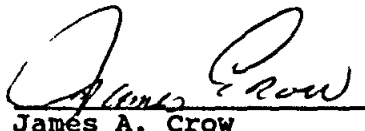
VI.
MISCELLANEOUS PROVISIONS

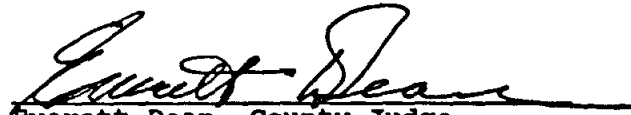
Lessee agrees to provide insurance coverage for the building and contents. Lessee will promptly pay all gas, electric, and water rates or charges as well as any local and long distance telephone charges incurred at said premises. The Lessor agrees to keep the before mentioned premises in good condition and agrees that the Lessor will be entirely responsible for all maintenance and repair on said premises.

VII.
TERMINATION OF LEASE

Lessee and Lessor agree that either party may terminate this lease agreement with thirty (30) days written notice to the other party.

SIGNED this the 23rd day of December,
1992, in Upshur County, Texas.


James A. Crow
LESSEE


Everett Dean, County Judge
Upshur County, Texas
LESSOR

VOL 39 PG 946

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT Pct. 1
DATE 12-16-92

Formal notice is hereby given that Donald Raye Allen
whose principal address is #19 Wildwood - Greenville Add. Gilmer Tx 75844
does propose to place a culverts
within the ROW of County Road Wildwood
as follows: place a culvert 18ft. long 12" wide(?)

(297-2393 - Home #) will build culverts at
Holmes Concrete & call when paid for.

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

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

NAME Donald R. Allen

TITLE _____

ADDRESS _____

FILED
RECEIVED
22 DEC 23 PM 12:44
12-16-92
BY _____

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

VOL 29 PG 947

FILED
REX A. SHAW
COUNTY CLERK

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

92 DEC 23 PM 12:40

PRECINCT THREE

UPSHUR COUNTY, TX.

DATE Dec. 21, 1992

DEPUTY

Formal notice is hereby given that PRITCHETT WATER SUPPLY CORP.

whose principal address is P. O. BOX 567 Gilmer, TX. 75644

does propose to place a 1" PVC water line (Road Crossing)

within the ROW of County Road ASPEN TRAIL

as follows:

To tie into 2" water line on North side of Aspen Trail and cross Aspen Trail with a 1" PVC water line to serve one dwelling - Vern Case. Said line is to cross Aspen Trail app. 1,600 feet Northeast of intersection of Spruce Road & Aspen Trail. The crossing will be encased from ditch to ditch in 2" PVC casing and will be 3 feet below ditch, with meter set on private property.

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
29th day of Dec., 1992.

NAME

Gerald D. Smith

TITLE

Manager

ADDRESS

P. O. Box 567 Gilmer, TX 75644

BY _____
DEPUTY

6-6
BAYS, MOZELL (MRS W.H.)

~~PIPE PVC.~~

6-30-
EL. 30-

PLAN SHEET RE	
DATE	
2-21-83	FN

SH

ITE

4" Ø PIPE

2" Ø PIPE

1 1/2" Ø PIPE

4th GV

2" G V

1 1/2" GY

METERS ON P

3" PVC ENC

4" PVC ENC

6" P V C. ENC

IND. REG

UNKNOWN

PROPOSED ROAD CROSSING:
To serve one dwelling -
Vern Case. Line to be
1" PVC encased in 2"
PVC from ditch to ditch.
Pipe will be 3' below
ditch, meter will be set
on private property.

1 1/2" = 193'

34
SCHMIDT, LELIA (MRS HENRY JR)
EL. 411

SCHMIDT, LELIA (MRS. HENRY JR.)

"AS BUILT" 12 AUGUST

COUNTY ROAD CROSSING
BORE & ENCASE 25' OF 11/2" P.V.C
ENCASEMENT 3" P.V.C PIPE

$$1/2^n = 61'$$

T.C.C.

LINE, SHEET 5

 $4^{\circ} = 50'$

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAYTO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXASPRECINCT 2DATE December 22, 1992

Formal notice is hereby given that Goldston Pipeline Company
whose principal address is P.O.Box 570365, Houston, Tx 77257
does propose to place a two pipeline crossings
within the ROW of County Road Carnation Road
as follows:

Bored crossings under Carnation Road, one near entrance
to old city dump, the other near the entrance to the
new city dump.

The latter will be in the same right-of-way as existing
line and crossing will be 15' North of existing crossing.

The location and description of the proposed lines or
appurtenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
5th day of January, 1993.

NAME

Joe Gilbert
Joe Gilbert

TITLE

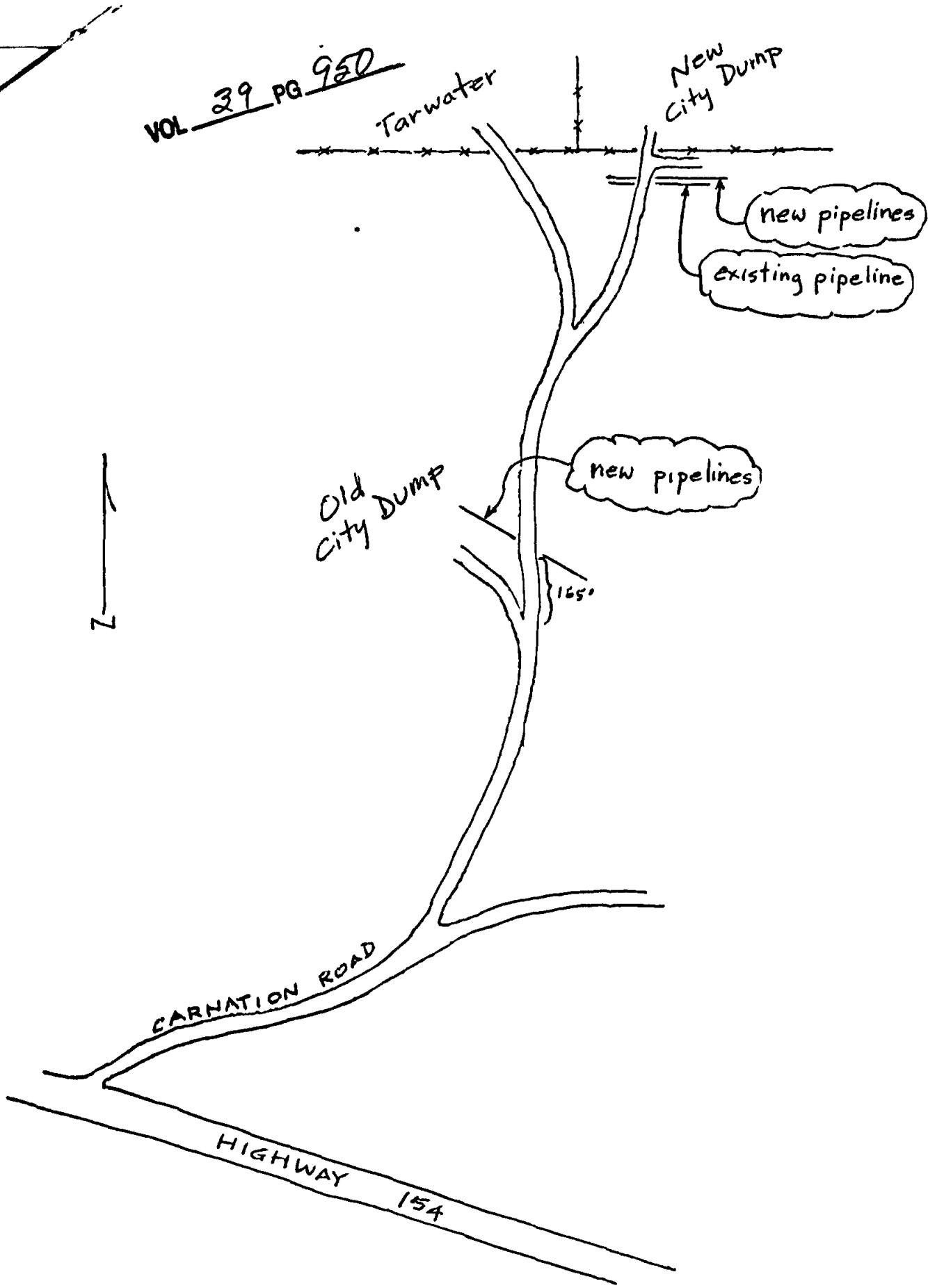
Land Manager

ADDRESS

P.O.Box 570365, Houston, 77257
(713)785-8217

FILED
REX A. SHAW
COUNTY CLERK
52 DEC 23 PM 12:40
UPSHUR COUNTY, TX
BY
DEPUTY

VOL 39 PG 950



Two bored crossings of County road as shown
each with an 8-5/8" conduit; .322" wall, 28.55 lb/ft containing:

A. 3-1/2" OD schedule 40 seamless steel pipeline with .300" wall, DRL PEB, X-42 grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.

B. 2-3/8" OD schedule 40 seamless steel pipeline with .154" wall, 3.65 lb/ft grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.

C. 2" OD Star 2000 # fiberglass pipeline with .333" wall, 2.05 lb/ft, operating at 500 psi.

VOL 39 PG 951 FILED
REX A. SHAW
COUNTY CLERK

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

92 DEC 23 PM 12:40

UPSHUR COUNTY, TX.

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

BY _____
DEPUTY

PRECINCT 2

DATE December 22, 1992

Formal notice is hereby given that Goldston Pipeline Company
whose principal address is P.O. Box 570365, Houston, Tx 77257
does propose to place a pipeline crossing
within the ROW of County Road Snyder Addition Road
as follows:

Bored crossing under Snyder Addition Road approximately
1/2 mile North of intersection with State Highway 154.

New lines will be in same right-of-way as existing line
and crossing will be 15' South of existing crossing.

The location and description of the proposed lines or
appertenances is more fully shown by three (3) copies of
drawings attached to this application.

All work will be as directed by the County Commissioner or
his designate in full accordance with Upshur County Road &
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after
5th day of January, 1993.

NAME

Joe Gilbert
Joe Gilbert

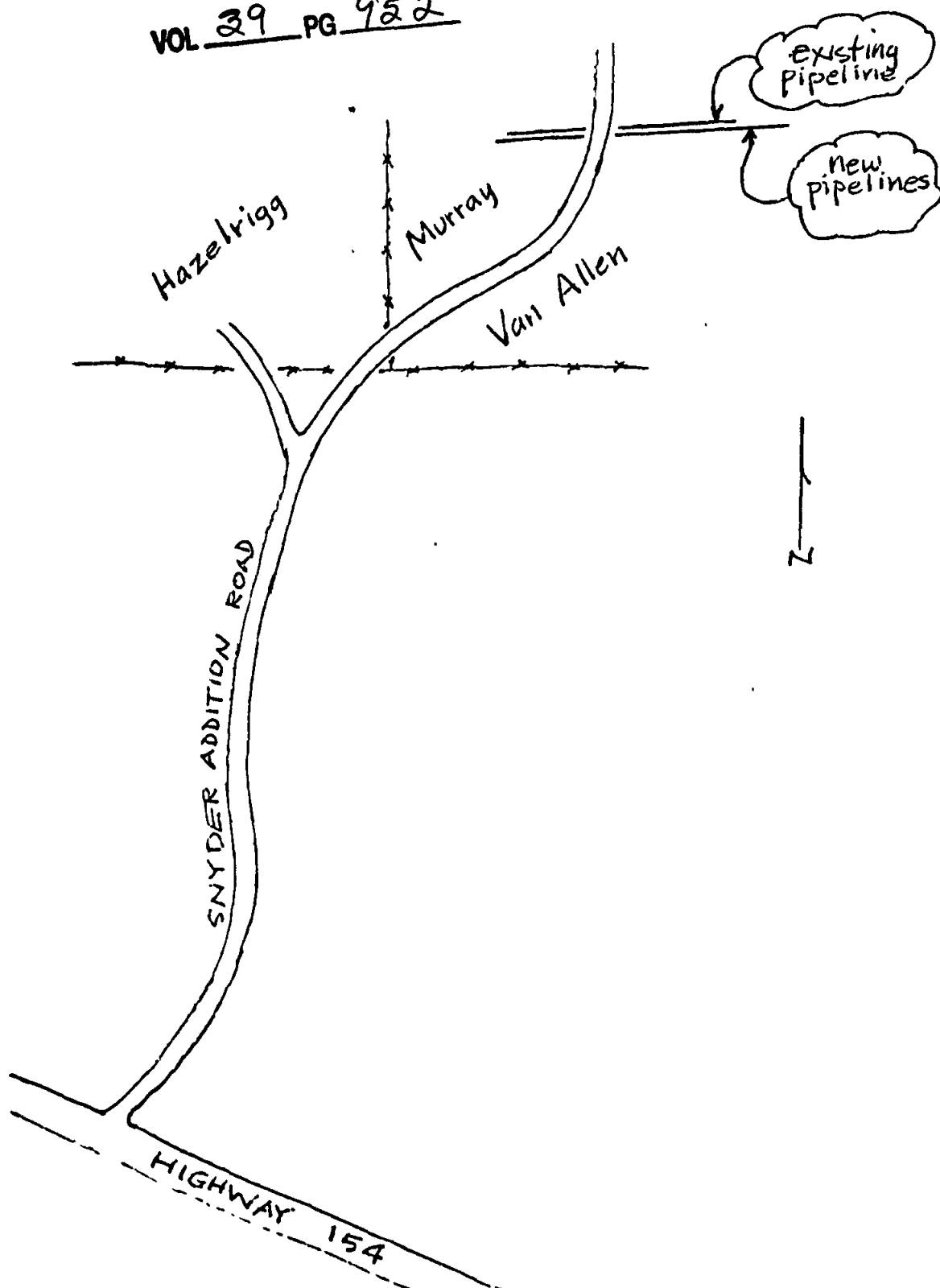
TITLE

Land Manager

ADDRESS

P.O. Box 570365, Houston 77257
(713) 785-8217

FILED
REX A. SHAW
COUNTY CLERK
92 DEC 23 PM 12:39
UPSHUR COUNTY, TX.
BY _____
DEPUTY



Bored crossing of County road with an 8-5/8" conduit; .322" wall, 28.55 lb/ft containing:

A. 3-1/2" OD schedule 40 seamless steel pipeline with .300" wall, DRL PEB, X-42 grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.

B. 2-3/8" OD schedule 40 seamless steel pipeline with .154" wall, 3.65 lb/ft grade B, coated and wrapped to TGF-3 specifications, operating at 1400 psi.

C. 2" OD Star 2000 # fiberglass pipeline with .333" wall, 2.05 lb/ft, operating at 500 psi.

SPECIAL ROAD USE AGREEMENT CONTRACT

92 DEC 23 PM 12:39

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR X

COUNTY, TX.

BY _____

DEPUTY

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

1.

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

2.

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

3.

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

4.

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

5.

First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

William Robertson
First Party Signature

Rt. 1 Box 101Street or BoxOre City, TX 75683City, State and Zip Code903-968-6484TelephoneHillTimber TractDecember 17, 1992Date SignedCounty JudgeCharles L. Lutz
Commissioner 1Johnny D. Stanley
Commissioner 2David D. Lutz
Commissioner 3Johnny Lutz
Commissioner 4Date Signed

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

92 DEC 23 PM 12:39

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS. TX.

COUNTY OF UPSHUR X

BY _____ DEPUTY

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

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

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

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

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

5.
First Party agrees to POST SURETY BOND or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

William Robertson
First Party Signature

Rt. 1 Box 100
Street or Box

Ore City, Texas 75683
City, State and Zip Code

903-968-6484
Telephone

Timber Tract

December 21, 1992
Date Signed

County Judge

Greg. Fridge
Commissioner 1

Tommy L. Stanley
Commissioner 2

Don't Royal
Commissioner 3

Tommy Easter
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

92 DEC 23 PM 12:39

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

KNOW ALL MEN BY THESE PRESENTS: COUNTY, TX.

COUNTY OF UPSHUR X

BY _____
DEPUTY

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

1.

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

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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

First Party Signature

Rt. 10 Box 452H
Street or Box

Texarkana, AR 75501
City, State and Zip Code

501-779-1079
Telephone

Timber Tract

December 22, 1992
Date Signed

Permit issued for a period not to exceed 90 days.

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X

COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS, TX.

92 DEC 23 PM 12:39

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

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

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

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 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 or CASH 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 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Kellin Hunt
First Party Signature

P.O. Box 1122

Street or Box

Gilmer, Texas 75644

City, State and Zip Code

903-843-2457

Telephone

Way

Timber Tract

December 21, 1992

Date Signed

County Judge

Charles L. Lundy
Commissioner 1

Tommy L. Stanley
Commissioner 2

David L. Reed
Commissioner 3

Tommy E. Edders
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

VOL 29 PG 957

