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NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
THURSDAY, FEBRUARY 28, 2002, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY LIBRARY ANNEX, 700 W. TYLER ST.,GILMER, TEXAS

AGENDA

1. **Approve the minutes of previous meetings.**
2. **Consider any budget amendments and take action.**
3. **Consider approval of accounts payable and take action.**
4. **Consider approval of any payroll changes and take action.**
5. **Accept payroll register.**
6. **Hear from Joel George from Alert Academy ask for a 911 addressing exception.**
7. **Hear Mack Oliver discuss the Legislative action allowing the taxing jurisdiction to give property tax relief that provide specific charitable services.**
8. **Hear Brent Brevard on the Courthouse elevator and take any action needed.**
9. **Consider a request by the Gilmer Area Chamber of Commerce to use the courthouse lawn on Saturday, March 30, 2002 for the Annual Easter Egg Hunt.**
10. **Review Interlocal agreements with Gladewater and Big Sandy.**
11. **Hear from Gaston "Bubba" Deberry from the Upshur County Fire District.**
12. **Joe Orms to address court concerning TAC incentive program workshop.**
13. **Hear from _____ concerning the roads located in Silk Tree Lake Estates.**
14. **Discuss and take action on the use of the second floor foyer October 17, 2002, for the Yamboree Queen's Coffee.**
15. **Discuss and take action on recording Interlocal agreements.**
16. **Open Bids for Sale of Used Equipment (Pct #1).**
17. **Discuss and take action on posting a 35 m.p.h. speed limit on Bois d Arc Road (Pct # 4) and Tangerine Rd.**
18. **Consider the text of a memorandum regarding the Justice Court Technology fund from Jim Allison, General Counsel and Rex Hall, Associate General Counsel of the Texas Association of Counties, take any action necessary.**
19. **Accept for recording Owner Policy of Title Insurance Issued by Stewart Title Guaranty Company.**
20. **Accept for recording three deputations for the Tax Assessor Collector.**
21. **Accept for recording an update plat for Barton Springs.**
22. **Approve applications for use of Upshur County roads and right of way.**

Charles L. Still

Charles L. Still
County Judge

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 25 AM 9:03
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 61 PG 334

UPSHUR COUNTY COMMISSIONERS COURT

2-28-2002

COMMISSIONERS COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 2-15-2002. MOTION CARRIED.

2. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. BUDGET AMENDMENTS ATTACHED.

3. MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO APPROVE PAYMENT OF ACCOUNTS PAYABLE. MOTION CARRIED.

BILLS PREVIOUSLY APPROVE ON 2-15-2002 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

JURY LIST PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

4. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE PAYROLL CHANGES:

EVELYN JONES-DISTRICT ATTORNEY'S OFFICE- DUE TO LONGEVITY INCREASE
GARY DAVIS-PCT. #4-DUE TO LONGEVITY INCREASE
MIKE BYERS-PCT. #3-DUE TO LONGEVITY INCREASE
BOBBY SANDERS-SHERIFF'S OFFICE-DUE TO LONGEVITY INCREASE

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

5. MOTION BY TOMMY STANLEY SECONDED BY RUSSELL GREEN TO ACCEPT THE PAYROLL REGISTER. MOTION CARRIED. PAYROLL REGISTER ATTACHED.

6. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO GRANT REQUEST OF ALERT ACADEMY TO NAME ALL ROADS LOCATED IN THE ALERT SCHOOL AREA. THIS WILL BE COORDINATED WITH THE 911 MAPPING. MOTION CARRIED.

7. NO ACTION TAKEN ON AGENDA ITEM CONCERNING TAXING JURISDICTION TO GIVE PROPERTY TAX RELIEF FOR SPECIFIC CHARITABLE SERVICES.

8. MOTION BY TOMMY STANLEY SECONDED BY JOEY ORMS TO AUTHORIZE PAYMENT IN AMOUNT OF $2,731.00 TO A.R. LAY CONSTRUCTION COMPANY. INCLUDED IN THIS MOTION IS TO WITHHOLD PERFORMANCE BOND. MOTION CARRIED WITH COMMISSIONER JACKSON VOTING NO. LETTER FROM A.R. LAY ATTACHED.

9. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE REQUEST OF CHAMBER OF COMMERCE TO USE THE COURTHOUSE LAWN ON SATURDAY, MARCH 30, 2002 FOR THE ANNUAL EASTER EGG HUNT. MOTION CARRIED.

10. MOTION BY RICK JACKSON SECONDED BY JOEY ORMS TO APPROVE INTERLOCAL AGREEMENTS WITH GLADEWATER AND BIG SANDY. MOTION CARRIED. COPIES SUBMITTED TO COUNTY CLERK.

11. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO TABLE ANY ACTION ON REQUEST FROM THE UPSHUR COUNTY FIRE DISTRICT. MOTION CARRIED.

12. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPOINT JOEY ORMS AS SAFETY COORDINATOR AND TO APPROVE COMMISSIONER ORMS' REQUEST TO ASK EACH DEPARTMENT HEAD TO APPOINT A COORDINATOR IN EACH OFFICE. MOTION CARRIED.

13. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO TABLE ANY ACTION ON ROADS IN SILK TREE LAKE ESTATES UNTIL A FURTHER DATE. MOTION CARRIED.

14. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO ALLOW REQUEST OF THE SECOND FLOOR FOYER OF THE COURTHOUSE FOR OCTOBER 17, 2002 FOR THE YAMBOREE'S QUEEN'S COFFEE. MOTION CARRIED.

15. MOTION BY JOEY ORMS SECONDED BY TOMMY STANLEY TO APPROVE THE FOLLOWING INTERLOCAL AGREEMENTS, PENDING APPROVAL OF DISTRICT ATTORNEY. MOTION CARRIED. THE FOLLOWING INTERLOCAL AGREEMENTS WERE SUBMITTED TO COUNTY CLERK.

GILMER, ISD
HARMONY, ISD
ORE CITY, ISD
UNION GROVE, ISD
UNION HILL, ISD

CITY OF GILMER
CITY OF EAST MOUNTAIN
BIG SANDY, ISD
DIANA, ISD

16. THE FOLLOWING BIDS WERE SUBMITTED FOR USED EQUIPMENT IN PCT. #1:

NAME OF BIDDER	ITEM	AMOUNT OF BID
TOM HUNTER	CHEVROLET DUMP TRUCK	$125.00
PAT MITCHELL	KNAPHEIDE TRUCK BED	$35.00
	CHEVY 2 TON TRUCK	$201.00

MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT THE HIGHEST BID SUBMITTED (PAT MITCHELL.) MOTION CARRIED. BOTH BIDS ATTACHED.

17. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO APPROVE SETTING SPEED LIMIT ON BOIS D ARC ROAD AND TANGERINE ROAD (LOCATED IN PRECINCT #4) AT 35 M.P.H. MOTION CARRIED.

18. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO RECORD MEMORANDUM CONCERNING JUSTICE COURT FUNDS. INCLUDED IN THIS MOTION IS TO HOLD MONEY COLLECTED FOR THIS FUND UNTIL THE MATTER IS RESOLVED. MOTION CARRIED.

19. MOTION BY RUSSELL GREEN SECONDED BY RICK JACKSON TO RECORD THE OWNER POLICY OF TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY. MOTION CARRIED. INSURANCE POLICY ATTACHED.

20. MOTION BY RICK JACKSON SECONDED BY RUSSELL GREEN TO ACCEPT FOR RECORDING, THREE DEPUTATIONS OF THE FOLLOWING PERSONS IN THE TAX OFFICE.:
AMY SUSTAIRE
BRIDGETTE CURTIS
LISA NEELY

MOTION CARRIED. DEPUTATIONS ATTACHED.

21. MOTION BY JOEY ORMS SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING, UPDATED PLAT FOR BARTON SPRINGS. MOTION CARRIED. PLAT NOT ACCEPTABLE FOR RECORDING IN THE PLAT RECORDS ATTACHED.

22. MOTION BY RUSSELL GREEN SECONDED BY TOMMY STANLEY TO ACCEPT ALL SPECIAL ROAD USE AGREEMENTS, PERMIT APPLICATIONS AND APPLICATION FOR FILLING ABANDONED WELL. MOTION CARRIED. ALL COPIES SUBMITTED ARE ATTACHED.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY SNIDER INDUSTRIES TO HAUL LOGS ON SEGO LILY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY CLARK TIMBER TO HAUL LOGS ON ASPEN AND LEMON.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY VAN DUSEN TO HAUL LOGS ON OLIVER.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY RIOS LOGGING TO HAUL LOGS ON MULE DEER.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ANDREWS LOGGING TO HAUL LOGS ON SHAG BARK.

PERMIT APPLICATION SUBMITTED BY GEORGE RALPH TO PLACE A CULVERT IN ROW OF ROSE TRAIL.

PERMIT APPLICATION SUBMITTED BY DAVID JORDAN TO PLACE A CULVERT IN ROW OF BEGONIA.

PERMIT APPLICATION SUBMITTED BY JAMES MOXLEY TO PLACE A CULVERT IN ROW OF SCRUBPINE.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY BUCK RAY TO FILL ABANDONED WELL LOCATED ON BISON.

MOTION BY RUSSELL GREEN SECONDED BY JOEY ORMS TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

REAL ESTATE LEASE BETWEEN ARNOLD GRIMES AND UPSHUR COUNTY PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

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JUDGE CHARLES STILL

COMMISSIONER PCT. #1 JOE "JOEY" ORMS

COMMISSIONER PCT. #2 TOMMY STANLEY

COMMISSIONER PCT. #3 RICK JACKSON

COMMISSIONER PCT. #4 RUSSELL GREEN

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UPSHUR COUNTY

BUDGET AMENDMENTS

The following budget amendments were approved on this the 28th day of February, 2002

Charles Still, County Judge

Joey Orms, Commissioner, Pct. 1

Tommy Stanley, Comm. Pct. 2

Rick Jackson, Comm. Pct. 3

Russell Green, Comm. Pct. 4

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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FY 2002 FROM	FY 2002 February 28, 2002		LINE ITEM TRANSFER BUDGET AMENDMENTS	TO		
	Commissioners Court			**Commissioners Court**		
				10-401-3010 Office Supplies	$	8.98
10-401-3095	Books/publications	$ 200.14		10-401-4502 Education Expense	$	191.16
	District Attorney			**District Attorney**		
10-476-4502	Education Exp	$ 3.34		10-476-4495 Contracted Services	$	3.34
	C. J. Annex			**C. J. Annex**		
10-514-4300	Electricity	$ 658.44		10-514-3480 Janitorial Supplies	$	658.44
	D. P. S.			**D. P. S.**		
10-580-5800	Radar	$ 1,007.45		10-580-5200 Computer Equipt	$	1,007.45
	Road & Bridge Pct. 2			**Road & Bridge Pct. 2**		
16-612-9000	Contingency	$ 1,160.00		16-612-4495 Other Contr Services	$	1,160.00
	Road & Bridge Pct. 3			**Road & Bridge Pct. 3**		
17-613-5675	Bridge Material	$ 261 48		17-613-5750 Misc Equipment	$	261 48
	Road & Bridge #4			**Road & Bridge #4**		
18-614-9000	Contingency	$ 4,933.98		18-614-3230 Batteries	$	66.93
				18-614-3380 Other operating	$	142.05
				18-614-4495 Other Contr Services	$	4,725 00
					$	4,933 98

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 27 Feb 2002

Approved Disbursements

Checking Account(s) APCA FNB INS FNB.125

THE SOFTWARE GROUP, INC — Disbursements Made from 02/15/02 thru 02/27/02 — PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
112925-APCA	02/15/02	UPSHUR COUNTY INSURANCE ACCO	$4,456 20	$4,456 20	CSCD/JUV PROB; CLAIMS, EMP. INS. COSTS
112926-APCA	02/15/02	NATIONWIDE RETIREMENT	$421 87	$421 87	ENTITY#52039 PAYROLL DEDUCTIONS
112927-APCA	02/15/02	FIRST NATIONAL BANK GILMER	$30,546 54	$30,546 54	FICA; MEDICARE PAYROLL DEDUCTIONS
112928-APCA	02/15/02	FIRST NATIONAL BANK GILMER	$16,455 90	$16,455 90	WITHHOLDING PAYROLL DEDUCTIONS
112929-APCA	02/15/02	HEALTHFIRST TPA	$1,171 67	$1,171 67	125/HEALTHCARE REIMBURSEMENT
112930-APCA	02/15/02	UPSHUR COUNTY IRC/125	$281 20	$281 20	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
112931-APCA	02/15/02	UPSHUR COUNTY IRC/125	$92 15	$92 15	125/AFLAC PAYROLL DEDUCTION
112932-APCA	02/15/02	UPSHUR COUNTY IRC/125	$179 84	$179 84	125/AMERICAN HERITAGE PAYROLL DEDUCTION
112933-APCA	02/15/02	UPSHUR COUNTY IRC/125	$309 87	$309 87	125/TRANSPORT LIFE PAYROLL DEDUCTION.
112934-APCA	02/15/02	UPSHUR COUNTY IRC/125	$340 23	$340 23	125/CENTRAL UNITED PAYROLL DEDUCTION
112935-APCA	02/15/02	UPSHUR COUNTY IRC/125	$4,936 25	$4,936 25	125 DEPENDENT INS PREMIUMS/PAYROLL
112936-APCA	02/15/02	ATTORNEY GENERAL OF TEXAS	$247 50	$247 50	MULTIPLE PAYORS
112937-APCA	02/15/02	EAST TEXAS PROFESSIONAL	$2,190 50	$2,190 50	ETPCU/PAYROLL SAVINGS PLAN
112938-APCA	02/15/02	FIRST NATIONAL BANK	$917 50	$917 50	FNB/PAYROLL SAVINGS PLAN
112939-APCA	02/15/02	GILMER NATIONAL BANK	$237 50	$237 50	GNB/PAYROLL SAVINGS PLAN
112940-APCA	02/15/02	UPSHUR COUNTY INSURANCE ACCO	$476 70	$476 70	DEPENDENT INS PREMIUMS/PAYROLL
112941-APCA	02/15/02	RHONDA REED #0009546732	$135 00	$135 00	AG#0009546732, CAUSE#281-93 JOEY A YOUNG
112942-APCA	02/15/02	KARMEN STEELMAN	$330 13	$330 13	#718-99; 454-33-4972
112943-APCA	02/15/02	CHERYL ALBRIGHT	$162 50	$162 50	#360-01; 465-49-7087
112944-APCA	02/15/02	BECKY GARRETT	$97 50	$97 50	CAUSE#150-92
112945-APCA	02/15/02	SHARON KEMP #0539655371	$105 00	$105 00	EARNEST BECK, CAUSE#972125DR
112946-APCA	02/15/02	MICHAEL GROSS	$149 00	$149 00	CASE #00-20023
112947-APCA	02/15/02	MICHAEL GROSS	$112 50	$112 50	CASE#01-62328 KAREN HUGHES
112948-APCA	02/15/02	VALIC	$262 50	$262 50	PAYROLL DEDUCTIONS
112949-APCA	02/15/02	ABC AUTO PARTS	$15.04	$15 04	D A-WIPER BLADES
112950-APCA	02/15/02	ABC AUTO PARTS	$81 89	$34 96	D A-LORENA KING/HOT CK. RESTITUTION

Check #....	HC Date.	Vendor.	Check Amount	Invoice Amts	Invoice Descriptions
				$46 93	D A-RICHARD ADMAS JR/HOT CK RESTITUTION
112951-APCA	02/15/02	ACCU CHEM LABORATORIES	$339 00	$205 00	CCP-U985/PROFILES
				$134 00	CCP-#U985/INV#503870&503908 PROFILES
112953-APCA	02/15/02	ACTION SAFE & LOCK	$953 00	$49 50	CO BLDGS-KEYS; SERV CALL
				$37 50	J CTR-REPAIR LOCK; SERV CALL
				$866 00	CO BLDGS-PARTS; LABOR
112954-APCA	02/15/02	ALBRIGHTS GARAGE	$368 48	$368 48	PCT#4-PARTS; LABOR
112955-APCA	02/15/02	ALLTEL	$43 35	$6 26	JP#1-ACCT#010167346/JAN 22/02 BILLING
				$19 60	TAX-ACCT#010472099/JAN 22/02 BILLING
				$17 49	JP#3-ACCT#010445713/JAN 22/02 BILLING
112956-APCA	02/15/02	ALLTEL	$216 60	$40 73	SUP-#GM27BJP&LT29557/JAN 29'02&FEB 11'02
				$175 87	CO S-#GM269D4/FEB 4'02
112957-APCA	02/15/02	ALWIN ALBRIGHT LOGGING	$4,400 00	$4,400 00	PCT#4-88hrs REMOVAL OF TREES
112958-APCA	02/15/02	AMERICAN FIDELITY ASSURANCE	$12 00	$12 00	GROUP#01153/JAN'02 PAYROLL DEDUCTION
112959-APCA	02/15/02	AMERICAN SPECIALTY & SUPPLY	$41 47	$41 47	PCT#4-CUST#UPSH04/FIRST-AID KIT; HAMMER; FREIGHT
112960-APCA	02/15/02	ANDERSON ELECTRIC & RADIOSHA	$47 46	$38 97	CONST#1-#10000521/MICRO-46 RECORDER, ALK AA BATTERIES
				$8 49	C JTR-CUST#10001419/CALL BUTTON SWITCH SPLICERS
112961-APCA	02/15/02	ANGELA NORTON	$6 62	$6 62	D A-REIMBURSE MILEAGE/JP#1 HEARINGS
112962-APCA	02/15/02	ARAMARK UNIFORM SERVICES INC	$688 63	$66 74	PCT#2-UNIFORM SERVICE
				$70 90	PCT#2-UNIFORM SERVICE
				$70 90	PCT#2-UNIFORM SERVICE
				$109 55	PCT#2-UNIFORM SERVICE
				$85 26	PCT#2-UNIFORM SERVICE
				$76 34	PCT#2-UNIFORM SERVICE
				$37 38	CO BLDGS-UNIFORM SERVICE
				$27 94	CO BLDGS-UNIFORM SERVICE
				$31 60	CO BLDGS-UNIFORM SERVICE
				$4 00	CO BLDGS-EMBLEMS
				$108 02	CO. BLDGS-UNIFORM SERVICE
112963-APCA	02/15/02	ARCH WIRELESS	$14 82	$14 82	CONST#1-#2415779-4/PAER 1/22/02-2/21/02
112964-APCA	02/15/02	ARNOLD GRIMES	$221 77	$221 77	JP#1-REIMBURSE/558mi@ 315ea; MEALS 12/27/01-2/3/02
112965-APCA	02/15/02	ARNOLD GRIMES JP#1	$100 00	$100 00	JP#1-$100 00 FOR CASH DRAWER

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UPSHUR COUNTY — ACCOUNTS PAYABLE SYSTEM — 27 Feb 2002

Approved Disbursements

Checking Account(s) APCA FNB INS FNB 125

THE SOFTWARE GROUP, INC — Disbursements Made from 02/15/02 thru 02/27/02 — PAGE 3

Check #	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
112966-APCA	02/15/02	BAXTER SALES CO INC	$381 80	$381 80	CO JAIL-CUST#101873 (5)5gal DETERGENT
112967-APCA	02/15/02	BRUCE ACKER	$698 88	$698 88	EXT-REIMBURSE EXPENSES-1/04-1/28/02
112968-APCA	02/15/02	C & C TROPHY CO	$73 50	$73 50	CO BLDGS-SIGNS
112969-APCA	02/15/02	CARD SERVICE CENTER	$967 30	$601 17	SUP-#4388153460017354/FEB 1'02
				$72 98	SUP-#4388153460017313/FEB 1'02
				$24 34	SUP-#4388153460017412/FEB 1'02
				$85 84	SUP-#4388153460017396/FEB 1'02
				$46 41	SUP-#4388153460017339/FEB 1'02
				$33 52	SUP-#4388153460017594/FEB 1'02
				$42.16	SUP-#4388153460017362/FEB. 1'02
				$60 88	SUP-#4388153460017321/FEB 1'02
112970-APCA	02/15/02	CAROLYN PERRY	$364 55	$364 55	JP#3-REIMBURSE MEMBERSHIP DUES; MEALS; MILEAGE
112971-APCA	02/15/02	CHEROKEE COUNTY	$800 00	$325 00	CO CT-MI#27,386/JOHN ANDERSON9COMMIT TO RUSK)
				$475 00	CO CT-MI#27,388/JOHN CRANK(COMMIT TI RUSK)
112972-APCA	02/15/02	CHEVRON U S A. INC	$144 00	$81 43	SUP-#7898789859/JAN 25'02
				$62 57	CO S-#7898789842/JAN 25'02
112973-APCA	02/15/02	CHRIS BROWN	$31 13	$31 13	SUP-REIMBURSE/MEALS&GAS
112974-APCA	02/15/02	CITY OF GLADEWATER	$30 43	$30 43	JP#3-ACCT#110115000/SERV-12/12/01-1/18/02
112975-APCA	02/15/02	CMRS-PB	$5,000 00	$5,000 00	NON DEPT-POSTAGE FOR METERS
112976-APCA	02/15/02	CONOCO INC.	$11 59	$11 59	CO S-#247152226/JAN. 25'02
112977-APCA	02/15/02	CORRECTION SOFTWARE CORP	$1,488.00	$1,488 00	SUP-MARCH 2002 SERVICES
112978-APCA	02/15/02	CRAIG'S FIX-IT	$400 00	$400 00	J CTR-REPAIR TO JAIL
112979-APCA	02/15/02	CYPRESS ORTHOPAEDIC GROUP PA	$275 25	$40 00	CO JAIL-JASON J WAGNER/MEDICAL
				$235 25	CO JAIL-JASON J WAGNER/MEDICAL
112980-APCA	02/15/02	D READ & ASSOC , INC	$400 00	$400 00	CO. LIB-FEB'02 TIF GRANT MANAGEMENT
112981-APCA	02/15/02	DARBY EQUIPMENT COMPANY	$184 87	$42 43	PCT#4-YOKE, U-JOINT; SHAFT
				$1 39	PCT#1-FERRULES
				$71 91	PCT#2-SHIFTER
				$69.14	PCT#2-RODS; NUTS; WASHERS; STEEL; LABOR
112982-APCA	02/15/02	DARR EQUIPMENT COMPANY	$55,404 57	$100 88	PCT#4-CUST#8727400/STEP AS.
				$527 78	PCT#4-CUST#8727400/BELTS; STEP A; PLATES; BOLTS; NUTS; WASHERS
				$54,766 25	PCT#3-CUST#8727200/CONTRACT#484334
				$9 66	PCT#3-CUST#8727200/TESTER

Check # ...	MC Date .	Vendor	Check Amount.	Invoice Amts	Invoice Descriptions
112983-APCA	02/15/02	DARR RENTAL	$825 60	$825. 60	PCT#3-CUST#R774900/PAD FOOT ROLLER 66" 1/22-30-02
112984-APCA	02/15/02	DAVID S BROOKS	$100 00	$100 00	D A-JAN'02 LEGAL CONSULTATION SERVICES
112985-APCA	02/15/02	DEAN FOWLER ATTY AT LAW	$250 00	$250 00	CO CT-#26, 794/JEREMY HADAWAY
112986-APCA	02/15/02	DEAN'S LAWNMOWER &	$173. 94	$173. 94	CO BLDGS-BATTERY; SWITCH; START PARTS; LABOR
112987-APCA	02/15/02	DIXIE PAPER COMPANY	$302 45	$302. 45	CO JAIL-CUST#585755/TOWELS; GLOVES; DETERGENT; D EGREASER
112988-APCA	02/15/02	DWIGHT A BRANNON	$590 00	$590 00	D CT-#12, 764/MYRSON MADDOX
112989-APCA	02/15/02	EAST TEXAS COUNCIL OF GOVERN	$2, 118 00	$2, 118 00	NON DEPT-2002 ANNUAL MEMBERSHIP DUES
112990-APCA	02/15/02	EAST TEXAS INSURANCE AGENCY	$142 00	$71 00	DPS-#TXN476585/NADRA C SMITH, NOTARY BOND
				$71. 00	CO S-#TXN476486/KATHY JO JEFFERY, NOTARY BOND
112991-APCA	02/15/02	EAST TEXAS MEDICAL	$680 27	$86 00	CO. JAIL-#2404002/JAMES CARSWELL
				$47. 65	CO JAIL-CARL L WILLIAMS/MEDICAL
				$84. 70	CO JAIL-JASON WAGNER/MEDICAL
				$288 65	CO JAIL-MICHAEL R MCKINLEY/MEDICAL
				$88 57	CO JAIL-MICHAEL R MCKINLEY/MEDICAL
				$84 70	CO JAIL-JASON WAGNER/MEDICAL
112992-APCA	02/15/02	ECONOMY AUTO SUPPLY INC	$166 12	$22 78	PCT#4-AIR FILTER
				$19 93	PCT#4-MIX CUPS; FILTER; BASE
				$3. 52	PCT#4-FILTER
				$4 20	PCT#4-HOSE CLAMPS
				$9 42	PCT 3-PLYERS
				$42 42	PCT#4-FILTERS
				$16 74	PCT#1-OIL FILTER; W/S WASHER
				$2 33	PCT#4-LUBRIPLATE; BRUSH
				$11. 02	PCT#1-FILTER
				$32. 76	PCT#4-FILTERS
112993-APCA	02/15/02	ENVIROSPECIALISTS SALES GROU	$20, 987 68	$10, 413 48	PCT#3-10626gals ESPHALT EMULSION RECYLE AGENT
				$5, 301 80	PCT#3-5, 410 TON ASPHALT EMULSION
				$5, 272. 40	PCT#3-5, 380 TON ASPHALT EMULSION
112994-APCA	02/15/02	ERICA DENISE JONES	$108 15	$108 15	CO S-20hrs@$5 15ea CONTRACT SERVICES 2/4-12/02
112995-APCA	02/15/02	ETEX TELEPHONE COOP INC	$438 61	$30 69	JP#1-#7343786/FEB 01/01 BILLING
				$29 95	PCT#1-FAX#7344091/FEB 01/02 BILLING
				$120 92	JP#1-#7346269/FEB 01/02 BILLING
				$33 39	PCT#1-#7345609/FEB 01/02 BILLING
				$40 04	PCT#4-#7626731/FEB 01/02 BILLING
				$41. 94	PCT#2-#7626266/FEB 01/02 BILLING
				$35 59	PCT#3-#7345822/FEB 01/02 BILLING

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				$19 95	TELE COMM-#838-0226/FEB 1'02(CO CLK)
				$29 79	CO TAX-#968-2941/FEB 1'02(ORE CITY)
				$39 90	CO TAX-#838-8936/FEB 1'02
				$16 25	CO TAX-#838-0280/FEB 1'02
112996-APCA	02/15/02	EVANGELINE SPECIALIES CO , I	$54 18	$54 18	PCT#4-CUST#UPSCTY/HAND PADDLE STOP; SHIPPING
112997-APCA	02/15/02	EXPRESS LUBE DBA	$67 85	$19 95	CO S-OIL,FILTER;LABOR
				$19 95	CO S-UNIT#15/OIL;FILTER;LABOR
				$27 95	CO S-UNIT#19/OIL;FILTER;LABOR
112998-APCA	02/15/02	EXXONMOBIL FLEET/GECC	$22 20	$22 20	CO S-ACCT#3699357285/GASOLINE
112999-APCA	02/15/02	FANNIN FARM EQUIPMENT	$224 70	$26 00	PCT#4-GLOVES
				$29 00	PCT#1-145 AC
				$26 00	PCT#4-GLOVES
				$24 00	PCT#4-GLOVES;FUNNELS
				$15 75	PCT#3-TRUE CUT
				$68 95	PCT#3-SAW BLADE;WELDING HOOD
				$18 00	PCT#1-JAN CYL RENT
				$17 00	PCT#3-JAN 2002 CYL RENT
113000-APCA	02/15/02	FEDEX	$52 64	$52 64	CO S-ACCT#171613256/SHIPMENTS TO HUNTSVILLE & ARLINGTON
113001-APCA	02/15/02	FEED FER LESS FARM SUPPLY	$61 50	$61 50	PCT#2-GREEN TUBE
113002-APCA	02/15/02	FIRST MEDCHOICE	$156 75	$30 75	CO JAIL-JASON WAGNER/MEDICAL
				$37 00	CO JAIL-CARL L WILLIAMS/MEDICAL
				$89 00	CO JAIL-MICHAEL MCKINLEY/MEDICAL
113003-APCA	02/15/02	FOOT CLINIC/PAUL C JONES	$19 64	$19 64	INDIG-FRED MOORE MEDICAL
113004-APCA	02/15/02	GALE GROUP	$84 68	$84 68	CO LIB-ACCT#165349/HUMAN DISEASES
113005-APCA	02/15/02	GALL'S INC.	$37 49	$54 48	CO S-ACCT#0004099537/FLASHLIGHT BATTERY PACK
				$16 99cr	CO S-CHARGER CORD CREDIT
113006-APCA	02/15/02	GILMER COMPUTER TECH	$100 00	$100 00	JUV PROB-COMPUTER REPAIR
113007-APCA	02/15/02	GILMER DISCOUNT TIRE	$20 00	$20 00	CONST#4-ROTATE & BALANCE TIRES
113008-APCA	02/15/02	GILMER DRUG COMPANY	$331 63	$145 14	INDIG-PRESCRIPTIONS
				$186 49	CO JAIL-PRESCRIPTIONS
113009-APCA	02/15/02	GILMER LUMBER COMPANY INC	$59 44	$15 98	CO BLDGS-CUST#0021020/LUMBER;PAINT BRUSH
				$4 83	CO BLDGS-CUST#0021020/LUMBER
				$38 63	JUV PROB-CUST#0021020/INV#10097937&10096998
113010-APCA	02/15/02	GILMER OFFICE CENTER	$30 00	$30 00	D A-STEPHANIE FULTON/HOT CK RESTITUTION

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113011-APCA	02/15/02	GILMER OFFICE CENTER	$857.75	$149.98	CO. BLDGS-FILE CABINET W/LOCK
				$18 67	CO BLDGS-CALENDARS
				$1 29	CO. TAX-CALENDAR REFILL
				$10. 42	CO. TAX-(2)BOTTLES OF INK
				$1. 96	CO BLDGS-PENS
				$11. 82	COMM CT-BINDERS
				$94. 95	CO. JAIL-COMPUTER PAPER
				$66. 42	CO S-6 CARTRIDGE RIBBONS
				$4. 98	PCT#1-LEGAL FILES
				$16. 08	C. CLK-TAPE; WEEKLY APPT BOOK
				$7. 16	CO TAX-DESK CALENDARS, CALENDAR REFILLS
				$49 98	CO S-COPY PAPER
				$20. 16	TREAS-ENVELOPES
				$65. 90	COMM CT-COLOR CARTRIDGE
				$37. 68	JP#1-BINDER, PEN REFILLS
				$66 65	CO S-CARTRIDGE; STAPLER; TAPE, PENCILS; PENS; LIG PAPER
				$8 20	CO S-PEN REFILLS
				$14. 95	CO JAIL-NOTARY STAMP
				$29. 90	CO JAIL-SELF INKING STAMPS
				$12. 53	CO JAIL-LIQUID PAPER; POST-IT-NOTES
				$2 98	JP#1-2 UNIBALL GEL PENS
				$7. 87	PCT#2-COPY PAPER; DISKETTES
				$8 16	PCT#4-PAPER, DISKETTES; CLIPS
				$44 84	CO JAIL-NOTARY BOOKS
				$14 95	CO. JAIL-NOTARY STAMP/J DANIELS
				$8. 67	CO S-RECEIPT BOOK
				$22 32	JP#4-FOLDERS; ENVELOPES; NOTES; BINDERS
				$2. 95	CO EXT-DISKETTE MAILERS
				$3. 15	CO TREAS-CODED LABELS, SORTKURK
				$27 19	CO S-1 BX LAMINATING POUCHES
				$24. 99	CO. S-8 1/2x11 COPY PAPER
113012-APCA	02/15/02	GLOBAL DOCUGRAPHIX	$2,403. 92	$2,403. 92	CO. TAX-(125, 400)TAX RECEIPTS
113013-APCA	02/15/02	GRIFFITH LAW FIRM P C	$541 00	$541. 00	D CT-812, 848/ROBERT MALONEY
113014-APCA	02/15/02	GRIFFITH LAW FIRM, PC	$1,850 00	$350 00	D. CT-810, 875/KARL WILLIAMS
				$350 00	D CT-8J-29-01/I-I-O-S A L
				$350 00	D CT-812, 562/BIBBY JOE LINDLEY
				$450. 00	D CT-8540-98/I-I-O-M N Y
				$350 00	D CT-812, 871/JOHNNIE SARGENT
113015-APCA	02/15/02	H & H BUILDERS SUPPLY	$12. 86	$12 86	SUP-ACCT#4177/SUPPLIES
113016-APCA	02/15/02	H&D TIRE & AUTOMOTIVE	$2,052 57	$5 87	CO BLDGS-ROOF PATCH; GLOVES
				$7. 31	CO. BLDGS-PAINTBRUSH; SANDPAPER; SCREWS
				$1. 24	PCT#4-GALV PLUGS
				$46 35	PCT#4-BUSHING; FITTING; OIL DRY; BOLTS, SPRAY
				$4. 00	PCT#1-BOOT
				$23. 83	PCT#4-BROOM; HOE

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				$1 99	PCT#1-SLEEVE; NIPPLE; FITTING
				$33 07	CO BLDGS-BOLTS; HASP; BIT; LOCKS
				$4 19	CO BLDGS-KEYS; KEY RINGS
				$132 29	PCT 3-COUPLING BALL; HITCH RING; BELT; WATER PUMP
				$5 70	PCT#4-SCREWS
				$33 63	PCT#2-BRAKE YOKE; PIN; U-JOINT
				$9 89	CO BLDGS-COMMAND ORGANIZER
				$1 92	CO BLDGS-ADAPTER; ELL; CPLG; PVC
				$3 00	CO BLDGS-SCREWS
				$26 37	CO BLDGS-MULTIMETER; PLUG; CPLNG; ELLS; TAPE
				$2 86	CO BLDGS-SHELF BRACKETS
				$38 41	PCT#3-PARTS; LABOR
				$16 17	PCT#4-CUPS; CUP HOLDER; TARP STRAP
				$0 98	CO BLDGS-KEY
				$3 60	CO BLDGS-ANCHORS
				$2 14	CO BLDGS-DUCT TAPE
				$184 64	PCT 4-MULTIPLY FUNCTION SWITCH
				$21 02	PCT#1-BELT
				$30 86	PCT#4-MICRO MIST; WD-40, BRAKE KLEEN; BRUSH
				$24 01	PCT#1-TUBE REPAIR; BOOT
				$2 40	PCT#1-FUSES
				$6 00	CO BLDGS-LABOR
				$1 33	CO BLDGS-KEY; KEY RING
				$31 83	PCT#1-PAINT; BRUSH
				$17 78	PCT#1-PAINT; BRUSHES
				$1 46	CO BLDGS-BOLT; CHUCK
				$6 73	CO BLDGS-TROWEL; TARP STRAP
				$3 32	CO BLDGS-DUCT TAPE
				$33 90	PCT#4-OIL
				$24 29	PCT#4-HOOK
				$33 17	PCT#4-GAGES; CHUCK; PLUG; EL
				$22 31	PCT#3-BOLT CUTTERS
				$26 00	PCT#4-SHOVEL
				$29 30	PCT#4-FERRULE; FITTING
				$12 74	CO S-13 KEYS
				$3 58	PCT#3-HACK SAW BLADE
				$374 01	PCT 3-TIRE; TUBE
				$26 98	PCT#3-BLADES
				$110 61	PCT#4-KNIFE; PULLEY; BELTS
				$13 35	PCT#1-COUPLER; HOSE
				$619 37	PCT#2-TRACTOR TIRE, TUBES
				$1 96	CO S-2 KEYS
				$65 53	PCT#2-BATTERY; BALLAST
				$7 99	PCT#3-TRASH BAGS
				$26 98cr	PCT#3-RETURNED BLADES
				$61 73cr	PCT#4-RETURNED BELTS
113017-APCA	02/15/02	HALL SIGNS OF TEXAS	$69 18	$69 18	PCT#3-CUST#3641/SIGNS; FREIGHT
113018-APCA	02/15/02	HART INTERCIVIC	$2,228 44	$2,228 44	ELECTIONS-CUST#3816/VOTING SIGNS

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113019-APCA	02/15/02	HENRY WHITLEY P C	$1,680 00	$1,680 00	D CT-JAMES ROGERS
113020-APCA	02/15/02	HERBERT L. YOUNG	$8,676 62	$8,521 46	PCT#1-3,932 GALS DIESEL; 4,245 GALS GAS
				$33.07	D A-37gals GAS
				$122.09	CO BLDGS-136 GALS GAS
113021-APCA	02/15/02	HEWITTS	$123 95	$16 00	PCT#3-HARDWARE
				$29 97	PCT#3-HARDWARE
				$8.22	PCT#3-HARDWARE; GLOVES
				$63 19	JP#3-GATE; SET; POSTS; CAPS; BOLTS; HARDWARE
				$6 57	PCT#3-HARDWARE; GLOVES
113022-APCA	02/15/02	HOLMES CONCRETE PIPE	$1,482 30	$11 40	PCT 4-24"PLASTIC COUPLING
				$547 50	PCT 2-36"ID POLIMER COATED STEEL CULVERT
				$115 20	PCT 4-15"PLASTIC CULVERT
				$171 00	PCT 2-18"IDX36 REINFORCED TILE
				$456 00	PCT 2-24"ID PLASTIC PIPE
				$181.20	PCT 4-18"ID PLASTIC PIPE
113023-APCA	02/15/02	INTEGRATED BUSINESS SYSTEMS	$700 71	$102 68	SUP-CUST#AL0020/DEC 1'01-JAN 1'02 MAINT
				$483 17	NON DEPT-CUST#AL0020/SERV-12/01/01-2/01/02
				$5 86	JUV PROB-CUST#AL0020/DEC 1'01-JAN 1'02
				$109 00	D A.-TONER FOR SAVIN FAX
113024-APCA	02/15/02	JANICE GASTON	$171.00	$171 00	CO JAIL-19hrs @$9 00ea CONTRACT SERVICES
113025-APCA	02/15/02	JENNINGS SCRAP & SALVAGE CO	$203 00	$203.00	PCT#1-#93131; (1)1x4x8x1/2 & 1/8 PLATES
113026-APCA	02/15/02	JERRY KUHN	$28 31	$28 31	CO JAIL-REIMBURSE GAS; MEALS/TAKING PATIENT TO RUSK
113027-APCA	02/15/02	JODAC OFFICE SUPPLY	$358 00	$358 00	CO S-(2)SWIVEL ARM CHAIRS
113028-APCA	02/15/02	JOE ORMS	$573 49	$573 49	PCT#1-REIMBURSE LODGING; MEALS; MILEAGE
113029-APCA	02/15/02	JOHN W. MOORE	$700.00	$350 00	D. CT-#12,836/SAMMY D FERRILL, SR
				$350 00	D CT-#12,824/DANNY FRANCIS
113030-APCA	02/15/02	JOYCE MORRISON	$30 93	$30 93	CO LIB-REIMBURSE MILEAGE; MEALS/NETL MEETING
113031-APCA	02/15/02	JR'S OF DIANA	$115 40	$41 68	DA-JAMES THOMAS/HOT CHECK RESTITUTION
				$73 72	DA-DEBRA CHRISTIAN/HOT CHECK RESTITUTION
113032-APCA	02/15/02	KAREN TUCKER	$273 21	$273 21	EXT-REIMBURSE EXPENSES-1/04-1/31/02
113033-APCA	02/15/02	KELLY KLOSET	$74 30	$74 30	D A-JOE L PEREZ/HOT CK RESTITUTION
113034-APCA	02/15/02	KENNETH WILLIAMSON	$150 00	$150 00	D A-MELINDA TUCK/HOT CK RESTITUTION
113035-APCA	02/15/02	KILGORE COLLEGE	$125 00	$5 00	D A-TUITION/RICHARD LINGLE
				$120 00	CO. S-TUITION/GARY D ROBERTS&BOBBY SANDERS

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113036-APCA		02/15/02	KIRBY RESTAURANT SUPPLY	$115 00	$115 00	CO JAIL-ACCT#7009/SERV-1/10-2/06/02
113037-APCA		02/15/02	KNOWLES PUBLISHING, INC	$117 94	$117 94	D A-ACCT#00938148/ERISMAN'S REVER ERRORS IN TX CRIM CASES REL 38
113038-APCA		02/15/02	LESLIE'S SMALL ENGINES	$94 62	$94 62	D A-KRISTI JOHNSON/HOT CK RESTITUTION
113039-APCA		02/15/02	LESS GAUSS INC.	$137 90	$137 90	CO S-LIGHTS; SHIPPING
113040-APCA		02/15/02	LISA MONEY	$117 81	$117 81	JP#1-REIMBURSE/374mi@ 15ea 12/31/01-2/11/02
113041-APCA		02/15/02	LONG MOTOR CO.	$1,228 52	$664 91	D A-ELAINE RAINES/HOT CK RESTITUTION
					$563 61	D A-SCOTT W TEFTELLER/HOT CK RESTITUTION
113042-APCA		02/15/02	LONGVIEW ASPHALT INC	$21,399 89	$2,145 91	PCT#2-ACCT#221772/OIL DIRT(71 53 TON @ $26 50)HAULING
					$6,476 74	PCT#4-ACCT#221774/OIL DIRT(205 61 TON @ $27 50); HAULING
					$1,071 62	PCT#2-CUST#221772/OIL DIRT(35 72TON @26 50)HAULING
					$9,485 31	PCT#4-ACCT#221774/OIL DIRT(301 12 TON @ $27 50); HAULING
					$705 00	PCT#2-ACCT#221772/OIL DIRT(23 50 TON @ $23 50); HAULING
					$763 51	PCT#2-CUST#221772/OIL DIRT(25 45 TON @ $26 50); HAUKING
					$751 80	PCT#2-OIL DIRT/25 06 TON @ $26 50; HAULING
113043-APCA		02/15/02	LONGVIEW NEWS-JOURNAL	$143 40	$143 40	CO LIB-@003021/12mo SUBSCRIPTION
113044-APCA		02/15/02	LOWE'S COMPANIES, INC	$169 92	$169 92	PCT#3-ACCT#00040090519/SCHRUBS, LANDSCAPE TIMBERS, PLANTS
113045-APCA		02/15/02	MAYHAN FABRICATORS INC	$195 00	$25 00	PCT#1-CUST#514. 5/ANGLE IRON
					$170 00	CO S-CUST#514 5/INSTALL CAGE IN PATROL CAR
113046-APCA		02/15/02	MEDICAL WHOLESALE INC	$268 34	$268 34	CO JAIL-CUST#3047/MEDICAL SUPPLIES
113047-APCA		02/15/02	MICHAEL MARTIN ATTY	$250 00	$250 00	CO CT-@25,913/TIMOTHY ARNESS BUCHANAN
113048-APCA		02/15/02	MIKE CRAIG FORD MERCURY	$57 35	$57 35	SUP-CUST#433008/INV#1410 & 1931
113049-APCA		02/15/02	MIRANDA WELCH	$47.07	$47 07	JP#3-REIMBURSE MILEAGE
113050-APCA		02/15/02	MORRIS COUNTY AUDITOR	$684 90	$684 90	NON DEPT-SENATE BILL 7 FORMS
113051-APCA		02/15/02	MUSIC MOUNTAIN WATER CO	$64 24	$35 74	D A-ACCT#16928400/JAN 31/02 BILLING
					$28 50	TAX-ACCT#16700100/JAN. 31/02 BILLING
113052-APCA		02/15/02	NEWSOM'S GROCERY	$41.81	$41 81	DA-ADELINA ARIAS/HOT CHECK RESTITUTION

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113053-APCA		02/15/02	NICHOLS MACHINERY COMPANY	$302 89	$496 25	PCT#3-ACCT#10420/VALVE; FREIGHT
					$6.64	PCT#3-ACCT#10420/BOLTS
113054-APCA		02/15/02	D.W LOYD, II	$350 00	$350 00	D CT-#11,491/SHERIE BRAY RASH
113055-APCA		02/15/02	OFFICE & GIFTS CENTER	$212 55	$36.99	JP#4-INK CARTRIDGE
					$16 65	VET SERV-ENVELOPES
					$3 78	CO. S-CARD HOLDER
					$29.99	SUP-NEW INK CARTRIDGE
					$5.99	CO LIB-3 HOLE PUNCH
					$46.19	JP#3-FAX MACHINE FILM
					$10 96	D CLK-IBM CORR RIBBON
					$51.33	D JUDGE-CASSETTES; PAPER
					$10 67	D.A-STORAGE FILES; CLIPS
113056-APCA		02/15/02	OFFICE DEPOT INC	$115.40	$75 41	JP#3-#601116003590277/SUPPLIES
					$39 99	COMPUTER-#601116003590277/MODEM
113057-APCA		02/15/02	OFFICEMAX CREDIT PLAN	$20 32	$79 99	JP#1-#601158420015771/INDUSTRIAL SHELF
					$59 67cr	JP#1-RETURN/SECURITY ENVELOPES&MED CLAIMS FORMS
113058-APCA		02/15/02	OLMSTEED-KIRK PAPER CO	$57 00	$57 00	CO MAINT-CUST#32479; 1 CASE ORANGE METERED AERO
113059-APCA		02/15/02	OLYMPIC WASTE - KILGORE	$1,378 58	$1,288 58	ACCT#0700020542/JAN 31/02 BILLING
					$90.00	PCT#1-ACCT#0700094774/JAN 31/02 BILLING
113060-APCA		02/15/02	ORE CITY HOME & AUTO INC	$108 14	$44 32	PCT#2-PARTS, HYD HOSES
					$10 78	PCT#2-SIMPLE GREEN(2)
					$5.58	PCT#2-BITS
					$1 47	PCT#2-ELECTRIC TAPE
					$7 88	PCT#2-ROD; HINGE
					$23.27	PCT#2-CLAMPS
					$3 30	PCT#2-BOLT
					$11 54	PCT#2-NUTSETTER; SCREWS
113061-APCA		02/15/02	OVERSTREET'S WRECKER SERVICE	$45 00	$45 00	CO. S-TOWING SERVICE
113062-APCA		02/15/02	PATRICIA HARRISON	$600 00	$200 00	CO CT-COURT REPORTING 1/28/02
					$200 00	CO CT-COURRT REPORTING 1/30/02
					$200.00	CO CT-COURT REPORTING 2/01/02
113063-APCA		02/15/02	PEGUES - HURST MOTOR CO	$175 32	$7 06	PCT#4-ACCT#8346/SW ASSY
					$168.26	PCT#2-ACCT#5305/FUEL KIT
113064-APCA		02/15/02	PERMA BOUND	$323 17	$323.17	CO LIB-BOOKS (20)
113065-APCA		02/15/02	PRITCHETT WATER SUPPLY CORP	$34 13	$34 13	PCT#1-ACCT#1406/JAN. 29/02 BILLING
113066-APCA		02/15/02	PRO-MED SYSTEMS	$253.59	$253.59	D CLK-CUST#UPSCDC/LABELS; FREIGHT

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113067-APCA	02/15/02	PROFESSIONAL FOOD SYSTEMS	$776 86	$430 08	CO JAIL-CUST#17130/ASSORTED FOODS
				$46 50	CO JAIL-CUST#17130/SAUSAGE
				$300 28	CO JAIL-CUST#17130/ASSORTED FOODS
113068-APCA	02/15/02	QADIR CORP	$151 96	$47 66	D A-JAMES MCFADDEN JR/HOT CK RESTITUTION
				$104 30	D A-WAYLON POPE/HOT CK. RESTITUTION
113069-APCA	02/15/02	RELIABLE OFFICE SUPPLIES	$236 36	$236 36	COMM CT-CUST#75112602/HP FAX 1020
113070-APCA	02/15/02	RICK JACKSON	$173 25	$173 25	PCT#3-REIMBURSE/550mi@ 315ea
113071-APCA	02/15/02	RICK'S TIRE SERVICE	$45 00	$45 00	PCT#4-SERVICE CALL; 2 TIRE MTS
113072-APCA	02/15/02	RISO INC.	$1 55	$1 55	NON DEPT-CUST#63199S1/DUPLICATOR-12/19/01-01/18/02
113073-APCA	02/15/02	RON CHAPMAN	$200 83	$200 83	D CT-MILEAGE; MEALS; LODGING/12/5-6/01
113074-APCA	02/15/02	RONNIE DEVILLE	$775 00	$775 00	PCT#2-10 LOADS OF GRRAVEL HAULED FROM BARNWELL
113075-APCA	02/15/02	RUSSELL GREEN JR	$901 22	$901 22	PCT#4-REIMBURSE LODGING; MEALS; MILEAGE/V J YOUNG INST
113076-APCA	02/15/02	SABINE PIPE & SUPPLY	$286 00	$286 00	PCT 3-3/4"RODS
113077-APCA	02/15/02	SABINE VALLEY COUNSELING CEN	$450 00	$450 00	JUV PROB-JAN'02 COUNSELING
113078-APCA	02/15/02	SALEM PRESS INC	$848 40	$424 20	CO LIB-ACCT#LTX352/GREAT ATHLETES OF 20TH CENT
				$424 20	CO LIB-CUST#LTX352/MASTERPLOTS II POETRY REVICSED
113079-APCA	02/15/02	SCHMANN'S SALES	$107 57	$107 57	D A-GINA PELAIA/HOT CK RESTITUTION
113080-APCA	02/15/02	SCOTT-MERRIMAN INC	$525 05	$88 75	JP#1-100 NON-VIOLATOR COMPACT FORMS
				$376 35	D CLK-CUST#UPO1/DOCKET LEAVES; SHIPPING
				$59 95	JP#4-CUST#UPO1/COMMITMENT FORMS; SHIPPING
113081-APCA	02/15/02	SHARON WATER SUPPLY CORP	$20 76	$20 76	PCT#4-ACCT#101133/SERV-12/17/01-1/15/02
113082-APCA	02/15/02	SMITH OIL COMPANY	$423 37	$210 37	PCT#2-OIL DRY; CABLE ENDS; OIL; FILTER; BATTERIES; BRK. FLUID
				$44 00	PCT#2-BRAKE FLUID
				$169 00	PCT#3-1/55 TRACTOR HYD FLUID
113083-APCA	02/15/02	SMITH PROPANE CO INC	$125 00	$125 00	PCT#1-PROPANE
113084-APCA	02/15/02	SOLUTIONS 2000 INC	$195 00	$195 00	SUP-TRAINING/CHRIS BROWN(AUSTIN)
113085-APCA	02/15/02	SOUTHWESTERN BELL	$3 30	$3 30	D JUDGE-#214106223621B3/FEB 01/02 BILLING

Check #...	HC Date	Vendor.	Check Amount.	Invoice Amts	Invoice Descriptions . ..
113086-APCA	02/15/02	SOUTHWESTERN ELECTRIC POWER	$1,225 25	$104 13	CO. LIGHTS-ACCT#16733/FEB 07/02 BILLING
				$1,050 00	CO. BLDGS-ACCT#56747/SERV-1/08-2/07/02
				$71 12	CO BLDGS-ACCT#62646989/SERV-1/08-2/07/02
113087-APCA	02/15/02	SW MENTAL HEALTH TESTING	$75 00	$75.00	CO. JAIL-DENNIS WARREN 1/15/02 PYCH ASSESSMENT
113088-APCA	02/15/02	SYSCO FOOD SYSTEMS INC	$2,620 19	$13 39	CO JAIL-ACCT#288639/DROP SHIPMENT
				$1,519 79	CO JAIL-CUST#288639/ASSORTED FOODS
				$1,123 15	CO JAIL-CUST#288639/ASSORTED FOODS
				$14.39cr	CO JAIL-ACCT#288639/CREDIT ON FOOD
				$17.75cr	CO. JAILCREDIT ON FOOD
113089-APCA	02/15/02	T & S QUIK LUBE	$19 95	$19 95	CO. S-OIL; FILTER; LABOR
113090-APCA	02/15/02	TECHMASTERS	$1,950 00	$450 00	COMPUTER-SERVICE CALL/WEB BROWSER CONSULTATION
				$525 00	COMPUTER-SERVICE CALL/ROUTER CONFIG(WEB BROWSER)
				$975 00	COMPUTER-WEB BROWSER/SERVICE CALL(13 HRS)
113091-APCA	02/15/02	TEFTELLER & PELAIA	$1,050 00	$350.00	D CT-#12,117/JASON BAUGHMAN
				$350 00	D CT-#12,456/ANTONIO E DODDY
				$350.00	D CT-#J-6-01/I-I-D-C D D JR
113092-APCA	02/15/02	TELETOUCH CORPORATION	$297 46	$17 21	PCT#3-ACCT#56064198/FEB 01/02 BILLING
				$8.27	ENVIRN-#56072169/FEB 1'02
				$271.98	CO. S-#3062303/FEB 1'02
113093-APCA	02/15/02	TEXACO REFINING &	$101 36	$101 36	CO S-#6103028459/FEB 4'02
113094-APCA	02/15/02	TEXAS ASSOCIATION OF COUNTIE	$77 00	$77 00	NON. DEPT-AUTO PHYSICAL DAMAGE COVERAGE
113095-APCA	02/15/02	TEXAS AWNING & CANVAS INC	$54 40	$54 40	PCT 3-TEXAS FLAG; US FLAG
113096-APCA	02/15/02	TEXAS DIST. &CO ATTY ASSOC	$25 00	$25 00	D A-MEMB ID#9742/MARGARET FARMER-3/2002-3/2003
113097-APCA	02/15/02	TEXAS PROBATION ASSOC.	$35 00	$35 00	SUP-MEMEBERSHIP FEE/DARRELL RAY
113098-APCA	02/15/02	THE EARTHGRAINS COMPANY	$457 50	$75 00	CO JAIL-CUST#09008071/BREAD
				$22 50	CO JAIL-CUST#09008071/BREAD
				$75 00	CO. JAIL-CUST#09008071/BREAD
				$75.00	CO JAIL-CUST#09008071/BREAD
				$75 00	CO JAIL-CUST#09008071/BREAD
				$22.50	CO JAIL-CUST#09008071/BREAD
				$112.50	CO JAIL-CUST#09008071/BREAD
113099-APCA	02/15/02	THE MCKENIZE CLINIC	$60 00	$60 00	SUP-#UPS000000/JAN 29'02 OFFICE VISIT(ARNOLD ULYSSES)
113100-APCA	02/15/02	TJPC	$125 00	$125.00	JUV. PROB-TRAINING#02-04/MELINDA SMITH

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Check #	HC Date	Vendor.	Check Amount	Invoice Amts	Invoice Descriptions . . . . .
113101-APCA	02/15/02	TWIN STATE TRUCKS INC	$269 63	$105 93	PCT#4-ACCT#19127/KIT;HITACH
				$163 70	PCT#4-ACCT#19127/DRUM
113102-APCA	02/15/02	COX COMMUNICATIONS	$19 95	$19 95	TELE COMM-ACCT#0018608100341202/JAN 24/02 BILLING
113103-APCA	02/15/02	U S FOODSERVICE-DALLAS	$3,368 16	$1,000 00	CO JAIL-CUST#420711/ASSORTED FOODS
				$533 17	CO JAIL-CUST#420711/ASSORTED FOODS
				$596 58	CO JAIL-CUST#420711/ASSORTED FOODS
				$1,259 56	CO JAIL-CUST#420711/ASSORTED FOODS
				$21 15cr	CO JAIL-CUST#280711/CREDIT ON FOODS
113104-APCA	02/15/02	UNIFRIST CORP	$316 81	$65 15	PCT#3-CUST#153607/UNIFORM SERVICE
				$66 21	PCT#3-UNIFORM SERVICE
				$61 45	PCT#3-UNIFORM SERVICE
				$61 45	PCT#3-UNIFORM SERVICE
				$62 55	PCT#3-UNIFORM SERVICE
113105-APCA	02/15/02	UNITED ELEVATOR SERVICES COM	$66,043 62	$66,043 62	CO BLDGS-#DTD0001742/CONTRACT LESS RETAINER
113106-APCA	02/15/02	UNITED STATES TREASURY	$913 82	$913 82	NON DEPT-#0638109865/#75-6001187 TAX
113107-APCA	02/15/02	UNIVERSAL TIME EQUIPMENT COM	$604 25	$604 25	J CTR-ACCT#UCS00001/DETECTORS;GUARDS;SHIPPING
113108-APCA	02/15/02	UPSHUR COUNTY ADULT PROBATIO	$77 00	$77 00	JUV PROB-DEC 10'01 THRU JAN 25'02 UA'S
113109-APCA	02/15/02	UPSHUR COUNTY AMBULANCE SERV	$1,000 00	$500 00	CO JAIL-ACCT#PAT-000093/KELLY EVANS
				$500 00	CO JAIL-CUST#PAT-000093/KELLY EVANS 11/24/01
113110-APCA	02/15/02	UPSHUR COUNTY WRECKER SERVIC	$110 00	$110 00	PCT#4-TOWING
113111-APCA	02/15/02	UPSHUR-RURAL ELECTRIC COOP	$282 16	$78 25	PCT#2-ACCT#41186523&91396012/JAN 22/02 BILLING
				$72 50	PCT#1-#31885226/FEB 04/02 BILLING
				$123 84	JP#1-#42999172/FEB 04/02 BILLING
				$7 57	WASTE-ACCT#10793251/FEB 05/02 BILLING
113112-APCA	02/15/02	VARNADO FEED SERVICE	$27 45	$22 50	PCT#4-POLES/10 10FT
				$4 95	CO BLDGS-BAR BAIT
113113-APCA	02/15/02	VERIZON	$140 00	$140 00	911-RETAG #5 BUTTON&CHANGE PROGRAM(JAIL)
113114-APCA	02/15/02	VERIZON SOUTHWEST	$5,376 58	$5,062 35	TELE COMM-#843-4000/JAN 19'02
				$9 42	CO S-#1BA-2703/JAN 19/02 BILLING
				$62 15	TELE COMM-#843-6500/JAN 19'02(COMPUTER)
				$129 10	JP#3-#FDO-0122/JAN 19'02
				$229 68	CO TAX-#844-0638/JAN 22'02
				$83 88	CO TAX-#843-0630/JAN 28'02
113115-APCA	02/15/02	VISTA BUSINESS MACHINES	$151.45	$73 93	NON DEPT-JETMAIL INK CARTRIDGE;SHIPPING
				$77 52	NON DEPT-SERIAL#7247486/CASSETTE;TAPE;SHIPPIN

Check # ..	HC Date	Vendor.	Check Amount	Invoice Amts	Invoice Descriptions
113116-APCA	02/15/02	WAL-MART #146	$1,023 82	$39 85	DA-ADELINA ARIAS/HOT CHECK RESTITUTION
				$98.68	DA-DILLARD JOHNSON/HOT CHECK RESTITUTION
				$138.05	DA-SANDY WADE/HOT CHECK RESTITUTION
				$74 00	DA-JONATHAN BOWERS/HOT CHECK RESTITUTION
				$104.09	D A-HEALTH STONE/HOT CK RESTITUTION
				$131 11	D A-SERCENDRA JOHNSON/HOT CK RESTITUTION
				$171.61	D A-LISA YEDINAK/HOT CK RESTITUTION
				$201 13	D A-SHELLY MAXWELL/HOT CK RESTITUTION
				$65.30	D A-TONIA STONE/HOT CK RESTITUTION
113117-APCA	02/15/02	WALMART COMMUNITY BRC	$23 40	$23 40	D CLK-#60322020100923?8/JAN 22'02
113118-APCA	02/15/02	WALMART COMMUNITY BRC	$160 84	$160 84	CO S-#60322020100926?9/JAN 22'02
113119-APCA	02/15/02	WAUKESA-PEARCE INDUSTRIES IN	$120 74	$120 74	PCT#2-ACCT#20310/DIPSTICK, ELEMENT
113120-APCA	02/15/02	WEST GROUP PAYMENT CENTER	$127 00	$127 00	JP#3-ACCT#1002002688/DEC. 22/01 BILLING
113121-APCA	02/15/02	WEST SIDE FURNITURE	$46 90	$18 95	PCT#2-SAW CHAIN
				$27 95	CCP-WEED EATER LINE
113123-APCA	02/15/02	WILLIAMS ELECTRONICS	$2,845 00	$195 00	CONST#4-SIREN&100 W SPEAKERS
				$2,650 00	CO. S-LIGHT BAR PARTS, REPAIR, OUTLETS, PANELS, BRAKERS ETC
113124-APCA	02/15/02	WYONE MANES	$90 09	$90 09	JP#1-REIMBURSE/286mi@ 315ea 12/3/01-2/11/02
113125-APCA	02/15/02	YAZELL CHEVROLET-OLDS INC	$3 93	$3 93	PCT#1-CUST#1991/COVER
113126-APCA	02/15/02	YOUNG'S HEATING & AIR	$49 00	$49 00	J CTR-CHECKED BAD CIRCUIT BD@SHERIFF OFFICE
113127-APCA	02/15/02	WHOLESALE SUPPLY COMPANY	$23 03	$23 03	YEAR LABELS; STYLE LABELS; MANILA FILE FOLDERS; FREIGHT
113128-APCA	02/25/02	POSTMASTER	$2,449 46	$2,449 46	CO TAX-7607 PIECES SECOND TAX NOTICES
Total for APCA - Accounts Payable Clearing Account			$322,102 49		

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1702-FNB 125		02/15/02	UPSHUR CO OPERATING ACCOUNT	$1,203 29	$1,203 29	125 PLAN CANCER;HEART/STROKE PREMIUMS 2/15/02
1703-FNB 125		02/15/02	UPSHUR COUNTY INSURANCE ACCO	$4,936 25	$4,936 25	125 PLAN DEP INS PREMIUMS 2/15/02
Total for FNB 125 - IRC/125 PLAN				$6,139 54		

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Check #...	HC Date	Vendor	Check Amount	Invoice Amts	Invoice Descriptions
1177-FNB INS	02/15/02	HEALTHCARE PARTNERS HEALTH P	$67 50	$67 50	ADMIN FEE 125 PLAN 02/15/2002
1178-FNB INS	02/15/02	MANAGED PHARMACY BENEFITS IN	$9,982 59	$9,982 59	GROUP#80086 PERIOD 01/31/02
1179-FNB. INS	02/15/02	UPSHUR COUNTY INSURANCE CLEA	$2,954 66	$12,336 31	02/07/02 UP PAYMENT REGISTER
				$32 76cr	VOIDED CHECK #12810 DATED 12/13/01
				$7,563 89cr	12/13/01 UPOS FUNDED 12/14/01(CK#1165-FNB INS)
				$1,785.00cr	CK#11444/DOCTOR VOIDED IN ERROR
Total for FNB INS - INSURANCE			$13,004 75		
Grand Total			$341,246 78		

207 records listed

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREEN

COMMISSIONER PCT#2, TOMMY STANLEY

FILED
REX A SHAW
COUNTY CLERK
02 FEB 28 AM 10:14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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UPSHUR COUNTY — JURY SELECTION SYSTEM — 26 Feb 2002
THE SOFTWARE GROUP, INC — JAN COMM-2002 02/11/02/DC JURY LIST — PAGE 1
Check Register for 02/26/02

Check Number	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
113129-APCA	Ms	GLORIA KING	GLORIA KING	12450	02/26/2002	$10 00		115
113130-APCA	Mr	FELTON DAVIS	FELTON DAVIS	9405	02/26/2002	$10.00		115
113131-APCA	Ms	MARY WYLIE	MARY WYLIE	140516	02/26/2002	$10.00		115
113132-APCA	Mr	CHARLES PENNEY	CHARLES PENNEY	5922	02/26/2002	$10.00		115
113133-APCA	Ms	SHIRLEY GORMAN STEWART	SHIRLEY GORMAN STEWART	168250	02/26/2002	$10 00		115
113134-APCA	Mr	RUSSELL EDGAR JACKSON	RUSSELL EDGAR JACKSON	206526	02/26/2002	$10 00		115
113135-APCA	Mr	STEPHEN MULLINNEX	STEPHEN MULLINNEX	157700	02/26/2002	$10 00		115
113136-APCA	Ms	PRISCILLA ANN DAVIDSON	PRISCILLA ANN DAVIDSON	158659	02/26/2002	$10 00		115
113137-APCA	Mr	THOMAS LEE BASHIOUM	THOMAS LEE BASHIOUM	214368	02/26/2002	$10 00		115
113138-APCA	Mr	MATTHEW WAYNE COCHRAN	MATTHEW WAYNE COCHRAN	206746	02/26/2002	$10 00		115
113139-APCA	Mr	CHARLES DARWIN JUSTMAN	CHARLES DARWIN JUSTMAN	214932	02/26/2002	$10 00		115
113140-APCA	Mr	RICHARD RUSSELL SEYMOUR	RICHARD RUSSELL SEYMOUR	212367	02/26/2002	$20 00		115
113141-APCA	Ms	KATHY BEARD WEEKS	KATHY BEARD WEEKS	206857	02/26/2002	$10 00		115
113142-APCA	Ms	RUTH E ALLISON	RUTH E ALLISON	10541	02/26/2002	$20.00		115
113143-APCA	Ms	TIFFANY GAIL BULLARD	TIFFANY GAIL BULLARD	154957	02/26/2002	$10 00		115
113144-APCA	Ms	EVELYN C REESE	EVELYN C REESE	163084	02/26/2002	$10 00		115
113145-APCA	Mr	TIMOTHY CHASE SMALL	TIMOTHY CHASE SMALL	172765	02/26/2002	$10 00		115
113146-APCA	Ms	LINDA WEIR	LINDA WEIR	10441	02/26/2002	$10 00		115
113147-APCA	Ms	DEBORAH LANG	DEBORAH LANG	11649	02/26/2002	$20.00		115
113148-APCA	Mr	THOMAS DARRELL SHELTON	THOMAS DARRELL SHELTON	170768	02/26/2002	$10.00		115
113149-APCA	Ms	BRENDA CAROLLE POMEROY	BRENDA CAROLLE POMEROY	159564	02/26/2002	$20 00		115
113150-APCA	Mr	RICHARD JOEL RINEHART	RICHARD JOEL RINEHART	146211	02/26/2002	$10 00		115
113151-APCA	Mr	MICHEAL DON MCHENRY	MICHEAL DON MCHENRY	163958	02/26/2002	$10 00		115
113152-APCA	Mr	DANIEL FLUELLEN	DANIEL FLUELLEN	210775	02/26/2002	$10.00		115
113153-APCA	Mr	STEPHEN RAY SCURLOCK	STEPHEN RAY SCURLOCK	201041	02/26/2002	$20 00		115
113154-APCA	Ms	DANA ELAINE WILSON	DANA ELAINE WILSON	172499	02/26/2002	$10 00		115

Check Number. .	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
113155-APCA	Mr	HEWITT DERAMUS	HEWITT DERAMUS	204898	02/26/2002	$20 00		115
113156-APCA	Mr	DAVID DOYLE FERGUSON	DAVID DOYLE FERGUSON	204798	02/26/2002	$10 00		115
113157-APCA	Ms	JOYCE BAIRD WILLIAMS	JOYCE BAIRD WILLIAMS	174155	02/26/2002	$10 00		115
113158-APCA	Mr	DEAN JOSEPH MCEVOY	DEAN JOSEPH MCEVOY	191441	02/26/2002	$10 00		115
113159-APCA	Mr	WILLIAM KENT POWERS	WILLIAM KENT POWERS	164545	02/26/2002	$10 00		115
113160-APCA	Ms.	MAUDIE SPURLOCK	MAUDIE SPURLOCK	192541	02/26/2002	$20 00		115
113161-APCA	Ms	LENA MAVONEE KIRBY	LENA MAVONEE KIRBY	161596	02/26/2002	$10 00		115
113162-APCA	Ms	RUBY N HENDERSON	RUBY N HENDERSON	7906	02/26/2002	$20 00		115
113163-APCA	Ms	CATHY GARLAND TOLLIVER	CATHY GARLAND TOLLIVER	204658	02/26/2002	$10 00		115
113164-APCA	Mr	KADE BROWNING LAGRONE	KADE BROWNING LAGRONE	211148	02/26/2002	$10 00		115
113165-APCA	Ms	HELEN INEZ FITZGERALD PLA NT	HELEN INEZ FITZGERALD PLANT	193021	02/26/2002	$10 00		115
113166-APCA	Mr	MICHAEL DON WRAGG	MICHAEL DON WRAGG	206432	02/26/2002	$10 00		115
113167-APCA	Mr	RANDY SCOTT HILTON	RANDY SCOTT HILTON	189967	02/26/2002	$10 00		115
113168-APCA	Ms	JENNIFER PEPPER DAVIS	JENNIFER PEPPER DAVIS	206623	02/26/2002	$10 00		115
113169-APCA	Mr	MICHIEL JEROMY TIMMONS	MICHIEL JEROMY TIMMONS	164209	02/26/2002	$20 00		115
113170-APCA	Mr	LOEMAN EUGENE MULLENS	LOEMAN EUGENE MULLENS	149918	02/26/2002	$10 00		115
113171-APCA	Mr	WILLY PAT BLACKSTONE	WILLY PAT BLACKSTONE	160057	02/26/2002	$10 00		115
113172-APCA	Ms	LINDA RUTH THOMPSON	LINDA RUTH THOMPSON	163876	02/26/2002	$10.00		115
113173-APCA	Mr	WESLEY DWAYNE HICKEY	WESLEY DWAYNE HICKEY	206626	02/26/2002	$10 00		115
113174-APCA	Ms	IMOGENE JONES	IMOGENE JONES	154779	02/26/2002	$20 00		115
113175-APCA	Ms	CAROLYN JEAN JACKSON	CAROLYN JEAN JACKSON	153171	02/26/2002	$20 00		115
113176-APCA	Ms	LOIS FAY KEITH	LOIS FAY KEITH	210364	02/26/2002	$10 00		115
113177-APCA	Ms	SHARON C SIGTENHORST	SHARON C SIGTENHORST	193261	02/26/2002	$10 00		115
113178-APCA	Ms	SUE CATRON	SUE CATRON	147184	02/26/2002	$10 00		115
113179-APCA	Mr	DALE RAY MANES	DALE RAY MANES	210747	02/26/2002	$10 00		115
113180-APCA	Ms	JULIE SHANNON HOWSHON	JULIE SHANNON HOWSHON	165934	02/26/2002	$10 00		115

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UPSHUR COUNTY — JURY SELECTION SYSTEM — 26 Feb 2002
THE SOFTWARE GROUP, INC — JAN COMM-2002 02/11/02/DC JURY LIST — PAGE 3
Check Register for 02/26/02

Check Number .	Title	Name	Check Name	Juror ID	Check Date	Amount	Ck Status	Court
113181-APCA	Mr	WILLIAM PARRISH GOOD	WILLIAM PARRISH GOOD	213934	02/26/2002	$10 00		115
113182-APCA	Ms	DIANNE HARRIS	DIANNE HARRIS	172458	02/26/2002	$10. 00		115
113183-APCA	Mr	WESLEY DOYLE NIXON	WESLEY DOYLE NIXON	213907	02/26/2002	$10 00		115
113184-APCA	Ms	RHONDA RENE BURKE	RHONDA RENE BURKE	201243	02/26/2002	$10 00		115
113185-APCA	Mr	MARCQULIN O JIMMERSON	MARCQULIN O JIMMERSON	172507	02/26/2002	$10 00		115
113186-APCA	Mr	JOHN CURTIS MOSS	JOHN CURTIS MOSS	147635	02/26/2002	$20 00		115
113187-APCA	Mr	EDDIE GENE RAIBOURN	EDDIE GENE RAIBOURN	141944	02/26/2002	$20 00		115
113188-APCA	Mr	MARK SCOTT BEAN	MARK SCOTT BEAN	205767	02/26/2002	$10 00		115
113189-APCA	Mr	LOYD BYRON OWENS	LOYD BYRON OWENS	151310	02/26/2002	$10 00		115
113190-APCA	Mr	DURAN ARNOLD	DURAN ARNOLD	2918	02/26/2002	$10 00		115
113191-APCA	Mr	EDDIE HOYT MCKINLEY	EDDIE HOYT MCKINLEY	144755	02/26/2002	$10 00		115
113192-APCA	Mr	JEFFERY HUGH HAMILTON	JEFFERY HUGH HAMILTON	204141	02/26/2002	$10 00		115
113193-APCA	Mr	JOHN MARK MCGEE	JOHN MARK MCGEE	161285	02/26/2002	$10 00		115
113194-APCA	Mr	ROBERT WESLEY GREEN	ROBERT WESLEY GREEN	192814	02/26/2002	$10 00		115
113195-APCA	Ms	DONNA ANN DUNNAVANT	DONNA ANN DUNNAVANT	162357	02/26/2002	$10 00		115
113196-APCA	Mr	WYLIE DALE CAMPER	WYLIE DALE CAMPER	191278	02/26/2002	$20. 00		115
113197-APCA	Ms	JANA LEANN BURCHAM	JANA LEANN BURCHAM	147157	02/26/2002	$10 00		115
113198-APCA	Ms	PAULA DAVIDSON	PAULA DAVIDSON	12202	02/26/2002	$10. 00		115
113199-APCA	Ms	BARBARA S WILLIAMS	BARBARA S WILLIAMS	192510	02/26/2002	$10 00		115
113200-APCA	Mr	MICHAEL KEITH BURKS	MICHAEL KEITH BURKS	152083	02/26/2002	$10 00		115
113201-APCA	Mr	BILLY ALVIN GRAY	BILLY ALVIN GRAY	214321	02/26/2002	$20 00		115
113202-APCA	Mr	TOMMY JACKSON	TOMMY JACKSON	11255	02/26/2002	$10 00		115
113203-APCA	Ms	LINDA SUE MULLENS	LINDA SUE MULLENS	202917	02/26/2002	$10 00		115
113204-APCA	Ms	PEGGY LAVERNE BELCHER	PEGGY LAVERNE BELCHER	193462	02/26/2002	$20. 00		115
113205-APCA	Ms	PAMELA EATON MCCUISTION	PAMELA EATON MCCUISTION	194795	02/26/2002	$10 00		115
113206-APCA	Ms	GLENDA MOSELEY	GLENDA MOSELEY	8864	02/26/2002	$20 00		115

Check Number ..	Title	Name.	Check Name . .	Juror ID	Check Date	Amount	Ck Status	Court
113207-APCA	Mr	JASON DOYLE WALTON	JASON DOYLE WALTON	171189	02/26/2002	$10 00		115
113208-APCA	Ms	MARY HORNSBY	MARY HORNSBY	140275	02/26/2002	$10 00		115
113209-APCA	Ms	EVETTE ELAINE B EVANS	EVETTE ELAINE B EVANS	155749	02/26/2002	$10 00		115
113210-APCA	Ms	BETTYE JANETTE PARISH	BETTYE JANETTE PARISH	199601	02/26/2002	$10 00		115
113211-APCA	Mr	THOMAS ALAN ADAMS	THOMAS ALAN ADAMS	174596	02/26/2002	$10 00		115
113212-APCA	Mr	CLAY FARRELL ALEXANDER	CLAY FARRELL ALEXANDER	165905	02/26/2002	$10 00		115
113213-APCA	Mr	JACK LEANDER VOYLES	JACK LEANDER VOYLES	153226	02/26/2002	$10 00		115
113214-APCA	Mr	SETH MICHEAL REEVES	SETH MICHEAL REEVES	157580	02/26/2002	$10 00		115
113215-APCA	Mr	STEPHEN ANDREW BESHIRES	STEPHEN ANDREW BESHIRES	172909	02/26/2002	$10 00		115
113216-APCA	Ms	VIRGINIA KAY RICHARDSON	VIRGINIA KAY RICHARDSON	215789	02/26/2002	$10 00		115
113217-APCA	Ms	MARY HAMBERLIN	MARY HAMBERLIN	3633	02/26/2002	$20 00		115
113218-APCA	Ms.	MELODIE LYN WILLIAMS	MELODIE LYN WILLIAMS	162370	02/26/2002	$20 00		115
113219-APCA	Mr	CARY RANDT PILCHER	CARY RANDT PILCHER	190437	02/26/2002	$10 00		115
113220-APCA	Mr	DENNIS LEN PARSONS	DENNIS LEN PARSONS	159461	02/26/2002	$10 00		115
113221-APCA	Mr	ROBERT LAMON ANDERSON	ROBERT LAMON ANDERSON	147076	02/26/2002	$10 00		115
113222-APCA	Ms	MARIA CASTILLEJA SANTOY	MARIA CASTILLEJA SANTOY	170702	02/26/2002	$10 00		115
113223-APCA	Ms	SANDRA MCCELLON	SANDRA MCCELLON	9919	02/26/2002	$20 00		115
113224-APCA	Mr.	JOHN WILLIAM DILLINGHAM	JOHN WILLIAM DILLINGHAM	206082	02/26/2002	$20 00		115
113225-APCA	Mr	ROBERT WADE WRIGHT	ROBERT WADE WRIGHT	146518	02/26/2002	$10.00		115
113226-APCA	Mr	DAVID ANTHONY JOHNSON	DAVID ANTHONY JOHNSON	163873	02/26/2002	$10 00		115
113227-APCA	Mr	JOE LYNN TILLERY	JOE LYNN TILLERY	146385	02/26/2002	$20 00		115
113228-APCA	Ms	MARCI LYNN ROBINSON	MARCI LYNN ROBINSON	190780	02/26/2002	$20 00		115
113229-APCA	Mr	MELESIO LIZARDI MALDONADO	MELESIO LIZARDI MALDONADO	163195	02/26/2002	$10 00		115
113230-APCA	Ms	CYNTHIA LEE BLAND	CYNTHIA LEE BLAND	153013	02/26/2002	$10 00		115
113231-APCA	Ms	MARGIE H COX	MARGIE H COX	206215	02/26/2002	$10 00		115
113232-APCA	Mr	WILLIAM EDMAND STROUD	WILLIAM EDMAND STROUD	206671	02/26/2002	$10 00		115

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UPSHUR COUNTY — JURY SELECTION SYSTEM — 26 Feb 2002
THE SOFTWARE GROUP, INC — JAN COMM-2002 02/11/02/DC JURY LIST — PAGE 9
Check Register for 02/26/02

Check Number	Title	Name.	Check Name .	Juror ID	Check Date	Amount	Ck Status	Court
113233-APCA	Mr	KELWIN SHANE PRATER	KELWIN SHANE PRATER	214597	02/26/2002	$10 00		115
113234-APCA	Mr	REX LEE ROZELL	REX LEE ROZELL	205064	02/26/2002	$10 00		115
113235-APCA	Ms	BECKY SUE GOODSON	BECKY SUE GOODSON	195832	02/26/2002	$10 00		115
113236-APCA	Ms	TRACY LYNN STINSON	TRACY LYNN STINSON	207997	02/26/2002	$10 00		115
113237-APCA	Mr	MARVIN SKYLON BULLOCK	MARVIN SKYLON BULLOCK	198678	02/26/2002	$20 00		115
113238-APCA	Ms	NANCY JANE HARRIS	NANCY JANE HARRIS	147379	02/26/2002	$20 00		115
113239-APCA	Mr	MICHAEL PAUL LEE	MICHAEL PAUL LEE	144692	02/26/2002	$20 00		115
113240-APCA	Mr	DALE EARL BAILEY	DALE EARL BAILEY	170295	02/26/2002	$10 00		115
113241-APCA	Ms	UPSHUR COUNTY JUVENILE FU ND	UPSHUR COUNTY JUVENILE FUND	COUNTY	02/26/2002	$40 00		115
113242-APCA	Ms	UPSHUR COUNTY	UPSHUR COUNTY	CRIME	02/26/2002	$30 00		115
Check Amounts						$1,450 00		

114 records listed.

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

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UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-02 Dept 476/DA

Employee Evelyn Jones

Social Security No. _____ Emp. ID# 326

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

02 FEB 28 AM 10: 13
FILED
REBECCA SPEER
COUNTY CLERK
UPSHUR COUNTY TX
DEPUTY

Comments: 15 years Longevity / Mat #30 s/m

03/02/87 Anniversary date

Authorized by Myra Harris

Approved by _____ Date 02-27-02

BP G1503

VOL 61 PG 363

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-02 Dept. 614/Pct#4

Employee Gary Davis

Social Security No _____ Emp ID# 770

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

REASON(S) FOR THE CHANGE(S)

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

02 FEB 28 AM 10:13
FILED
REX A. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Comments: 6 years Longevity @ 12 s/m

3/1/96 anniversary date

Authorized by: Myra Harris

Approved by: Date: 02-27-02

BP-G1503

VOL 61 PG 364

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-16-02 Dept. 613/Pct#3

Employee Mike Byers

Social Security No. _____ Emp. ID# 1079

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

FILED
REXA SHAW
COUNTY CLERK
02 FEB 28 AM 10:13
GILMER, TX.
BY _____ DEPUTY

Comments: 1 year Longevity $2 $/m

03/12/01 Anniversary date

Authorized by: Myra Harris

Approved by: _____ Date 02-27-02

BP-G1503

VOL 61 PG 365

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-16-01 Dept 560/Co. Sheriff

Employee Bobby Sanders

Social Security No _____ Emp ID# 200

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

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

02 FEB 28 AM 10:13
FILED
UPSHUR COUNTY, TEXAS
BY _____ DEPUTY

Comments. 1 year Longevity $2 - /m

03/12/01 Anniversary Date

Authorized by: Myra Harris

Approved by: Date: 02-27-02

BP-G1503

Upshur County Treasurer
THE SOFTWARE GROUP, INC

PAYROLL/PERSONNEL SYSTEM
CHECK REGISTER FOR CURRENT PAYROLL

12 01 13pm 27 Feb 20
PAGE 1

CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to. ...	NET PAY	DD	STATUS
7231-PCA	02/27/02	02/28/02	LAGRONE, PEGGY S	669 38		
7232-PCA	02/27/02	02/28/02	STILL, CHARLES L	1,856 46	N	
7233-PCA	02/27/02	02/28/02	CAIN, DERONDA KAYE	742 20	N	
7234-PCA	02/27/02	02/28/02	CHILDRESS, JANIS L.	563 22		
7235-PCA	02/27/02	02/28/02	ESCANLAR, DORISIE L	534 71		
7236-PCA	02/27/02	02/28/02	MCBRIDE, JUDITH A	542 63		
7237-PCA	02/27/02	02/28/02	RODENBERG, ROBIN D	645 11	N	
7238-PCA	02/27/02	02/28/02	SHAW, REX AUDENE	1,075 62	N	
7239-PCA	02/27/02	02/28/02	LOYD, DANNY MICHAEL	765 80	N	
7240-PCA	02/27/02	02/28/02	KUHN, JERRY LYNN	925 57	N	
7241-PCA	02/27/02	02/28/02	STEELMAN, KARMEN CITA	717 31	N	
7242-PCA	02/27/02	02/28/02	KELLAR, LEANDA M	517 78		
7243-PCA	02/27/02	02/28/02	LOFTIS, JO ANN	369 66	N	
7244-PCA	02/27/02	02/28/02	DRENNAN, DEANNA R	1,355 41		
7245-PCA	02/27/02	02/28/02	ENGLISH, LOUIE M	594 96		
7246-PCA	02/27/02	02/28/02	LIBERACKI, JAMES H	147 02		
7247-PCA	02/27/02	02/28/02	ROSS, TERRI LYNN	885 19	N	
7248-PCA	02/27/02	02/28/02	ASKEW, PATSY M.	362 98	N	
7249-PCA	02/27/02	02/28/02	CHEVALIER, MELISSA K	664 85		
7250-PCA	02/27/02	02/28/02	HAMBERLIN, FRANKIE M	1,024 13	N	
7251-PCA	02/27/02	02/28/02	HENSON, TEENA	778 56		
7252-PCA	02/27/02	02/28/02	MARSHALL, LORING F	524 66		
7253-PCA	02/27/02	02/28/02	PATE, CASEY N	634 00	N	
7254-PCA	02/27/02	02/28/02	SMITH, SUSAN K	379 49		
7255-PCA	02/27/02	02/28/02	GRIMES, ARNOLD	713 00		
7256-PCA	02/27/02	02/28/02	MANES, AMNA WYONE	556 03		
7257-PCA	02/27/02	02/28/02	MONEY, LISA R	609.74		
7258-PCA	02/27/02	02/28/02	CRISLER, LORA L	631 98		
7259-PCA	02/27/02	02/28/02	EDGE, PAMELA S	558 99		
7260-PCA	02/27/02	02/28/02	LITTLETON, PERRY M	850 71		
7261-PCA	02/27/02	02/28/02	PERRY, CAROLYN JO	772 63	N	
7262-PCA	02/27/02	02/28/02	WELCH, MIRANDA L	639 51	N	
7263-PCA	02/27/02	02/28/02	JEWKES, SHERYL L	646 47		
7264-PCA	02/27/02	02/28/02	RAY, WILLIAM VALTON	755 35	N	
7265-PCA	02/27/02	02/28/02	BRUNSON, MARY DELL	862.71	N	
7266-PCA	02/27/02	02/28/02	BULLOCK, CAROLYN SUE	900 57	N	
7267-PCA	02/27/02	02/28/02	FARMER, MARGARET A	595 96		
7268-PCA	02/27/02	02/28/02	JONES, EVELYN D	827 71	N	
7269-PCA	02/27/02	02/28/02	LINGLE, JOSEPH RICHARD JR	1,006 80	N	
7270-PCA	02/27/02	02/28/02	MOORE, BARBARA L	727 33	N	
7271-PCA	02/27/02	02/28/02	NORTON, ANGELA J	1,333 79		
7272-PCA	02/27/02	02/28/02	HUTCHINS, WANDA L	708 95	N	
7273-PCA	02/27/02	02/28/02	LONG, PAMELA GAY	1,141 29		
7274-PCA	02/27/02	02/28/02	EAST, KAREN A	544 40	N	
7275-PCA	02/27/02	02/28/02	EVANS, MINA LEE	243 50		
7276-PCA	02/27/02	02/28/02	HARRIS, MYRA	658 79	N	
7277-PCA	02/27/02	02/28/02	TUEL, LINDA LOUISE	548 02	N	

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
7278-PCA	02/27/02	02/28/02	CURTIS, BRIDGETT L	578 47		
7279-PCA	02/27/02	02/28/02	GENTRY, PAULA A	665 90		
7280-PCA	02/27/02	02/28/02	GIBSON, CARLA R	484 67		
7281-PCA	02/27/02	02/28/02	HARRIS, JOANNA S	558 83		
7282-PCA	02/27/02	02/28/02	HILL, BARBARA A	607 85		
7283-PCA	02/27/02	02/28/02	HOWELL, LUANA GAIL	611 70		
7284-PCA	02/27/02	02/28/02	JENKINS, LATICIA ANN	439 36	N	
7285-PCA	02/27/02	02/28/02	LAMINACK, SHERRON H	773 24		
7286-PCA	02/27/02	02/28/02	LEONARD, FONDA K	651 90		
7287-PCA	02/27/02	02/28/02	MCKINLEY, CHARLOTTE ELAINE	595 09		
7288-PCA	02/27/02	02/28/02	NEELEY, LISA D	638 26		
7289-PCA	02/27/02	02/28/02	SMITH, MICHEAL LOYD	1,102 22	N	
7290-PCA	02/27/02	02/28/02	SUSTAIRE, AMY W	473 68		
7291-PCA	02/27/02	02/28/02	OFFIELD, STELLA GINA	721 85		
7292-PCA	02/27/02	02/28/02	SHELTON, MELANIE M	34 73		
7293-PCA	02/27/02	02/28/02	COOK, JOHN RUBIN	754 61	N	
7294-PCA	02/27/02	02/28/02	DANIELS, CHARLES D	839 89	N	
7295-PCA	02/27/02	02/28/02	HENSON, PHILLIP D	514 69		
7296-PCA	02/27/02	02/28/02	MEARS, CHARLES R	670 07	N	
7297-PCA	02/27/02	02/28/02	BULLOCK, JOEL K	526 78		
7298-PCA	02/27/02	02/28/02	ROGERS, WILLIAM A	627 09		
7299-PCA	02/27/02	02/28/02	CORLEY, ROLAN D	661 13		
7300-PCA	02/27/02	02/28/02	KUZA, HENRY MICHAEL II	642 38	N	
7301-PCA	02/27/02	02/28/02	ALFORD, JOHN MATTHEW	868 56	N	
7302-PCA	02/27/02	02/28/02	BETTERTON, ANTHONY S	1,205 92	N	
7303-PCA	02/27/02	02/28/02	CROMLEY, ROBERT ALLEN	909 16	N	
7304-PCA	02/27/02	02/28/02	DAUSTER, PHILLIP MARK	816 92		
7305-PCA	02/27/02	02/28/02	DAVIS, SCOTT WAYDE II	902 04		
7306-PCA	02/27/02	02/28/02	DECUIR, JAMES A	934 96	N	
7307-PCA	02/27/02	02/28/02	DOWNS, GABRIEL R	867 20		
7308-PCA	02/27/02	02/28/02	FORTSON, LARRY WAYNE	873 71	N	
7309-PCA	02/27/02	02/28/02	GROSS, DON LARRY	868 56		
7310-PCA	02/27/02	02/28/02	HILL, PHILLIP M	877 22		
7311-PCA	02/27/02	02/28/02	MASSOLETTI, MARTY	874 41		
7312-PCA	02/27/02	02/28/02	MATTHEWS, GENEVA NELL	832 95		
7313-PCA	02/27/02	02/28/02	MOORE, JEFFERY SCOTT	832 11		
7314-PCA	02/27/02	02/28/02	MOORE, JERRY A	878 77	N	
7315-PCA	02/27/02	02/28/02	MURPHY, NADRA H	868 52	N	
7316-PCA	02/27/02	02/28/02	ROBERTS, GARY DALE	941 02		
7317-PCA	02/27/02	02/28/02	SALOIS, GEORGE CARL	907 07	N	
7318-PCA	02/27/02	02/28/02	SANDERS, BOBBY NEAL	964 72	N	
7319-PCA	02/27/02	02/28/02	STANLEY, TIMOTHY S	846 18		
7320-PCA	02/27/02	02/28/02	STEELMAN, PAUL A	358 03		
7321-PCA	02/27/02	02/28/02	THOMPSON, NANCY K	654 37	N	
7322-PCA	02/27/02	02/28/02	TILLERY, HIRAM D	1,046 85		
7323-PCA	02/27/02	02/28/02	WARREN, ROXANNE	871 56		
7324-PCA	02/27/02	02/28/02	WILLEFORD, DONALD L	833 76		

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CHECK.....	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
7325-PCA	02/27/02	02/28/02	YOUNG, LELAND WAYNE	838 08	N	
7326-PCA	02/27/02	02/28/02	BARBER, BILLIE DARLENE	761 40	N	
7327-PCA	02/27/02	02/28/02	BEAN, ELIZABETH M	585 86	N	
7328-PCA	02/27/02	02/28/02	BEASLEY, JAMES LEON	867 24	N	
7329-PCA	02/27/02	02/28/02	BLEDSOE, TRACI K	724 84		
7330-PCA	02/27/02	02/28/02	CHOYCE, LAWANA J	799 10		
7331-PCA	02/27/02	02/28/02	DANIELS, JOE NATHAN	637 81		
7332-PCA	02/27/02	02/28/02	DAVIDSON, JUSTIN SCOTT	727 95		
7333-PCA	02/27/02	02/28/02	GRISWOLD, JAMES E	862 98	N	
7334-PCA	02/27/02	02/28/02	HANCOCK, SHERREE L	798 06		
7335-PCA	02/27/02	02/28/02	HAWKINS, JEREMY K	779 31		
7336-PCA	02/27/02	02/28/02	HELPENSTILL, RAY B.	697 10	N	
7337-PCA	02/27/02	02/28/02	HUGHES, KAREN S	542 33		
7338-PCA	02/27/02	02/28/02	JACKSON, BROOKS C	769 26		
7339-PCA	02/27/02	02/28/02	JEFFERY, KATHY J	750 12		
7340-PCA	02/27/02	02/28/02	JOHNSON, JOHNNY J	749 60		
7341-PCA	02/27/02	02/28/02	MARTIN, JOSHUA P	765 18		
7342-PCA	02/27/02	02/28/02	MASON, JERRE KAY	722 85		
7343-PCA	02/27/02	02/28/02	MCCAULEY, JILL A	773 13		
7344-PCA	02/27/02	02/28/02	MITCHELL, LAURA L	762 14		
7345-PCA	02/27/02	02/28/02	MONTS, DEBRA J	647 04		
7346-PCA	02/27/02	02/28/02	NIELL, SHERRY L	816 78	N	
7347-PCA	02/27/02	02/28/02	NOLLEY, KENNETH R JR	744 29		
7348-PCA	02/27/02	02/28/02	PORTER, SANDRA L	837 02		
7349-PCA	02/27/02	02/28/02	POTTER, LYLE M JR	833 76		
7350-PCA	02/27/02	02/28/02	PYLE, RUTHIE L	730 71		
7351-PCA	02/27/02	02/28/02	ROBINSON, DONNA G	962.57	N	
7352-PCA	02/27/02	02/28/02	SHANNON, STEPHANIE	720 54		
7353-PCA	02/27/02	02/28/02	TAYLOR, ANTHONY M	757 57		
7354-PCA	02/27/02	02/28/02	TEFFTELLER, ALLEN K	819 30		
7355-PCA	02/27/02	02/28/02	WADE, ALAN M	815 71		
7356-PCA	02/27/02	02/28/02	WALKER, DIANE	699 82	N	
7357-PCA	02/27/02	02/28/02	WARREN, DENNIS C	733 92		
7358-PCA	02/27/02	02/28/02	YOUNGBLOOD, JOHN MICHAEL	733 92		
7359-PCA	02/27/02	02/28/02	BERRY, DEBORAH DENISE	605 44	N	
7360-PCA	02/27/02	02/28/02	BRIAN, KRISTIE D	886 26		
7361-PCA	02/27/02	02/28/02	BROWN, CHRISTOPHER E	1,109.65		
7362-PCA	02/27/02	02/28/02	BURROUS, JAMES MICHAEL	838 78		
7363-PCA	02/27/02	02/28/02	GRANT, GLENDA ANN	739.58		
7364-PCA	02/27/02	02/28/02	HANCOCK, KATHRYN B	914 97		
7365-PCA	02/27/02	02/28/02	HUDGINS, ROYCE L III	1,286 34	N	
7366-PCA	02/27/02	02/28/02	KELLER, LINDA H	1,184 43		
7367-PCA	02/27/02	02/28/02	MCJIMSEY, BRUCE F	964 14		
7368-PCA	02/27/02	02/28/02	OGDEN, CHRISTI D	1,156 01		
7369-PCA	02/27/02	02/28/02	OTT, KIMBERLY R	622 35		
7370-PCA	02/27/02	02/28/02	RAY, JIMMY DARRELL	1,660 07		
7371-PCA	02/27/02	02/28/02	SMITH, TRACY B.	798 18		

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
7372-PCA	02/27/02	02/28/02	SPIVEY, JOHN K.	1,032 92		
7373-PCA	02/27/02	02/28/02	WARREN, SHERRY L	624.86		
7374-PCA	02/27/02	02/28/02	ALLEN, RALPH WAYNE	824 96		
7375-PCA	02/27/02	02/28/02	DANIELS, BRIAN M.	895 30		
7376-PCA	02/27/02	02/28/02	EDWARDS, SANDRA D	781 94	N	
7377-PCA	02/27/02	02/28/02	HERNDON, LORIE A.	633 67		
7378-PCA	02/27/02	02/28/02	SMITH, MELINDA L.	689 10	N	
7379-PCA	02/27/02	02/28/02	WYLIE, MILTON J	1,308 55	N	
7380-PCA	02/27/02	02/28/02	SMITH, NADRA CITA	634 90	N	
7381-PCA	02/27/02	02/28/02	BECK, EARNEST EARL	457 33	N	
7382-PCA	02/27/02	02/28/02	DERAMUS, HEWITT	613 92		
7383-PCA	02/27/02	02/28/02	HUNTER, THOMAS H	407 87		
7384-PCA	02/27/02	02/28/02	JONES, ELLIS	414 99		
7385-PCA	02/27/02	02/28/02	MITCHELL, GARY	574 38		
7386-PCA	02/27/02	02/28/02	ORMS, JOE W	159 41		
7387-PCA	02/27/02	02/28/02	PIERCE, JAMES W	611 99		
7388-PCA	02/27/02	02/28/02	SMITH, EDDIE J	708 78	N	
7389-PCA	02/27/02	02/28/02	STOKER, JAMES LOUIS	944 89	N	
7390-PCA	02/27/02	02/28/02	BARNES, MICHAEL H	651 58		
7391-PCA	02/27/02	02/28/02	CROCKETT, HARRY JAMES	548 58	N	
7392-PCA	02/27/02	02/28/02	JEFFERY, DONALD RAY	639 65	N	
7393-PCA	02/27/02	02/28/02	JOHNSON, IVORY GENE	866 05	N	
7394-PCA	02/27/02	02/28/02	MCCAULEY, JAMES L.	605 91	N	
7395-PCA	02/27/02	02/28/02	NELSON, WILLIAM B	672 93		
7396-PCA	02/27/02	02/28/02	PENDARVIS, ABBOTT LYNN	871 65	N	
7397-PCA	02/27/02	02/28/02	STANLEY, TOMMY LEE	1,179.79	N	
7398-PCA	02/27/02	02/28/02	YOUNG, JOEY A.	469 01	N	
7399-PCA	02/27/02	02/28/02	BYERS, MICHAEL K	718 33		
7400-PCA	02/27/02	02/28/02	GLENN, BILLY E.	625 75	N	
7401-PCA	02/27/02	02/28/02	GLENN, GEORGE R	454 93	N	
7402-PCA	02/27/02	02/28/02	GLENN, VERNITA ANN	651 45		
7403-PCA	02/27/02	02/28/02	HOOKS, TERRY R	635 75		
7404-PCA	02/27/02	02/28/02	JACKSON, RICK D	1,178 73		
7405-PCA	02/27/02	02/28/02	THOMPSON, DANNY R	708 15		
7406-PCA	02/27/02	02/28/02	TIMMONS, GERALD WAYNE	949 95	N	
7407-PCA	02/27/02	02/28/02	VALENTINE, MERLE WAYNE	616 26		
7408-PCA	02/27/02	02/28/02	ALBRIGHT, ANTHONY DONOVAN	80 16		
7409-PCA	02/27/02	02/28/02	ALBRIGHT, GAYLE DAVID	540 56		
7410-PCA	02/27/02	02/28/02	BLACKSTONE, WILLY PAT	731 73		
7411-PCA	02/27/02	02/28/02	BOLIN, SANFORD E	735.10		
7412-PCA	02/27/02	02/28/02	DAVIS, GARY W.	727.15		
7413-PCA	02/27/02	02/28/02	DUKE, KENNETH R	779.46		
7414-PCA	02/27/02	02/28/02	FORT, TROY L	690 20		
7415-PCA	02/27/02	02/28/02	GREEN, RUSSELL N.	1,184 36		
7416-PCA	02/27/02	02/28/02	RITTER, DON L	719.22		
7417-PCA	02/27/02	02/28/02	STEWART, HEATH DILLION	105.50		
7418-PCA	02/27/02	02/28/02	WALTON, LLOYD H	672 89	N	

CHECK . .	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY.	DD	STATUS
7419-PCA	02/27/02	02/28/02	JOHNSON, GERALD DON	895 64	N	
7420-PCA	02/27/02	02/28/02	CORN, SKY R	85 61		
7421-PCA	02/27/02	02/28/02	DAVIDSON, TINA J	429 90		
7422-PCA	02/27/02	02/28/02	GILES, PEGGY J	528 47		
7423-PCA	02/27/02	02/28/02	MORRISON, JOYCE FRANCES	957 78	N	
7424-PCA	02/27/02	02/28/02	SEMRAU, RUTH E	402.88		
7425-PCA	02/27/02	02/28/02	SMITH, EMMA JEAN	639 92	N	
7426-PCA	02/27/02	02/28/02	WILLIAMS, JANET C	711 92	N	
7427-PCA	02/27/02	02/28/02	WILLIAMS, MATTHEW J	157 35		
7428-PCA	02/27/02	02/28/02	ACKER, BRUCE E	285 55		
7429-PCA	02/27/02	02/28/02	CAMPBELL, MARY ROSE	664 02	N	
7430-PCA	02/27/02	02/28/02	TUCKER, KAREN S	299 90		
				146,254.42		
				146,254 42		

200 records listed

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VOL 01 PG 371

UPSHUR COUNTY TREASURER
THE SOFTWARE GROUP, INC

PAYROLL SYSTEM V504
ESCROW CHECK PAYMENT REGISTER

11 56 55 27 FEB 2002
PAGE 1

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
113243-APC	02/28/02	UPSHUR COUNTY INSURANCE ACCOUNT	4,174 62
113244-APC	02/28/02	NATIONWIDE RETIREMENT	408.30
113245-APC	02/28/02	FIRST NATIONAL BANK GILMER	30,278 78
113246-APC	02/28/02	FIRST NATIONAL BANK GILMER	16,243 30
113247-APC	02/28/02	HEALTHFIRST TPA	1,171.67
113248-APC	02/28/02	UPSHUR COUNTY IRC/125	281 20
113249-APC	02/28/02	UPSHUR COUNTY IRC/125	92.15
113250-APC	02/28/02	UPSHUR COUNTY IRC/125	179 84
113251-APC	02/28/02	UPSHUR COUNTY IRC/125	298.71
113252-APC	02/28/02	UPSHUR COUNTY IRC/125	340 23
113253-APC	02/28/02	UPSHUR COUNTY IRC/125	5,056 73
113254-APC	02/28/02	ATTORNEY GENERAL OF TEXAS	247 30
113255-APC	02/28/02	EAST TEXAS PROFESSIONAL	2,190.50
113256-APC	02/28/02	FIRST NATIONAL BANK	917 50
113257-APC	02/28/02	GILMER NATIONAL BANK	237 50
113258-APC	02/28/02	UPSHUR COUNTY INSURANCE ACCOUNT	425 34
113259-APC	02/28/02	RHONDA REED #0009546732	135 00
113260-APC	02/28/02	KARMEN STEELMAN	330 13
113261-APC	02/28/02	CHERYL ALBRIGHT	162 50
113262-APC	02/28/02	BECKY GARRETT	97 50
113263-APC	02/28/02	SHARON KEMP #0539655371	105 00
113264-APC	02/28/02	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	68,165 97
113265-APC	02/28/02	MICHAEL GROSS	149 00
113266-APC	02/28/02	MICHAEL GROSS	112 50
113267-APC	02/28/02	VALIC	262 50
Total for All Payments -			132,063 97

FILED
REA SHAW
COUNTY CLERK
02 FEB 28 AM 10:14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

COUNTY JUDGE, CHARLES STILL

COMMISSIONER PCT#3, RICK JACKSON

COMMISSIONER PCT#1, JOE ORMS

COMMISSIONER PCT#4, RUSSELL GREER

COMMISSIONER PCT#2, TOMMY STANLEY

VOL 61 PG 372

A R LAY
CONSTRUCTION INC
GENERAL CONTRACTOR

received
2-25-02
10:10 AM

Brent Brevard
Brevard Architects
217A West Tyler Street
Gilmer, Texas 75644

February 21, 2002

CERTIFIED MAIL RECEIPT #7001 0360 0003 6588 1044 WITH RETURN REQUEST

RE: Upshur County Elevator Renovation

Dear Mr Brevard

We are in receipt of your letter dated February 20, 2002 today via Express Mail. Your time frame request to return to the jobsite is unreasonable If you decide to terminate our contract, we will expect payment through our last pay application and retainage. We will also expect a release on our payment and performance bonds

A R Lay Construction Inc

Alvie R Lay
President

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G703 — PAGE ONE OF PAGES

TO OWNER: County of Upshur, 100 W. Tyler, Gilmer, Texas 75644

PROJECT: Renovation to elevator shaft

APPLICATION NO: Two (2)

Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐

PERIOD TO: 2/5/02

PROJECT NOS

FROM CONTRACTOR: A.R. Lay Const. Inc., P.O. Box 5300, Tyler, Texas 75712

VIA ARCHITECT: Brevard Architects, 217A W. Tyler St., Gilmer, Texas 75644

CONTRACT FOR:

CONTRACT DATE: October 17, 2001

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 39,950.00
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 39,950.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$9,605.50	$ 10,[illegible]
5. RETAINAGE.		
a. 5 % of Completed Work (Column D + E on G703)	$ ~~448.28~~ $480.28	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$480.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$9,125.22	$ ~~448.28~~ $ 9,125.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$6,874.20	$ 6,874.20
8. CURRENT PAYMENT DUE	$2,251.02	$ [illegible]
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ ~~30,117.78~~ $ 30,524.78

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: A.R. Lay Const., Inc.

By: [signature] Vice President Date: 2/5/02

State of: Texas County of: Smith

Subscribed and sworn to before me this 5th day of February

Notary Public: Nicole Smith

My Commission expires: 9-22-2004

NICOLE SMITH NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-22-2004

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 2,251.02

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT

By: Brent Brevard Date: 2.15.02

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. NW, WASHINGTON, D.C. 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee

2.15.02 3:15 PM

Feb-05-02 02:25P A.R. LAY INC. 903 877 4449 P.02

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Feb-05-02 02:26P A.R. LAY INC. 903 877 4449 P.03

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: Two (2)
APPLICATION DATE: 2/5/02
PERIOD TO: 2/5/02
ARCHITECT'S PROJECT NO.:

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE)
1.	General Conditions	6,000.00	2,000.00	400.00		2,400.00	40	3,600.00	120.00
2.	Demolition	13,090.00	5,236.00	654.50		5,890.50	45	7,199.50	294.53
3.	Concrete	2,500.00							
4	Metals/S. Steel	4,500.00	—	~~675.00~~ 0		~~675.00~~ 0	15	~~3,825.00~~ 4,500.00	~~33.75~~
5	Carpentry	2,500.00							
6	Gypsum Board	4,100.00							
7.	Painting	2,000.00							
8.	Electrical	5,260.00	—	1,315.00		1,315.00	25	3,945.00	65.75
				2,369.50		9,605.50			480.28
		39,950.00	7,236.00	~~3,044.50~~		~~10,280.50~~		30,344.50	~~448.28~~

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE NW WASHINGTON D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

VOL 61 PG 375

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

MUTUAL AID AGREEMENT
BETWEEN THE CITY OF GLADEWATER
AND UPSHUR COUNTY, TEXAS

WHEREAS, the City of Gladewater, Texas, a municipal corporation situated i Upshur County, Texas, hereinafter called "City;" and Upshur County, Texas, a politic subdivision of the State of Texas, hereinafter called "County," perceive the need to a unnecessary duplication of facilities and personnel and to mutually accomplish a proj improve the efficiency of the local entities involved;

WHEREAS, as a consequence, the parties wish to enter into a mutual aid agreement, pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, FOR AND IN CONSIDERATION of these premises and consideration of the mutual benefits to be conferred by the parties, one to the other, i mutual aid of each other, it is hereby expressly understood and agreed that the purp terms, rights, objectives, duties, and responsibilities of the contracting parties are set as follows:

I. City Mutual Aid

(1) The City agrees to respond to calls for fire service in the unincorporated areas Upshur County in accordance with the Fire District Contracts.

(2) It is expressly agreed and understood by and between the parties hereto that the services agreed to be furnished by the City in the unincorporated areas of County ar subordinate and secondary to the best interests of the citizens of the City.

(3) Neither the City, nor its officers, agents, or employees shall be deemed to be age employees of the County, and the County shall not be liable for the negligence or ot tortious conduct of any such persons.

II. County Mutual Aid

(1) The County agrees to assist the City in the following types of street and road rep brush trimming, and cleaning out ditches and culverts within the incorporated areas City:

(a) The County shall furnish men and equipment and shall perform some of the nece street repairs and maintenance, brush trimming, and cleaning out of ditches a culverts within the incorporated areas of the City. For purposes of this Agree the necessity of street repairs and maintenance, brush trimming and cleaning ditches and culverts shall be established by agreement of the Street Superint and the County. The scheduling and manner of the County's response to the requests shall be within the sole discretion of the County.

(b) Requests for street repairs and maintenance, brush trimming, and cleaning out of and culverts shall be submitted by the City in writing to the County.

(c) Responsibilities hereunder are allocated as follows:

(1) The County shall be primarily responsible for:
- (a) street oiling;
- (b) brush trimming;
- (c) cleaning out of ditches.

(2) The City is responsible for the cost of all material used by the County i performance of this Agreement to mutually accomplish a project to imp the efficiency and effectiveness of the local entities involved.

(3) The City shall be authorized to observe work performed by the County and to check quantities, types, and cost of materials utilized by County pursuant to this Agreement; provided, however, that such observation and checking shall not include the right for the City to supervise work performed by the County.

(2) It is expressly agreed and understood by and between the parties hereto that the services (street and road maintenance, brush trimming, and cleaning out of ditches and culverts) agreed to be furnished by the County to those areas within the corporate limits of the City are subordinate and secondary to the best interests of the citizens of Upshur County as a whole, and that the determination of whether or not County personnel or equipment shall be used inside the corporate limits of the City at any given time, will be left to the sole discretion of the County, and it is agreed that the ultimate decision of the County, whose decision in such matters shall be final. The parties hereto stipulate and agree that if the County, for any reason, fails to furnish personnel and/or equipment for street repairs and maintenance inside

the corporate limits of the City, or otherwise fails to fulfill its obligations under this contract in any respect, although notified of the need of such service, the County shall not be liable in damages or otherwise to the City for the failure to furnish such service, and the City enters into this Agreement acknowledging that the County is without any such liability.

(3) Neither the County, its officers, agents, or employees shall be deemed to be an agent or employee of the City, and the City shall not be liable for the negligence or other tortious conduct of any such persons. The County further agrees to maintain insurance upon its equipment and vehicles to cover maximum liability of the County under the Texas Torts Claim Act.

III. Term

The initial term of this contract shall be a period of one (1) year beginning the day of March, 2002. This agreement shall be automatically renewed for successive year terms, provided, however, that either party hereto may terminate this agreement giving written notice of termination to the other party, at least sixty (60) days in advan the date of termination.

IV. Interlocal Agreement

It is understood that this agreement is entered into pursuant to Chapter 791 of Texas Government Code, as amended, which is known as the Interlocal Cooperation and that the services which are the subject of this Agreement constitute "government functions and services" as defined by that Act.

V. Notice

Any notice, request, or other communication under this Agreement shall be gi writing and shall be deemed to have been given by one party to the other party upon of the following dates:

(2) the date of the mailing thereof as shown by the post office receipt, if m the other party hereto by certified mail at the latest address specified b other party in writing;

(3) the date of the receipt thereof by such other party if not mailed by certif

mail.

VI. Force Majeure

In the event any party is rendered unable, wholly or in part, by force majeure, carry out any of its obligations under this contract, and where notice is possible, it is that on such party's giving notice and full particulars of such force majeure in writing telegraph to the other party as soon as possible after the occurrence of the cause reli upon, that the obligations of the party affected by force majeure, to the extent that du diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused as to the extent provide for no longer period. Such cause shall, as far as possible, be remedied with all reas dispatch.

The term "force majeure" as used herein, shall include, but not be limited to, a God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, st floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governm people, similar to those enumerated or otherwise, and not within the control of the p claiming such inability.

VII. Assignment

This contract shall bind and benefit the respective parties and their legal successors shall not be assignable, in whole or in part, by any party, without first obtaining the wr consent of the other party.

VIII. Modification

Except as otherwise provided in this contract, this contract shall be subject to change modification only with the written consent of the governing body of each of the partie hereto.

IX. Benefits

This contract shall be for the sole and exclusive benefit of the parties hereto and shal be construed to confer any rights upon any third party.

X. Entire Understanding

This contract shall supersede all prior agreements between the parties regarding the

matter hereof.

XI. Construction of Contract

The parties agree that this contract shall not be construed in favor of or again party on the basis that the party did or did not author this contract.

This contract has been executed by the parties hereto in duplicate originals, b equal force, this _____day of _____, 2002.

APPROVED:
CITY OF GLADEWATER

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

APPROVED:
COUNTY OF UPSHUR

_____
Commissioner, Pct. 1

_____
Commissioner, Pct. 2

_____
Commissioner, Pct. 3

_____
Commissioner, Pct. 4

_____
County Judge

VOL 61 PG 380

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR §

MUTUAL AID AGREEMENT BETWEEN THE CITY OF BIG SANDY AND UPSHUR COUNTY, TEXAS

WHEREAS, the City of Big Sandy, Texas, a municipal corporation situated in Upshur County, Texas, hereinafter called "City;" and Upshur County, Texas, a political subdivision of the State of Texas, hereinafter called "County," perceive the need to avoid unnecessary duplication of facilities and personnel and to mutually accomplish a project to improve the efficiency of the local entities involved;

WHEREAS, as a consequence, the parties wish to enter into a mutual aid agreement, pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, FOR AND IN CONSIDERATION of these premises and in consideration of the mutual benefits to be conferred by the parties, one to the other, in mutual aid of each other, it is hereby expressly understood and agreed that the purposes, terms, rights, objectives, duties, and responsibilities of the contracting parties are set forth as follows:

I. City Mutual Aid

(1) The City agrees to respond to calls for fire service in the unincorporated areas of Upshur County in accordance with the Fire District Contracts.

(2) It is expressly agreed and understood by and between the parties hereto that the fire services agreed to be furnished by the City in the unincorporated areas of County are subordinate and secondary to the best interests of the citizens of the City.

(3) The City agrees to actively police the railroad crossing at White Oak Road, including prompt issuance of citations to the conductor of any train which blocks said intersection in excess of ten minutes, pursuant to V.T.C.A., Transportation Code § 471.007.

(4) Neither the City, nor its officers, agents, or employees shall be deemed to be agents or employees of the County, and the County shall not be liable for the negligence or other tortious conduct of any such persons.

II. County Mutual Aid

(1) The County agrees to assist the City in the following types of street and road repair, brush trimming, and cleaning out ditches and culverts within the incorporated areas of the City:

(a) The County shall furnish men and equipment and shall perform some of the necessary street repairs and maintenance, brush trimming, and cleaning out of ditches and culverts within the incorporated areas of the City. For purposes of this Agreement, the necessity of street repairs and maintenance, brush trimming and cleaning out of ditches and culverts shall be established by agreement of the Street Superintendent and the County. The scheduling and manner of the County's response to the City's requests shall be within the sole discretion of the County.

(b) Requests for street repairs and maintenance, brush trimming, and cleaning out of ditches and culverts shall be submitted by the City in writing to the County.

(c) Responsibilities hereunder are allocated as follows:

(1) The County shall be primarily responsible for:
(a) street oiling;
(b) brush trimming;
(c) cleaning out of ditches.

(2) The City is responsible for the cost of all material used by the County in the performance of this Agreement to mutually accomplish a project to improve the efficiency and effectiveness of the local entities involved.

(3) The City shall be authorized to observe work performed by the County and to check quantities, types, and cost of materials utilized by County pursuant to this Agreement; provided,

however, that such observation and checking shall not include the right for the City to supervise work performed by the County.

(2) It is expressly agreed and understood by and between the parties hereto that the services (street and road maintenance, brush trimming, and cleaning out of ditches and culverts) agreed to be furnished by the County to those areas within the corporate limits of the City are subordinate and secondary to the best interests of the citizens of Upshur County as a whole, and that the determination of whether or not County personnel or equipment shall be used inside the corporate limits of the City at any given time, will be left to the sole discretion of the County, and it is agreed that the ultimate decision of the County, whose decision in such matters shall be final. The parties hereto stipulate and agree that if the County, for any reason, fails to furnish personnel and/or equipment for street repairs and maintenance inside the corporate limits of the City, or otherwise fails to fulfill its obligations under this contract in any respect, although notified of the need of such service, the County shall not be liable in damages or otherwise to the City for the failure to furnish such service, and the City enters into this Agreement acknowledging that the County is without any such liability.

(3) In consideration of this agreement, the County agrees to transfer title to the portable building presently located at 118 East Gilmer Street, Big Sandy, Texas, said title to be transferred at the conclusion of this contract, contingent upon the satisfactory performance of the City under this contract.

(4) Neither the County, its officers, agents, or employees shall be deemed to be an agent or employee of the City, and the City shall not be liable for the negligence or other tortious conduct of any such persons. The County further agrees to maintain insurance upon its equipment and vehicles to cover maximum liability of the County under the Texas Torts Claim Act.

III. Term

The initial term of this contract shall be a period of one (1) year beginning the first day of March, 2002. This agreement shall be

automatically renewed for successive one (1) year terms, provided, however, that either party hereto may terminate this agreement by giving written notice of termination to the other party, at least sixty (60) days in advance of the date of termination.

IV. Interlocal Agreement

It is understood that this agreement is entered into pursuant to Chapter 791 of the Texas Government Code, as amended, which is known as the Interlocal Cooperation Act, and that the services which are the subject of this Agreement constitute "governmental functions and services" as defined by that Act.

V. Notice

Any notice, request, or other communication under this Agreement shall be given in writing and shall be deemed to have been given by one party to the other party upon either of the following dates:

(1) the date of the mailing thereof as shown by the post office receipt, if mailed to the other party hereto by certified mail at the latest address specified by such other party in writing;

(2) the date of the receipt thereof by such other party if not mailed by certified mail.

VI. Force Majeure

In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this contract, and where notice is possible, it is agreed that on such party's giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, that the obligations of the party affected by force majeure, to the extent that due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, similar to those enumerated or otherwise, and not within the control of the party claiming such inability.

VII. Assignment

This contract shall bind and benefit the respective parties and their legal successors and shall not be assignable, in whole or in part, by any party, without first obtaining the written consent of the other party.

VIII. Modification

Except as otherwise provided in this contract, this contract shall be subject to change and modification only with the written consent of the governing body of each of the parties hereto.

IX. Benefits

This contract shall be for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party.

X. Entire Understanding

This contract shall supersede all prior agreements between the parties regarding the subject matter hereof.

XI. Construction of Contract

The parties agree that this contract shall not be construed in favor of or against any party on the basis that the party did or did not author this contract.

This contract has been executed by the parties hereto in duplicate originals, both of equal force, this _____day of _____, 2002.

APPROVED:
CITY OF BIG SANDY

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

APPROVED:
COUNTY OF UPSHUR

_____
Commissioner, Pct. 1

_____
Commissioner, Pct. 2

_____
Commissioner, Pct. 3

_____
Commissioner, Pct. 4

_____
County Judge

VOL 61 PG 386

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and Gilmer ISD, hereafter referred to as "Gilmer ISD". Upshur County and Gilmer ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of the Gilmer Schools located in Upshur County

RESPONSIBILITY OF GILMER ISD Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Gilmer Schools, including but not limited to sand, clay, oil dirt, road oil and gravel Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done

Upshur County and Gilmer ISD agree that county road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement

In the case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement

IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT 1

_____
COMMISSIONER, PCT 3

_____
GILMER SUPERINTENDENT

ATTEST.

_____
UPSHUR COUNTY CLERK

_____
COMMISSIONER, PCT. 2

_____
COMMISSIONER, PCT 4

ATTEST:

_____
BOARD SECRETARY

VOL 61 PG 387

FILED
REX A. SHAW
COUNTY CLERK

02 FEB 28 AM 10: 14

BY _____ DEPUTY

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and Harmony ISD, hereafter referred to as "Harmony ISD". Upshur County and Harmony ISD do hereby jointly agree to the following obligations

RESPONSIBILITY OF UPSHUR COUNTY Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of the Harmony Schools located in Upshur County.

RESPONSIBILITY OF HARMONY ISD. Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Harmony Schools, including but not limited to sand, clay, oil dirt, road oil and gravel Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Harmony ISD agree that county road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue. involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement

In the case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT 1

_____
COMMISSIONER, PCT. 3

ATTEST

_____
UPSHUR COUNTY CLERK

_____
COMMISSIONER, PCT. 2

_____
COMMISSIONER, PCT. 4

ATTEST:

_____
HARMONY SUPERINTENDENT

_____
BOARD SECRETARY

VOL 61 PG 388

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 14
UPSHUR COUNTY, TX.
BY_____
DEPUTY

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and Ore City ISD, hereafter referred to as "Ore City ISD". Upshur County and Ore City ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of the Ore City Schools located in Upshur County.

RESPONSIBILITY OF ORE CITY ISD: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Ore City Schools, including but not limited to sand, clay, oil dirt, road oil and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Ore City ISD agree that county road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement

In the case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement

IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT 1

_____
COMMISSIONER, PCT. 3

ATTEST:

_____
UPSHUR COUNTY CLERK

_____
COMMISSIONER, PCT. 2

_____
COMMISSIONER, PCT. 4

ATTEST

_____
ORE CITY SUPERINTENDENT

_____
BOARD SECRETARY

VOL 61 PG 389

FILED
ALEX A. SHAW
COUNTY CLERK

INTERLOCAL AGREEMENT

02 FEB 28 AM 10:11
UPSHUR COUNTY, TX.
BY _____ DEPUTY

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and Union Grove ISD, hereafter referred to as "Union Grove ISD" Upshur County and Union Grove ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of the Union Grove Schools located in Upshur County.

RESPONSIBILITY OF UNION GROVE ISD Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Union Grove Schools, including but not limited to sand, clay, oil dirt, road oil and gravel Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done

Upshur County and Union Grove ISD agree that county road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement

In the case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT 1

_____
COMMISSIONER, PCT 3

ATTEST

_____
UPSHUR COUNTY CLERK

_____
COMMISSIONER, PCT. 2

_____
COMMISSIONER, PCT. 4

ATTEST:

_____
UNION GROVE SUPERINTENDENT

_____
BOARD SECRETARY

VOL 61 PG 390

FILED
REX A. SHAW
COUNTY CLERK

02 FEB 28 AM 10: 14

UPSHUR COUNTY, TX.

BY _____ DEPUTY

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and Union Hill ISD, hereafter referred to as "Union Hill ISD". Upshur County and Union Hill ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY. Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of the Union Hill Schools located in Upshur County

RESPONSIBILITY OF UNION HILL ISD Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Union Hill Schools, including but not limited to sand, clay, oil dirt, road oil and gravel Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done

Upshur County and Union Hill ISD agree that county road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement

In the case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement

IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT 1

_____
COMMISSIONER, PCT. 3

_____
UNION HILL SUPERINTENDENT

ATTEST.

_____
UPSHUR COUNTY CLERK

_____
COMMISSIONER, PCT 2

_____
COMMISSIONER, PCT 4

ATTEST:

_____
BOARD SECRETARY

VOL 61 PG 391

FILED
REX A. SHAW
COUNTY CLERK

02 FEB 28 AM 10: 14

UPSHUR COUNTY, TX.

BY _____ DEPUTY

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and the City of Gilmer, hereafter referred to as "Gilmer". Upshur County and Gilmer do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of Gilmer located in Upshur County.

RESPONSIBILITY OF GILMER: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of Gilmer, including but not limited to sand, clay, oil dirt, road oil and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Gilmer agree that county road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement.

In the case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

VOL 61 PG 392

IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR	CITY OF GILMER
_____	_____
COUNTY JUDGE	GILMER MAYOR
_____	_____
COMMISSIONER, PCT.1	MAYOR PRO TEM
_____	_____
COMMISSIONER, PCT. 2	COUNCILMAN
_____	_____
COMMISSIONER, PCT. 3	COUNCILMAN
_____	_____
COMMISSIONER, PCT. 4	COUNCILMAN
	_____
	COUNCILMAN

VOL 61 PG 393

INTERLOCAL AGREEMENT

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 14
UPSHUR COUNTY, TX.
BY
DEPUTY

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through the Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and the City of East Mountain, hereafter referred to as "East Mountain". Upshur County and East Mountain do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of East Mountain located in Upshur County.

RESPONSIBILITY OF EAST MOUNTAIN: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of East Mountain, including but not limited to sand, clay, oil dirt, road oil and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and East Mountain agree that county road projects will take priority over this project.

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice. Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party.

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement.

In the case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this Agreement. This Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

VOL 61 PG 394

IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT.1

_____
COMMISSIONER, PCT. 2

_____
COMMISSIONER, PCT. 3

_____
COMMISSIONER, PCT. 4

CITY OF EAST MOUNTAIN

_____
EAST MOUNTAIN MAYOR

_____
MAYOR PRO TEM

_____
ALDERMAN

_____
ALDERMAN

_____
ALDERMAN

_____
ALDERMAN

VOL 61 PG 395

FILED
REX A. SHAW
COUNTY CLERK

INTERLOCAL AGREEMENT

02 FEB 28 AM 10:14

UPSHUR COUNTY, TEXAS

BY _____ DEPUTY

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and Big Sandy ISD, hereafter referred to as "Big Sandy ISD" Upshur County and Big Sandy ISD do hereby jointly agree to the following obligations

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of the Big Sandy Schools located in Upshur County.

RESPONSIBILITY OF BIG SANDY ISD: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Big Sandy Schools, including but not limited to sand, clay, oil dirt, road oil and gravel. Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Big Sandy ISD agree that county road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement

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IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT.1

_____
COMMISSIONER, PCT. 3

ATTEST

_____
UPSHUR COUNTY CLERK

_____
COMMISSIONER, PCT. 2

_____
COMMISSIONER, PCT. 4

ATTEST:

_____
BIG SANDY SUPERINTENDENT

_____
BOARD SECRETARY

VOL 61 PG 396

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 14
UPSHUR COUNTY, TX
BY _____ DEPUTY

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** is entered between the County of Upshur, acting by and through its Commissioners' Court for Upshur County, hereafter referred to as "Upshur County" and Diana ISD, hereafter referred to as "Diana ISD". Upshur County and Diana ISD do hereby jointly agree to the following obligations:

RESPONSIBILITY OF UPSHUR COUNTY: Subject to current funding, provide the equipment, man power, and actual performance of the construction, improvement, maintenance, or repair of roads within the boundaries of the Diana Schools located in Upshur County.

RESPONSIBILITY OF DIANA ISD: Pay for and provide the materials needed to construct, improve, maintain or repair roads within the boundaries of the Diana Schools, including but not limited to sand, clay, oil dirt, road oil and gravel Such construction, improvement, maintenance or repair of said roads shall progress from time to time as work needs to be done.

Upshur County and Diana ISD agree that county road projects will take priority over this project

This Agreement will continue unless terminated by either party by giving the other party at least thirty (30) days prior written notice Upon mailing such notice by certified mail, return receipt requested, the party giving said notice shall not be liable for any cost thereafter incurred by the other party

Each Party hereby releases, acquits, and discharges the other Party from any liability, known or unknown, accrued or to accrue, involving damages or injury caused by, or to, the employees, representatives, and agents of the other Party.

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated, subsequent to the date of this Agreement, and duly executed by the Parties to this agreement

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IN WITNESS WHEREOF, this agreement is executed effective the _____ day of _____, 2002, by the officials hereunto duly authorized, in duplicate originals.

COUNTY OF UPSHUR

_____
COUNTY JUDGE

_____
COMMISSIONER, PCT.1

_____
COMMISSIONER, PCT. 3

ATTEST:

_____
UPSHUR COUNTY CLERK

_____
COMMISSIONER, PCT. 2

_____
COMMISSIONER, PCT. 4

ATTEST.

_____
DIANA SUPERINTENDENT

_____
BOARD SECRETARY

VOL 61 PG 397

February 1, 2002

A bid to Upshur County Prec. 1 from Tom Hunter for a junk Chevrolet dump truck: $ 125.00.

Thank you,
Tom Hunter

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:14
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 61 PG 398

P.J.M. CONSTRUCTION

PAT MITCHELL

Bid on:

Knapheide truck bed

35.00

Chevy 2 ton truck

201.00

FILED
REX A SHAW
COUNTY CLERK
02 FEB 28 AM 10:13
UPSHUR COUNTY, TX.
BY _____ DEPUTY

160 PR 3291
GILMER, TX 75645

MOBILE 720-2598
HOME 734-7684
FAX 734-3476

Agenda 14

OK

VOL 161 PG 399

02 FEB 28 AM 10:13

UPSHUR COUNTY, TX.

BY _____ DEPUTY

MEMORANDUM

TO: CONSTITUTIONAL COUNTY JUDGES

FROM: REX HALL, ASSOCIATE GENERAL COUNSEL, TEXAS ASSOCIATION OF COUNTIES

JIM ALLISON, GENERAL COUNSEL, COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

RE: JUSTICE COURT TECHNOLOGY FUND

DATE: FEBRUARY 5, 2002

H.B. 177, adopted by the last session of the Legislature, created Article 102.0173 of the Texas Code of Criminal Procedure, which authorizes counties to create a justice court technology fund and to impose a fee on persons convicted of a misdemeanor in justice court. The validity of this statute has been challenged by persons who assert that it violates the Equal Protection Clause. Generally, in this context, the Equal Protection Clause prohibits treating similarly situated individuals differently unless there is a rational basis for the different treatment. Because Article 101.0173 allows counties to choose whether to impose the fee, the punishment for a given crime could vary from county to county. For instance, a person convicted of disorderly conduct in a county that imposes the fee may be punished more severely than another person who commits the same crime in a county that does not choose to impose the fee. In spite of this possibility, however, the statute does not violate the Equal Protection Clause if the Legislature could have had a rational basis for allowing the fee to be imposed in some counties but not others.

The Attorney General recently was requested to consider the constitutionality of this fee. However, the Attorney General declined to address the validity of the justice court technology fund because of pending litigation in *Caldwell v Rylander*, a lawsuit presently pending in Travis County. In the *Caldwell* case, the Plaintiffs argue that the statute authorizing counties to impose a fee to supplement the salary of statutory county courts violates the Equal Protection Clause. As with the justice court technology fund, a county can choose whether to impose that fee, which creates the possibility of a harsher punishment in one county than in another.

There are other statutes that allow counties to choose whether to impose a fee, and the courts' determination of whether this is constitutional will have a significant impact, both on Texas counties and upon the Legislature's decision to look to criminals as a source of important revenue. In light of the pending legal challenges, the decision of whether to collect this and similar fees is a difficult one. Plaintiffs challenging the collection of the

fee in a class action lawsuit would likely attempt to frame the suit in a manner that allows recovery of attorneys fees and penalties, as well as the actual amount of fees tendered.

The pace of the *Caldwell* litigation has been slow, and the result likely will be appealed, first to the Court of Appeals and then to the Supreme Court. Therefore, it may be years before the issue is finally resolved. If a county collect the justice court technology fee, it should consider holding these funds until the litigation is finally resolved. We will do our best to keep you informed of any further action on this matter.

If you have questions, Mr. Allison can be reached at 1-800-733-0699. Mr. Hall can be reached at 1-888-275-8224.

Note: This information is not offered in the context of an attorney-client relationship. The information is provided to assist you, but does not constitute legal counsel, and is not a substitute for legal counsel.

OWNER POLICY OF TITLE INSURANCE ISSUED BY

STEWART TITLE

GUARANTY COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of

1. Title to the estate or interest described in Schedule A being vested other than as stated therein,
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy,
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused this policy to be signed and sealed by its duly authorized officers as of the Date of Policy shown in Schedule A.

Stewart Morris Jr.
Chairman of the Board

STEWART TITLE
GUARANTY COMPANY

Malcolm S. Morris
President

Countersigned by

Julie Baughnour
Authorized Signatory

Upshur County Abstract Co., Inc.
Company

P.O. Drawer 968
Gilmer, Texas 75644
City State

STEWART TITLE GUARANTY CO. INCORPORATED 1908 TEXAS

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of

1 (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting regulating prohibiting or relating to (i) the occupancy use or enjoyment of the land, (ii) the character, dimensions or location of any improvement now or hereafter erected on the land (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part or (iv) environmental protection or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy

(b) Any governmental police power not excluded by (a) above except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy

2 Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge

3 Defects liens encumbrances adverse claims or other matters

(a) created suffered, assumed or agreed to by the insured claimant,

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy,

(c) resulting in no loss or damage to the insured claimant,

(d) attaching or created subsequent to Date of Policy or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy

4 The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title

5 Any claim which arises out of the transaction vesting in the person named in paragraph 3 of Schedule A the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency or other state or federal creditors' rights laws, that is based on either (i) the transaction creating the estate or interest insured by this Policy being deemed a fraudulent conveyance or fraudulent transfer or a voidable distribution or voidable dividend, (ii) the subordination or recharacterization of the estate or interest insured by this Policy as a result of the application of the doctrine of equitable subordination, or (iii) the transaction creating the estate or interest insured by this Policy being deemed a preferential transfer except where the preferential transfer results from the failure of the Company or its issuing agent to timely file for record the instrument of transfer to the insured after delivery or the failure of such recordation to impart notice to a purchaser for value or a judgment or lien creditor

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CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured" the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following

(i) The successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of the corporation upon partial or complete liquidation,

(ii) The partnership successors in interest to a general or limited partnership which dissolves but does not terminate,

(iii) The successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation,

(iv) The successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation,

(v) The successor or substitute trustee(s) of a trustee named in a written trust instrument, or

(vi) The successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof

(b) "insured claimant" an insured claiming loss or damage

(c) "knowledge" or "known", actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land

(d) "land" the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy

(e) "mortgage" mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records" records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located

(g) "Access" legal right of access to the land and not the physical condition of access The coverage provided as to access does not assure the adequacy of access for the use intended

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice

When, after the Date of the Policy, the insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute The Company shall notify the insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the insured's claim or charge under the policy If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the insured of the reasons for its determination If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured, (ii) indemnify the insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the insured claimant or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan, (iv) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein

4 DEFENSE AND PROSECUTION OF ACTIONS· DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation

5 PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall ascertain the facts giving rise to the loss or damage The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all

(continued and concluded on last page of this policy)

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PREMIUM RATE	RATE RULES	PROPERTY TYPE	COUNTY CODE	LIABILITY AT REISSUE RATE
$278.00	1000	L	230	

T-1 OWNER POLICY
SCHEDULE A

GF NO. 12365

DATE OF POLICY: January 27, 1998 at 3:48 P.M.

OWNER POLICY NO.: O-5841-132189

AMOUNT OF INSURANCE: $3,990.90

1. Name of Insured: Upshur County, Texas

2. The estate or interest in the land that is covered by this policy is:
FEE SIMPLE - SURFACE ESTATE ONLY

3. Title to the estate or interest in the land is insured as vested in:
Upshur County, Texas

4. The land referred to in this policy is described as follows:

BEING a 1330.3 square foot tract of land situated in the W. H. Hereford Survey Abstract No. 200, Upshur County, Texas and being part of a tract of land described in a deed to T. J. Pounds, filed July 20, 1949, and recorded in Volume 179, Page 301, Deed Records of said county, said tract being a part of Block 15 of the Original Townsite of Gilmer, a plat of said Townsite found in Volume C, Page 196, Deed Records of said county, said 1330.3 square foot tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for the Northeast corner of a tract of land owned by the County of Upshur and described in a deed filed July 23, 1986, as shown of record in Volume 478, Page 316, Deed Records of said county, said corner being in the East edge of a concrete curb of a driveway and in the North line of said Block 15, same being the South right of way line of Scott Street;

THENCE EAST (deed EAST 201 feet) along the North line of said Block 15 same being the North line of said Pounds tract and same also being in the South right of way line of Scott Street, a distance of 19.95 feet to a 1/2 inch iron rod set for a corner;

THENCE SOUTH a distance of 80.00 feet to a 1/2 inch iron rod set for a corner in the South line of said Pounds tract, same being the North line of a tract of land owned by the County of Upshur and described in a deed filed June 26, 1984 as shown of record in Volume 456, Page 249, Deed Records of said county, a 3/4 inch iron rod found bears North a distance of 0.38 feet;

THENCE WEST (deed WEST, 201 feet) along the south line of said Pounds tract, at 2.87 feet passing through a 1/2 inch iron rod set for the Northwest corner of said tract at Volume

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GF NO. 12365
POLICY NO. O-5841-132189
CONTINUATION OF SCHEDULE A

456, Page 249, same being the Northeast corner of a tract of land owned by the County of Upshur and described in a deed filed August 31, 1983, as shown of record in Volume 446, Page 87, continuing along same bearing and along said Pounds South line and the North line of said tract at Volume 446, Page 87 in all, a total distance of 8.09 feet to a 1/2 inch iron rod set for the Southeast corner of said tract of land at Volume 478, Page 316, said corner being on the East edge of a concrete curb of a driveway;

THENCE in a Northerly direction along the East line of said tract at Volume 478, Page 316 (deed along the East edge of a curb) and along the East edge of said curb as follows;

N 20 deg. 41 min. 00 sec. W a distance of 13.61 feet;

N 09 deg. 57 min. 20 sec. W a distance of 39.25 feet;

N 00 deg. 32 min. 28 sec. W a distance of 28.61 feet to the Point of Beginning and containing 1330.3 square feet of land.

The Company does not represent, warrant or insure that any statement of area in the legal description is correct, nor does the Company represent, warrant or insure that the land is occupied as described.

Upshur County Abstract Co., Inc.

STEWART TITLE
GUARANTY COMPANY

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OWNER POLICY
SCHEDULE B
EXCEPTIONS FROM COVERAGE

GF No.: 12365
Policy No.: O-5841-132189

This policy does not insure against loss or damage (and the Company will not pay cost, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases and easements, if any, shown in Schedule A, and the following matters:

1. The following restrictive covenants of record itemized below, (the Company must either insert specific recording data or delete this exception):
THIS EXCEPTION IS HEREBY DELETED.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the right of access to that area or easement along and across that area.

5. Standby fees, taxes and assessments by any taxing authority for the year 1998 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

6. The following matters and all terms of the documents creating or offering evidence of the matters (The Company must insert matters or delete this exception.):

   A. Certain documents recorded in the public records may have language restricting land ownership or use because of race, color, creed, national origin, religion, disabilities, handicap, sex or familial status (called herein "Personal Restrictions"). Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded document and do not publish, state, or imply such personal restrictions or covenants are enforceable.

Upshur County Abstract Co., Inc.

STEWART TITLE
GUARANTY COMPANY

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GF NO. 12365
POLICY NO. O-5841-132189
CONTINUATION OF SCHEDULE B

B. All utility and/or other easements, including but not limited to, public and/or private roadways, streets, or alleys, and all underground easements whether visible or not.

C. Rights of parties in possession.

D. All oil, gas and other minerals in and under the herein described property together with rights of ingress and egress, mining, and oil drilling privileges appurtenant thereto. There is expressly excluded from coverage hereunder, and this Company does not insure title to oil, gas, and other minerals of every kind and character, in, on, and under the property herein described. This policy does not insure against loss sustained by the owner of the surface of said property through the exercise of the right of ingress and egress and/or any other right or privilege incident to the ownership of said mineral estate.

UPSHUR COUNTY ABSTRACT CO., INC.
Countersigned:

By: Julie Baughman
Authorized Countersignature

Upshur County Abstract Co., Inc.

STEWART TITLE
GUARANTY COMPANY

99-C-1

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records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim

6 OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS, TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options

(a) **To Pay or Tender Payment of the Amount of Insurance.**

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay, or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation

7 DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described

(a) The liability of the Company under this policy shall not exceed the least of

(i) the Amount of Insurance stated in Schedule A, or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy, or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8 APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9 LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company

10 REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto

11 LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner

12 PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter

13 SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation

(b) **The Company's Rights Against Non-insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

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14 **ARBITRATION.**

Unless prohibited by applicable law or unless this arbitration section is deleted by specific provision in Schedule B of this policy, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation All arbitrable matters when the Amount of Insurance is $1,000,000 or less SHALL BE arbitrated at the request of either the Company or the insured, unless the insured is an individual person (as distinguished from a corporation, trust, partnership, association or other legal entity) All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules

A copy of the Rules may be obtained from the Company upon request

15 **LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company In interpreting any provision of this policy, this policy shall be construed as a whole

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company

16 **SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect

17 **NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P O Box 2029, Houston, Texas 77252 2029

COMPLAINT NOTICE.

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the Company that issued the policy. If the problem is not resolved, you also may write the Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714-9091, Fax No. (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

STEWART TITLE
GUARANTY COMPANY

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 13
UPSHUR COUNTY, TX.
BY _____ DEPUTY

POLICY
OF
TITLE
INSURANCE

STEWART TITLE
GUARANTY COMPANY

P.O. Box 2029
Houston, Texas 77252

E 884—Class 6 (Acts 1897, S. S., p. 6, Sec. 12) VOL 61 PG 409

DEPUTATION

THE STATE OF TEXAS }
County of Upshur } I, MICHEAL L. SMITH

TAX ASSESSOR-COLLECTOR of the County of ~~Upshur~~ Upshur and State of Texas, having full confidence in AMY SUSTAIRE of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate and appoint HER, the said AMY SUSTAIRE my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said TAX ASSESSOR-COLLECTOR of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 13 day of FEBRUARY 19 2001

Michael L Smith

of UPSHUR County, Texas.

THE STATE OF TEXAS }
County of UPSHUR }

BEFORE ME, THE HONORABLE W. V. RAY Justice of Peace Pct 4 in and for UPSHUR County, Texas, on this day personally appeared MICHEAL L. SMITH, TAX ASSESSOR-COLLECTOR known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at UPSHUR COUNTY COURTHOUSE, GILMER, TX this 13 day of FEBRUARY 19 2001

W. V. Ray

J.P. Pct. #4

FILED
REX H. SHAW
COUNTY CLERK
UPSHUR COUNTY, TX.
BY DEPUTY
02 FEB 28 AM 10:13

OATH OF OFFICE

I, AMY SUSTAIRE do solemnly swear (or affirm) that I will faithfully execute the duties of the office of DEPUTY TAX ASSESSOR-COLLECTOR of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Amy W. Sustaire

Subscribed and sworn to before me, this 13 day of FEBRUARY 19 2001

Tish Jenkins

Notary Public
STATE of TEXAS

TISH JENKINS
NOTARY PUBLIC
State of Texas
Comm Exp. 03-24-2002

R 886—Class 6 (Acts 1891, S. S., p. 6, Sec. 13) FOR SALE BY STAFFORD-LOWDON CO. FORT WORTH

VOL 61 PG 410

DEPUTATION

THE STATE OF TEXAS

County of Upshur

I, Michael L. Smith Tax Assessor-Collector of the County of Upshur and State of Texas, having full confidence in Bridgett L. Curtis of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint her, the said Bridgett L. Curtis my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said Tax-Assessor Collector of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 12 day of February 19 2002

Michael L Smith

of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur

BEFORE ME, The Honorable W. V. RAY Justice of Peace Pct 4 in and for Upshur County, Texas, on this day personally appeared Michael L. Smith Tax Assessor-Collector known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at the Upshur County Courthouse this 13 day of February 19 2002

W. V. Ray

J.P. Pct 4

OATH OF OFFICE

I, Bridgett L. Curtis do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector Upshur County of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Bridgett L. Curtis

Subscribed and sworn to before me, this 13 day of February 19 2002

Tish Jenkins

NOTARY PUBLIC
STATE OF TEXAS

TISH JENKINS
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-24-2002

B 884—Class 4 (Acts 1887, S. S., p. 6, Sec. 12) FOR SALE BY STAFFORD LOWDON CO FORT WORTH

DEPUTATION

VOL 61 PG 411

THE STATE OF TEXAS }
County of UPSHUR } I, MICHAEL L. SMITH

TAX ASSESSOR-COLLECTOR of the County of UPSHUR and State of Texas, having full confidence in LISA NEELEY of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of UPSHUR County, nominate and appoint HER, the said LISA NEELEY my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said TAX ASSESSOR-COLLECTOR of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 13 day of FEBRUARY A.D. 2002

Michael L Smith

of UPSHUR County, Texas.

THE STATE OF TEXAS }
County of UPSHUR } BEFORE ME, W. V. RAY

Justice of Peace Pct 4 in and for Upshur County, Texas,

on this day personally appeared Micheal L. Smith Tax Assessor-Collector

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Upshur County CourtHouse

this 13 day of FEBRUARY A.D. 2002

W. V. Ray

J.P. Pct. 4

OATH OF OFFICE

I, LISA NEELEY do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Tax Assessor-Collector of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Lisa Neeley

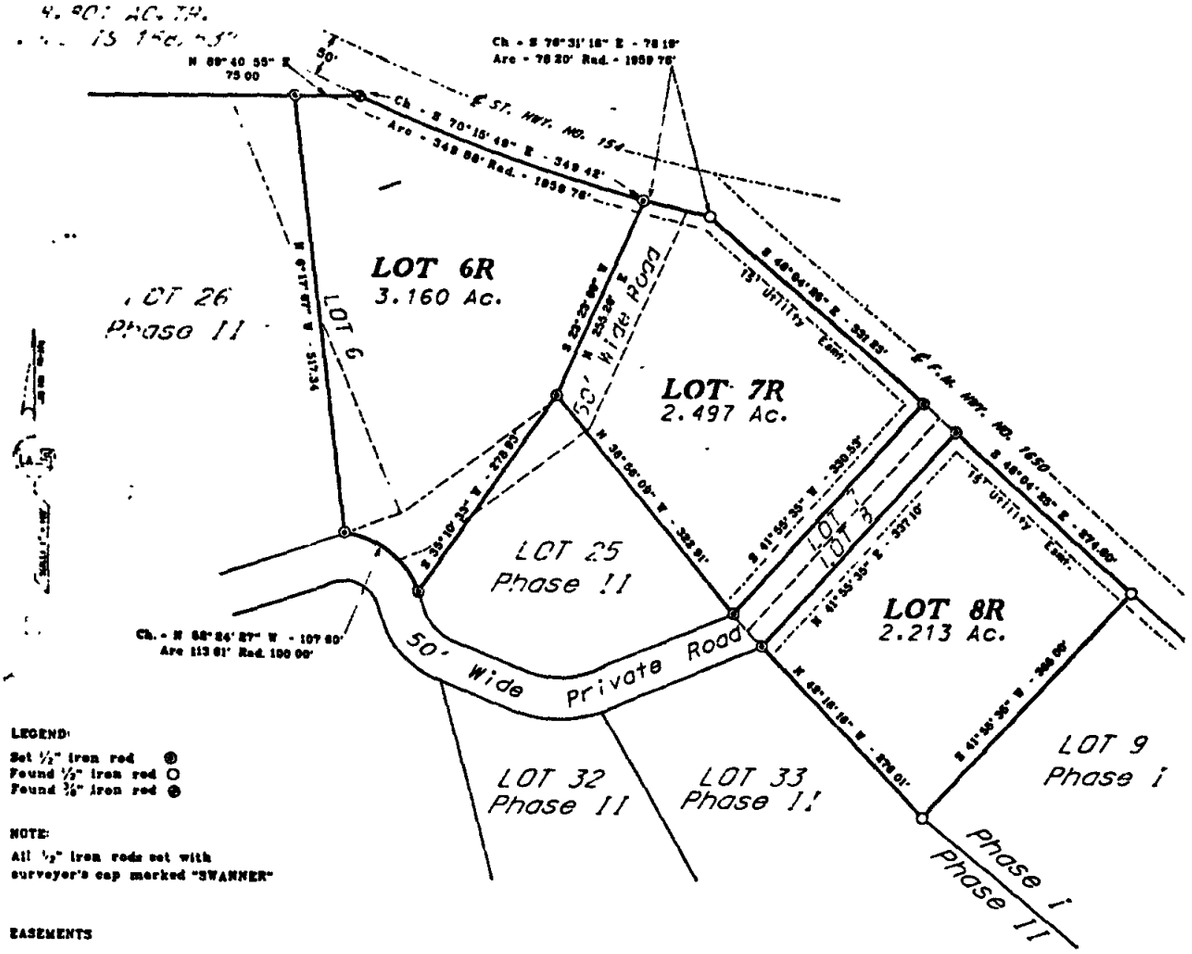
Subscribed and sworn to before me, this 13 day of FEBRUARY A.D. 2002

Tish Jenkins

NOTARY PUBLIC STATE OF TEXAS

TISH JENKINS
NOTARY PUBLIC
State of Texas
Comm Exp. 03-24-2002

VOL 61 PG 412 REPLAT OF LOTS 6, 7, AND 8
BARTON SPRINGS ESTATES, PHASE I
AS SHOWN BY PLAT RECORDED IN VOL. 5,
PAGE 129, PLAT RECORDS OF UPSHUR COUNTY, TEXAS



LEGEND:
Set ½" iron rod ⊕
Found ½" iron rod ○
Found ⅜" iron rod ⊕

NOTE:
All ½" iron rods set with surveyor's cap marked "SWANNER"

EASEMENTS
The only visible easement that affects these tracts is shown on this plat
(15 feet wide utility esmt.)

OWNER'S STATEMENT
Benchmark Properties, L.C. is the owner of the tracts of land shown hereon and do accept this as the plan for subdividing the tracts into lots, and do dedicate to the county and the public forever the roads and easements, excluding designated private access easements as shown hereon

Benchmark Properties, L.C. by

Hank Boswell (President) Signed

Bob Farrell (Secretary) Signed

SUBSCRIBED AND SWORN BEFORE ME, A Notary Public in and for Gregg County, Texas, this the 20 day of February, 2002

Christine Norman Ogle
Notary Public Signed

CHRISTINE NORMAN OGLE
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
JANUARY 22, 2006

COMMISSIONERS COURT APPROVAL:
Approved by the Commissioners Court of Upshur County, Texas on this the ___ day of _____, 2001.

County Judge Signed

Attest County Clerk Signed

SURVEYOR'S STATEMENT:
I, Lynn Swanner, Registered Professional Land Surveyor, No 3806 do hereby certify that this plat represents a survey made on the ground under my supervision.

Dated this the 6th day of November, 2001.

Signed
Lynn Swanner, R P L S No. 3806

STATE OF TEXAS
REGISTERED
LYNN SWANNER
3806
PROFESSIONAL
LAND SURVEYOR

LYNN SWANNER, INC
Registered Professional Land Surveying Firm 10102

VOL 61 PG 413

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Snider Industries, 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 result of hauling on and over same, enter into the following agreement:

1

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hwy 154 turn left on Sego Rd approx 3/4 mile

2

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

3

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

4

First Party agrees to put said road back into 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.

First Party Signature

2453 CR 186E
Street or Box

Kilgore 75662
City, State and Zip Code

903983-9132
Telephone

Timber Tract

2-25-02
Date Signed

County Judge

Commissioner # 1

Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 12
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 661 PG 414

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

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

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Aspen to Lemon to Hwy 155

2.

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

3.

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

4.

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

5.

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

6.

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

Dwight Clark
First Party Signature

Rt 3 Bx 175
Street or Box

Gilmer TX 75644
City, State and Zip Code

903-734-4955
Telephone

Mickey Spencer
Timber Tract

2-22-02
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

2-22-02
Date Signed

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:12
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Permit issued for a period not to exceed 90 days.

VOL 61 PG 415

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Van Duncan, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as 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) Oliver Rd to Campground to Hwy 259.

2.

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

3

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

4

First Party agrees to put said road back into 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.

Virgil Nicholson
First Party Signature

4015 Valley Land Rd
Street or Box

Longview
City, State and Zip Code

(903) 236-7696
Telephone

Alexander Tract
Timber Tract

2-15-02
Date Signed

County Judge

Commissioner # 1

Commissioner #2

Commissioner # 3

Commissioner # 4

Date Signed

PERMIT ISSUED FOR A PERIOD NOT TO EXCEED 90 DAYS

FILED
REX A SHAW
COUNTY CLERK
02 FEB 28 AM 10:12
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 61 PG 416

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Rios Logging, 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 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 2088 turn on Mile Dear appx ½ 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 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

Valerio Rios
First Party Signature

2767 Hwy 11
Street or Box

Gladewater 75451
City, State and Zip Code

765-2143
Telephone

Timber Tract

2-19-02
Date Signed

County Judge

Joe Olmos
Commissioner # 1

Jay Hopper
Commissioner # 2

Commissioner # 3

Commissioner # 4

Date Signed

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:12
UPSHUR COUNTY, TX.
BY
DEPUTY

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

1.

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

SHAG BARK RD.

2.

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

3.

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

4.

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

5.

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

6.

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

Kevin Andrews
First Party Signature

141-A
203 E. 6 TH
Street or Box

HOOKS, TEXAS 75551
City, State and Zip Code

276-2652 CELL PHONE
Telephone

Timber Tract

2-25-2002
Date Signed

County Judge

Commissioner 1

Commissioner 2

Commissioner 3

Commissioner 4

Date Signed

FILED
REXA SHAW
COUNTY CLERK
02 FEB 28 AM 10:12
UPSHUR COUNTY, TX.
BY
DEPUTY

Permit issued for a period not to exceed 90 days.

VOL 61 PG 418

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2 DATE 2-21-02

Formal notice is hereby given that George Ralph whose principal address is 10566 Rose Trail does hereby propose to place a Culvert within the ROW of County Road Rose Trail.

The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or afer the 21 day of February, 2002.

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

NAME. George Ralph

PHONE: 903 762 2791

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed Culvert as shown by accompanying drawings and notice dated 2-21-, 2002, 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 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, warnings signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court

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

APPROVED ON THIS_____DAY OF_____, 2002

_____
County Judge

_____
Commissioner Precinct # 1

_____
Commissioner Precinct # 2

_____
Commissioner Precinct # 3

_____
Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:12
UPSHUR COUNTY, TX.
BY_____ DEPUTY

VOL 61 PG 420

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT 2 DATE 2-4-02

Formal notice is hereby given that David Jordan whose principal address is P.O. Box 989 10189 Loggins Ore City does hereby propose to place a culvert within the ROW of County Road Loggins.

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 afer the 4 day of February, 2002.

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

NAME: [signature]

PHONE: 7624604

APPROVAL OF PERMIT APPLICATION

The Upshur County commissioner Court offers no objections to the location on the right of way of your proposed culvert as shown by accompanying drawings and notice dated 2-4-, 2002, 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 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, warnings signs, lights and flag men when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

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

APPROVED ON THIS_____DAY OF_____, 2002

County Judge

Commissioner Precinct # 1

Commissioner Precinct # 2

Commissioner Precinct #3

Commissioner Precinct # 4

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 12
UPSHUR COUNTY, TX.
BY_____ DEPUTY

VOL 161 PG 422

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

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

PRECINCT #3

DATE 2-20-02

Formal notice is hereby given that James Moxley whose principal address is 4158 St Hwy 154, Marshall, TX does hereby propose to place a Culvert within the ROW of County Road Scrub Pine. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the _____ day of _____, 2002.

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

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed_____ as shown by accompanying drawings and notice dated_____, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenence, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court intructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.

2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

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

APPROVED ON THIS _____ DAY OF _____, 19____

FILED
REX A. SHAW
COUNTY CLERK
92 FEB 28 AM 10: 12
DEPUTY

COUNTY JUDGE

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

VOL 61 PG 424

APPLICATION FOR FILLING ABANDONED WELL

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

RE: ABANDONED WELL OWNED BY G. D. Ray

LOCATED ON Bivens ROAD.

GENTLEMEN:

DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT THE ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,

G. D. Ray

725-5188

****

PRECINCT 4

DATE _____

APPROVED _____ REJECTED _____

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT # 1

_____
COMMISSIONER, PRECINCT # 2

_____
COMMISSIONER, PRECINCT # 3

_____
COMMISSIONER, PRECINCT # 4

FILED
REXA SHAW
COUNTY CLERK
02 FEB 28 AM 10: 12
UPSHUR COUNTY, TX.
BY _____ DEPUTY

VOL 61 PG 425

ATTENDANCE SIGN-IN SHEET

LOCATION: UPSHUR COUNTY LIBRARY ANNEX

DATE: FEBRUARY 28, 2002

1.	Joyce Morrison	1.	Gilmer
2.	Charles Daniels	2.	Bldg Maint
3.	JOEL GEORGE	3.	BIG SANDY
4.	CHRIS OVERBY	4.	BIG SANDY (ALERT)
5.	Mac Overby	5.	Mt. Sylvan
6.	Doris Medlin	6.	EAST MT
7.	Glenn Pirtle	7.	Gilmer
8.	Ann Brown	8.	"
9.	Richard Brown	9.	"
10.	Wayne Cook	10.	"
11.	Pam Long	11.	"
12.	Dana Upshaw	12.	
13.	Pat Rob	13.	
14.	Phillip Wilburn	14.	
15.	Ross Robison	15.	
16.	Bob Jones	16.	
17.	Jerry Kirk	17.	Ga. Tech
18.	Judy Sat	18.	
19.	Nina Harris	19.	
20.	Brent Brevard	20.	Gilmer
21.	Bkell	21.	
22.	Gloria DeBerry	22.	
23.	Nancy Hall	23.	
24.	Carolyn Lewis	24.	
25.		25.	

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10:12
UPSHUR CO., TX.
BY _____ DEPUTY

VOL 61 PG 426

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of February 15, 2002, by and between Arnold Grimes ("Landlord"), and Upshur County Commissioners Court ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 3 Room office with paved parking space (the "Premises") located at 7062 FM 3358 Gilmer, Tx. 75645

TERM. The lease term will begin on March 01, 2002 and will terminate on April 01, 2002.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of $410.00 per month, payable in advance on the first day of each month, for a total annual lease payment of $4,920.00. Lease payments shall be made to the Landlord at 7062 FM 3358, Gilmer , Texas 75645, 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 J P 1 business of Upshur County 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 15 days (or any other obligation within 15 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: 7062 FM 3358
Gilmer , Texas 75645

TENANT:

Name: Upshur County Commissioners Court
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 12 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 the amount set forth in the following Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 6 months per renewal term, unless either party gives written notice of the termination no later than 15 days

 Initials: _____ _____

prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks, including snow and ice removal
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring

Tenant's obligations for maintenance shall include:

- The County will hire a cleaning person to clean, vacuum, and dust weekly.
- all other items of maintenance not specifically delegated to Landlord under this Lease.

LIABILITY INSURANCE. Tenant shall maintain liability insurance in a total aggregate sum of at least $1,000,000.00. 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 15 days' written notice to Tenant that the Premises have been sold.

LANDLORD:
Arnold Grimes Arnold Grimes

County Judge Charles Still Charles L. Still

Commissioner Joey Orms Joe Orms

Commissioner Tommy Stanley Tommy Stanley

Commissioner Rick Jackson _____

Commissioner Russell Green Jr Russell Green Jr

FILED
REX A. SHAW
COUNTY CLERK
02 FEB 28 AM 10: 11
UPSHUR COUNTY, TX.
BY _____ DEPUTY

Initials: _____ _____