\$		<b>*</b>	_		and the second of the
FILED FOR RECORD:	8-10-	1981	at 9.00	o'clock	A M
DULY RECORDED:	8-15-	1981	at 4:00		A M.
INSTRUMENT NO:		GRACE BOSTIC	CK, TYLER CO	DUNTY CLERI	Κ.
	Yara	il set	tck	7	:

TYLER COUNTY COMMISSIONER'S COURT REGULAR MEETING
JULY 13, 1981 ----10:00A.M.

VOL 006 PAGE 660

A Regular Meeting of the Commissioner's Court met on Monday, July 13, 1981 at 10:00A.M. All Commissioners were present. County Judge, Allen Sturrock, gave the opening prayer.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to approve the County Treasurer's monthly report as submitted by the County Treasurer, Austin Fuller. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Odom and seconded by Commissioner Riley to approve the County Extension report. All voted yes and none no.

Ronald Wayne Davis presented the Court with a flag to be flown over the memorial wall that is constructed on the Courthouse Square. The flag came from the casket of his veteran uncle, Jee Truitt Stanley.

Commissioner Riley made a motion to accept the plat on Pine Lake Subdivision (Pct. IV) for recording purposes only. The plat was presented by Mr. Kenneth George. Commissioners Mahan seconded the motion. All voted yes and none no.

Commissioner Mahan made a motion to table the opening of the bids on the paper for the Xerox machine. The motion was senunded by Commissioner Riley. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to accept the bid from Monros for a Calculator for the Auditor's office. The bid from Monroe was the only bid received. All voted yea and none no. SEE ATTACHED.

Commissioner Riley made a motion to accept the letter from the Texas Department of Human Resources concerning the Pennington children. The motion was seconded by Commissioner Odom. All voted yes and none no. SEE ATTACHED.

A motion was made by Commissioner Mahan to appoint Mrs. Odna Ogden, Johnny Harris and Morris Clemmons to the Hospital Board. The motion was seconded by Commissioner Lowe. All voted yes and none no.

Commissioner Mahan made a motion to amend the Budget, transfering funds to the District Attorney's office for payroll purposes. The motion was seconded by Commissioner Riley. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Riley to accept the bond of Elton B. Johnson, Sr. as Constable for Prect. #1. All voted yes and none no. SEE ATTACHED.

Commissioner Mahan made a motion to go out for bids on dictating equipment for the County Attorney's office. The County Attorney will draw up the specifications. Bids will be opened at the regular meeting on August. The motion was seconded by Commissioner Odom. All voted yes and none no.

Commissioner Mahan made a motion to Table the consideration of improvements on Hwy. 92 ROW. The motion was seconded by Commissioner Riley. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to appoint Judge Allen Sturrock to DETCOG Board of Directors. All voted yes and none no. SEE ATTACHED.

20 MINUTE RECESS - BACK IN SESSION. (11:00 A.M.)

Commissioner Riley made a motion to accept the resolution and Warranty Deed from Temple-Eastex. The instruments were presented by Jim Stockman. Commissioner Mahan seconded the motion. All voted yes and none no. SEE ATTACHED.

There being no further business, the meeting was adjourned.

SIGNED:

Adlen Sturrock, County Judge

Maxie Riley, Comm. Pct. #1

H.K. Lowe, Comm. Pct. #2

Jerry Mahan, Comm. Pct. #3

Berton Adnell Odom, Comm. Pct. #4

ATTEST: Mal Bastick Grace:

artick Grace Bostick, County Clerk

COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

JUNE 30, 1981

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES
AUSTIN C. FULLER, COUNTY TREASURER

AUSTIN FULLER

All Funds

Month Of June, 1981

	VI.	OHER OF THE	~***C\ T\OT		COUL	VII TREADU	I/E-142	
	FUND	Hand	Receipts Present Month	In	Disburse- Ments Current	Cash On Hand 6-30-81		Available Resources 6-30-81
	General	(117725.92)	511848.77	-0-	360995.24	33127.61	310764.35	343891.96
	Solid Waste	( 1381.21	2310.07	-0-	14213.21	(13284.35	11950.48	(1333.87)
	C & J-Permanent Improvement	2519.03	-0-	-0-	-0-	2519.03	-0-	2519.03
	Library	10058.28	175.00	-0-	-0-	10233.28	-0-	10233.28
	Capital Improvements	(5718.11	75266.63	-0-	75266.63	(5718.11	75266.63	69548.52
	County Attorney Check Fees	755.91	85.00	-0-	555.92	284.99	-0-	284.99
	District Attorney Check Fees	90.00	30.00	-0-	-0-	120.00	-0-	120.00
	General R & B #2	<i>i</i> −0−	23416.80	(23416.80)	-0-	-0-	-0-	-0-
	R & B #1	16646.59	21530.48	4402.36	29359.28	13220.15	52882.18	66102.33
†U	R & B #2	12407.14	22909.30	4835.57	33049.86	7102.15	61742.16	68844-31
*	R & B #3	19356.34	32400.66	6357.66	57004.16	1110.50	86211.77	87322.27
<b>3</b> 0	R & B #4	12559.25	29645.63	7821.21	50596.42	(570.33	92401.09	91830.76
<b>4</b> a	County Wide ROW	58726.81	9303.60	-0-	9303.60	58726.81	24503.60	83230.41
	General ROW I & S	12839.41	44.90	-0-	-0-	12884.31	-0-	12884.31
1	ROW #1	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	ROW #2	314.25	-0-	-0-	-0-	314.25	-0-	314.25
	ROW #3	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	ROW #4	6505.75	-0-	-0-	-0-	6505.75	-0-	6505.75
	Employees Savings	1200.00	465.00	-0-	10.00	1655.00	-0-	1655.00
•	Airport Maintenance	(43.93)	3.97	-0-	-0-	(39.96)	-0-	(39,96)
	State Cost #1	2437.50	927.50	-0-	-0-	3365.00		3365.00
	State Cost #2	1209.00			1148.55	316.00	-0-	316.00
	Undivided	9195.31	-0-	-0-	-0-	9195.31		9195.31
<u> </u>	State CVC	470,00	615.00	-0-	446.50	638.50	-0-	638.50
					23222 ==	3.43.55	1	055455 35
v 🗘	Totals For All Funds	42421.40	731233.86	-0-	531949.37	141705.89	/15/22.26	857428.15
		<u> </u>	<u> </u>	<u> </u>	<u></u>	<u> </u>	1	t.

VOL 006 PAGE 664

All Funds

	AUSTIN FULLER \	onth Of J			cou	NTY TREAS	URER	
	FUNO	1	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 6-30-81	Certifi- cates of Deposit	Available Resources 6-30-81
	Bank Statement Balance							38155.35
	Deposit in Error-Corrected	n July, l	981				,	151582.51
	Less Outstanding Checks						·	(48031.97)
	Total Cash In Bank							141705.89
	Indebtedness:							
	Solid Waste							5112.50
	Solid Waste	T.				•		10916.50
	R & B #1-Ford Truck	•					11.	5495.66
#	R & B #1-John Deere Tracto	r					•	21668.25
4	R & B #1=Ford Tractor							5900.00
	R & B #2-Backhoe				<b>'</b>			11547.16
	R & B #2-Motor Grader							31990.00
9	R & B #2-John Deere Loader							34539.00
	R & B #3-Backhoe							19995.00
	R & B #3-Motor Grader							55102.00
	R & B #4-Crawler Loader							12591.66
	R & B #4-Motor Grader							56520.00
	Total Indebtedness							271377.73
						 		ш.
	Social Security Fund	1031.13	9020.16	-0-	9020.27	1031.02	-0-	1031.02
	Bank Statement Balance	(No Outst	anding Ch	ecks)				1031.02
<i>y</i> ⟨ <b>3</b> .	Total Cash In Bank							1031.02

All Funds

CEPARD A REEL

VOL **CO**5 PAGE 665

Month () June, 1981 AUSTIN FULLER COUNTY TREASURER Transfers Disburse-Cash On Certifi-Available Cash On Receipts cates of Resources Ments Present Hand Hand In FUND Deposit Current (Out) 6-30-81 6-30-81 5-31-81 Month Tyler County Retirement 2.15 2.15 8803.10 -0-8803.10 2.15 -0-Bank Statement Balance (No Outstanding Checks) 2.15 Total Cash In Bank 2.15 19296.08 Tyler County Payroll 19269.48 68104.51 19296.08 -0-General 49169.85 Solid Waste 1287.42 R & B #1 3386.85 R & B #2 4035.68 R & B #3 4712.71 R & B #4 ~5399.05 County Attorney Check Fees 86.35 - - - - -19269.48 68104.51 68077.91 19296.08 19296.08 Totals For Payroll -0--0-Bank Statement Balance 189682.96 (18804.37) Less Outstanding Checks (151582.51)Less Deposit In Error--Correction made by Bank 7-2-81 19296.08 Total Cash In Bank D ()

All Funds

VOL **COS** PAGE **665** 

Month ()f June, 1981 AUSTIN FULLER COUNTY TREASURER Available Transfers Disburse-Certifi-Cash On Receipts Cash On Ments cates of Resources Present Hand 5-31-81 Hand In FUND Deposit (Out) Current Month 6-30-81 6-30-81 Federal Revenue Sharing 28775.99 50670.76 49477.59 49477.59 -0-Jail -0-Solid Waste 2557.33 R & B #1 5495.67 R & B #2 -0-R & B #3 1833.87 R & B #4 -0-General 20082.29 Certificates of Deposit -0-Revenue Sharing Totals 28775.99 50670.76 29969.16 49477.59 -0--0-49477.59 Bank Statement Balance 49477.59 Less Outstanding Checks -0-Total Cash In Bank 49477.59 Austin Fuller County Treasurer

1 (A)

WITNESS OUR HANDS, officially, this 134	h day of July A.D.,
1981.	
	belle Deur
	County Judge  Malie Alle
	Commissioner Pct. 1
	HK Low.
	Commissioner Pct. 2
	Jerry Mahan
	Commissioner Pct. 3
	Tatiba alley
	Commissioner Pct. 4
SWORN TO AND SUBSCRIBED before me, by Allen Stur Pct. 1, Kenneth Lowe, Comm. Pct. 2, Jerry Mahan, 4, County Commissioners of Tyler County, Texas,	, Comm. Pct. 3, and Berton A. Odom, Comm. Pct.
day of $J_{\mu}/V$ A.D., 1981	
	GRACE Bostick
VIEWOS	Tyler County Clerk
	-By: Donu Tongham-
	Deputy / Donece Lungham



Monroe Systems For Business 1004 N. Timberland Drive, P. O. Box 576, Lufkin, Texas 75901 713 632-7793

July 8, 1981

Tyler County Clerk County Courthouse Woodville, Texas 75979

Re: County Auditor's Bid Request

Dear Sirs,

Please find enclosed our specification sheet for the Monroe 2830 calculator. List price is \$489.00. Our price to county governments is \$385.21.

Delivery is immediate, and the 2830 carries a 12 month warranty on all parts, labor, and travel.

Thank you for your request.

Sincerely

Larry Balding

Branch Manager

LB/as



#### MONROE 2830

The convenience of a display...12 digit print and display capacity...human engineering offers simplicity in design and ease of operation...that's just a sample of Monroe value. With the 2830 you've got more than a calculator; you've got a proven, reliable means of solving all your figure work needs. That's a promise backed by years of experience, dedication and service from Monroe, the value leader in business equipment for over 66 years.

Display. In the "Print Off" mode, items appear in the display instantly. A letter "D" is illuminated in the left portion of the display as a reminder the calculator is in the "Print Off" mode. If an entry, result or total needs to be printed, it can be done easily by depressing the Non-Add/Date key. When switching to the "Print On" mode, an arrow (↓)

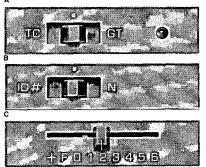
prints on the tape. This important audit trail symbol serves as a valuable check for the operator indicating that previous entries, totals or results not listed on the tape were performed while in the "Print Off" mode. The operator now has the convenience of the display and the confidence of the hard copy printed tape.

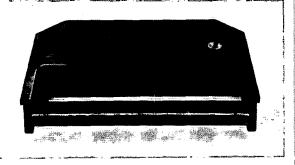
- B. TC GT Switch. In the two column position (TC) simultaneously adds or subtracts amounts in two separate columns. This is especially useful for work involving fee and amount, old balance, new balance, etc. (see sample tape). In the GT position adds or subtracts amounts from the Accumulator F. Printout. Monroe's 2830 is fast, printing at the rate and GT Accumulator.
- C. ID# N Switch. In the ID position automatically prints a three digit ID number next to amounts that are either added to or subtracted from the Accumulator. In the N Count position, every accumulated entry is counted. In either position depression of the Equals key after the Subtotal or Total key will automatically print the average of the entries.
- D. Decimal Selector. (See description below) E. MARC 2. With the convenient Monroe Automatic Ribbon Cartridge (MARC 2), changing a ribbon is no longer a messy or unpleasant task. It snaps into place in seconds. No ink smudges on hands or clothing...no clumsy spools...and, according to our tests, MARC 2 will last twice as long as con-

ventional ribbon spools.

of 31/2 lines per second. Items appear on the tape in large, crisp, easy-to-read print. Results are fully grouped and punctuated; totals and subtotals are double-spaced for quick, easy checking. An easy-to-follow audit trail corresponds to function key symbols. Addition (+), subtraction (-), subtotal ( () and total (\*) symbols, for example, are clearly indicated on the tape, providing quick, accurate verification of input.







#### #13579 1,592.×+ 1,550. 1,367. 1,296. 4 G 1,150. 860. + G 4,109. × 3,706. \*G

#### Specifications

One Year Comprehensive Warranty.

Large Print 0.12 inches high, with separate columns for punctuation.

Print On/Off Key allows simultaneous print and display or display only operation.

Printing Speed 3½ lines per second.

Paper Advance Speed 24 lines per second with the ability to pull tape manually

Large, Easy-to-Read Green Display can be used in conjunction with or independent of printed output.

**Automatic Punctuation and Grouping for** 

hundreds, thousands, etc.

print in red.

Non-Add/Date Key three function ability: 1) date format with space between month, day and year, 2) non-add entry, or 3) as a print key.

Automatic Double Spacing for subtotals, totals

Automatic Clearance when turned on an indication prints showing all registers are cleared.

Instant Printer Shutdown.

Audit Trail Printout matches keytop symbols. Error Indication prints when a mathematically illegal operation is attempted, such as dividing by zero. Automatically clears only the affected register. Red Print all credit entries and negative results

Storage two working Registers, two Accumulators and two Item Count registers.

Independent Group and Grand Total addition/ subtraction totals and multiplication/division results Percent Key with add-on and discount capability.

Decimal Selection nine decimal settings; 0 through 6, Floating(F) and Add Mode (+) with decimal override.

Capacity 12 digit entry/output and 24 digit calculating capacity.

Extended Capacity condition prints an arrow on the left side of the tape, indicating the 12 digit capacity has been exceeded

Input accepted on a floating basis.

Output either fixed or floating depending upon decimal selection.

Indicator Lamps for Accumulator and Grand Total. Clear Accumulator Indicator a unique symbol (\*) prints with the first entry into the Accumulator. Buffered Keyboard provides entry of digits and/or actuation of functions while calculator is executing

previous calculations

Two Key Rollover allows rapid depression of keys. Electronic Keyboard Interlocks prevent double entry when two or more keys are depressed simultaneously.

Overflow an indication prints when any numeric entry or result exceeds the capacity of any register. Automatically clears only the affected register.

**Underflow** in results containing a combination of whole or decimal digits, the decimal point will shift right, regardless of the decimal setting in order to show the 12 most significant digits.

Reverse Underflow for fractional results smaller than the decimal setting, the decimal shifts to the left to accommodate as many fractional digits as possible.

#### **Automatic Features**

Roundoff of all calculations.

Constants multiplicand and divisor.

Repeat Addition and Subtraction.

Calculation Mode Correction. Sequential Calculation Indicators.

Positive and Negative Accumulation of multipli-

cation and division results.

Units/Price Mode-with Decimal at Add Mode (+), allows operator to enter units and price without depression of Decimal key for dollars and cents amounts.

#### **Physical**

10.25 in.	Width	260mm
15 in.	Depth	381mm
3.88 in.	Height	98mm
7.63 lbs.	Weight	3.47kg
2.25 in.	Paper tape	58mm
2.25 in.	Paper tape	Ų
0.38 in.	Green Display	9.711111
0.12 in.	Print	3mm

#### Environmental

Power Requirements-120 Volts AC at 60 HZ Operating Environment -32°F (0°C) at 5% Relative Humidity to 104°F (40°C) at 95% Relative Humidity Storage Environment--40°F (-40°C) to 140°F (60°C)



The American Road, Morris Plains, New Jersey, U.S.A. • Toronto, Canada



MONROE

Monroe Systems For Business 1004 N. Timberland Drive, P. O. Box 576, Lufkin, TX 75901

. Flines.

JUL 95. 1981

GRACE BOSTICK, COUNTY CLERK
TO GOUSTA THAS

SEALED BID

Attention: County Clerk

July 8, 1981

006 Test 669

County of

FRESRING TO SHOW SHOW

**Social Services Department** 

TEXAS DEPT. OF HUMAN RESOURCES WOODVILLE, TEXAS

Ben J. Kelley Director

June 2, 1981

Texas Department of Human Resources P.O. Box 368
Woodville, TX 75979

ATTENTION: Melinda A. Stryker

RE: PENNINGTON, KITTY (DOB 7-24-68)
PENNINGTON, JIMMY (DOB 12-28-68)

PENNINGTON, PAMELA (DOB 5-16-70)

Dear Ms. Stryker:

Thank you for your letter concerning the funds available to Mr. and Mrs. Clark for the Pennington children. I agree that the plan you have suggested will provide for an effective monitoring of the funds, and I will be happy to assist Mr. and Mrs. Clark on determining the appropriate use for the money.

Mrs. Clark has stated to me her intention to use at least part of the money to avoid foreclosure on their mortgage. Apparently they have missed some monthly house payments due to Mr. Clark's current unemployment. Can you give me some direction as to what you would consider an appropriate amount of this money to use for this purpose? Take into consideration that the reason the house payments were allowed to lapse was to meet the children's immediate needs for food, etc... for which receipts are no longer available.

I look forward to receiving your reply and the funds for the Pennington children as soon as possible. Thank you for your assistance in this matter.

Sincerely,

DEPARTMENT OF SOCIAL SERVICES

Marjorie Kuester, SW III

Permanency Planning-Children's Services

MK:mt



TO:	Melinda	Striken	DATE:	6-2-81		
VIA:		Strigken.	SUBJECT:	0 0		
FROM:	Mayorie	Kuestie				
	'   '	has also c				
ins	urance (a	pprox \$300)	and pr	perty take	s (*433) are	
also	delingu	ent. Car	any of the	le money	be used for	
this	e purpos	es.				n
7	am inc	luding à	topy of	the mater	ial & become	Mil
from	n the 30	liesbelitis	uj office	Juliain	ial I become ing to the	
17	· ·	0	1-8-79	3		

sabotage, treason, sedition, or subversive activities committed after 8/1/56 (see § 5400 for application of this rule).

(d) The WE or claimant has been granted a tax exemption as a member of a religious sect (see § 1530.2 for detailed explanation of this rule).

(e) The WE is a DIB beneficiary and is entitled 0 - (c) The entitlemement of a full-time student age payable depending upon the amount of the work- 3 application of offset to auxiliary benefits).

(f) The child is entitled as a disabled adult child based on the special blindness provisions (see § 6013(c) ) and the child engages in substantial

gainful activity.

#### Termination of Entitlement

Act-Sec. 202(d) (1) Regulations No. 4—Sec. 404.321

#### 310. When Entitlement Ends

- (a) A child's entitlement ends with the month before the month in which any of the following OCCUES:
  - (1) The child dies.
- (2) The child attains age 18 and is neither under a disability nor a full-time student. If it is determined that the child is under a disability his entitlement ends as indicated in (b) below. If he is a full-time student, see (c) below.
  - (3) The child marries.

Exception: Entitlement does not end if the child is a childhood disability beneficiary and the marriage is to a social security beneficiary other than (A) a child beneficiary under age 18, or (B) a child beneficiary age 18 to 22 entitled because he is a full-time student. NOTE: An individual who is receiving SSI benefits only is not included in the definition of a "social security beneficiary." However, if the marriage is to a man entitled to a childhood disability benefit or to a DIB, the child's entitlement ends the same month her husband's benefits are ended, unless the husband's entitlement (either childhood disability benefits or DIB) ends because of death or (in the case of DIB only) entitlement to an RIB. While a putative marriage in Louisiana does terminate a child's entitlement, a putative marriage in California does not. See § § 2478 and 2479 on reinstating a child's benefit where marriage is void or annulled.

(4) The first month for which the WE is no longer entitled to a DIB, unless the WE's entitlement ended because of his death or entitlement to an RIB.

(b) The entitlement of a childhood disability beneficiary also ends (in addition to the circumstances in (a) above) with the second month following the month in which he ceases to be under a disability, unless in such month he is under age 22 and is a full-time student.

to a workmen's compensation benefit which causes \( \) 18 to 22 also ends (in addition to the circumstances disability offset. Partial child's benefits may be \$\forall \in (a) above) with whichever of the following first occurs (unless at such time he is entitled to benefits men's compensation payments (see § 6035 for \* based on a disability which began before he attained age 22):

> (1) The month before the month in which he attains age 22, or is deemed to have attained age

22 (see § 335(b) ).

(2) The month in which he ceases to be a fulltime student for an entire month.

(See § \$335 ff. for discussion of "full-time student.")

- (d) The termination of a steprelationship does not terminate the entitlement of a stepchild. (See \$ 24421.
- (e) Prior to 10/72 adoption of a child terminated his entitlement under the following circumstances:
- (1) Life Cases-Adoption during the WE's lifetime normally terminated the child's entitlement. However, there were two exceptions:
- (A) The child was adopted by the WE on whose E/R he was entitled to benefits; or
- (B) The child was adopted by his natural parent and certain additional conditions were met.
- (2) Survivor Cases—An adoption after the WE's death by the child's brother, sister, aunt, uncle, stepparent, grandparent, and in some instances the natural parent did not terminate the child's entitlement. All other adoptions did terminate entitlement.

If entitlement can be established for months prior to 10/72 and the child was adopted prior to 10/72 refer to existing precedent material to determine whether the adoption would have terminated entitlement. If the adoption would have terminated entitlement, reentitlement may be possible (see below). Any questions concerning termination of a child's entitlement due to adoption prior to October 1972 which cannot be resolved by these instructions should be referred to the appropriate PSC, ATTN: Assistant Director ARC, RSI for Program (RSI case) or the Division of Systems and Methods, BDI (DI case).

A child whose entitlement was terminated because he was adopted may be reentitled to child's benefits beginning no earlier than 11/72 based on an application filed after 10/30/72, provided the child meets all other requirements for reentitlement.

# WESTERN SURETY LUIVI. One of America's Oldesti Bonding Companies CHICAGO VILLEY FORGE VOL RETY COMPANY

VOL COSPAGE 56

VOL 005 PAGE 673

#### OFFICIAL BOND AND OATH

THE STATE OF TEXAS	
County of Tyler	SS
KNOW ALL MEN BY THESE PRESENT	FORM No. 42-OFF- 65403
That we,Elton B. John:	FORM No. 42-OFF- 65403 son, Sr., as Principal, and
the WESTERN SURETY COMPANY, a co	orporation duly licensed to do business in the State of Texas,
as Surety, are held and bound unto Go	overnor, his successors in office,
in the sum of 2 One Thousand Five (NOT VALID IF FIR	e Hundred (\$ 1,500.00) DOLLARS, LLED IN FOR MORE THAN \$50,000.00)
for the payment of which we hereby bin jointly and severally, by these presents.	nd ourselves and our heirs, executors and administrators,
Dated this 25th	day of, 1981 .
THE CONDITION OF THE ABOVE	OBLIGATION IS SUCH, That whereas, the above bounden
the contract of the contract o	day of
duly <u>Appointed</u> to the office	of <u>Constable</u> for a term of 1½ years
beginning the 25th day of June	1981 and ending the 31st day of Dec. 1982,
in and for3	Tyler County in the State of Texas.
NOW THEREFORE, if the said Prinduties required of him by law as the afore	ncipal shall well and faithfully perform and discharge all the esaid officer, and shall+
"For the faith required of h	aful performance of all the duties aim by law."
then this obligation to be void, otherwise to	o remain in full force and effect.
	Off MI
	Month flepnsen &
	Principal P. F. T. V. C.O. M. D. A. N. V.
	WESTER SPRETY COMPANY
	By Vice President
ACKNOWLI	EDGMENT OF PRINCIPAL
THE STATE OF TEXAS	ss
County of Tyler	
Before me, GRACE BOSTICK	on this day, personally appeared
Elton B. Johnson, Sr.	, known to me to be the person whose name is subscribed
to the foregoing instrument and acknowle consideration the opinion pressed.	edged to me that he executed the same for the purposes and
cliven mider my hand and seal of offi	ice at <u>Woodville</u> , Texas,
this 25th day of	June , 1981.
	Mace Bastich, GRACE BOSTICK
	Tyler
Straff.	County, Texas

## VOL COUNTY COMMISSIONERS and COUNTY JUDGE)

	, do solemnly swear (or affirm) that I will faithfully
execute the duties of the office of	
and laws of the United States and of thave not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the swear (or affirm) that I will not be, determined to the swear of the swear (or affirm) that I will not be, determined to the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I will not be the swear (or affirm) that I	dest of my ability preserve, protect, and defend the Constitution this State; and I furthermore solemnly swear (or affirm) that I defered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for the election at which I was elected; and I furthermore solemnly directly or indirectly, interested in any contract with or claim and the same as the same as fees of office. So help me God.
	Signed
Sworn to and subscribed before me	e at , Texas, this day
of, 19	
SEAL	County, Texas
en e	
I,Elton B. Johnso	OATH OF OFFICE  (General)  on, Sr. , do solemnly swear (or affirm) that I will
faithfully execute the duties of the offi	ice of Constable, Prect. #1
of the State of Texas, and will to the be and laws of the United States and of th have not directly nor indirectly paid, of tribute any money, or valuable thing,	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed
of the State of Texas, and will to the be and laws of the United States and of th have not directly nor indirectly paid, of tribute any money, or valuable thing,	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed Signed State Stat
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the e	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed Signed State Stat
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the example of June 19 81.	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed Signed State Sth day  A woodville , Texas, this 25th day
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the end of June 1981.  SEAL THE STATE OF TEXAS	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed Signed State Sth day  A woodville , Texas, this 25th day
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the earlier of June 1981.  SEAL  THE STATE OF TEXAS  County of Tyler	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the early support of June 1981.  SEAL  THE STATE OF TEXAS  County of STYLER  The foregoing bond of STYLER  The foregoing bond of STYLER	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed South GRACE BOSTICK  Tyler County, Texas  ss  Elton B. Johnson, Sr. as
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the early support of June 1981.  SEAL  THE STATE OF TEXAS  County of States and of the beautiful to the beautiful	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed Texas, this 25th day  Tyler County, Texas  as and for Tyler County and State of Texas,
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the earth of	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed Texas, this 25th day  Tyler County, Texas  as and for Tyler County and State of Texas,
of the State of Texas, and will to the be and laws of the United States and of the have not directly nor indirectly paid, of tribute any money, or valuable thing, the giving or withholding a vote at the end of	est of my ability preserve, protect, and defend the Constitution his State; and I furthermore solemnly swear (or affirm) that I offered, or promised to pay, contributed, nor promised to conor promised any public office or employment, as a reward for election at which I was elected. So help me God.  Signed

## 005 MAGE 675

Ι,	GRACE	BOSTICK			County Clerk, in and for said County, d
hereby certify	* .	,	4		day of, 19_81
					my office the 13th day of
					M., and duly recorded the
	Committee the state of the stat				k _A M., in the Records of Official Bond
	y in Volume _			<i>.</i>	
		,			Court of said County, at office i
Woody	ville	, Texas, the	day and year	last ab	ove written.
				G	RACE BOSTICK Cler
ву 000	ece Tangle	m	Deputy (	County (	Court Tyler Count
Donece	a Langham		14		<i>I</i>
OFFICIAL	2. AMOUNT	1. TO WHOM	APPROVED	T	REMENTS
District	\$5,000.	PAYABLE	District	Art. of Statutes	4. CONDITIONS     "Will faithfully pay over, in the manner prescrib
Attorney			Judge		by law, all money which he may collect or which m come to his hands for the State or for any county."
County Attorney	<b>\$2,</b> 500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner pr scribed by law all moneys which he may collect which may come to his hands for the State or an county."
County Judge	*\$1,000 10,000.	County Treasurer	Commissioner's Court	1928 and 5998	"That he will pay over to the person or officer e titled to receive it, all moneys that may come into h hands as county judge, and that he will pay over
				3330	his county all moneys illegally paid to him out county funds, as voluntary payments or otherwise, at that he will not vote or give his consent to pay o county funds except for lawful purposes."
County Clerk	*\$2,000 10,000.	Governor	Commissioner's Court	1937	"For the safekeeping of the records and the faithf discharge of the duties of his office, and further co ditioned that said clerk will pay over to his county a moneys illegally paid to him out of the county func- as voluntary payments or otherwise."
Auditor	\$5,000. & up	District Judge(s)	District Judge(s)	1649	"For the faithful performance of his duties."
County Treasurer	Fixed by the Commissioner's Court	County Judge	Commissioner's Court	1704 and 5998	"Shall faithfully execute the duties of his office at pay over according to law, all moneys which shall con into his hands as county treasurer, and render a tra account thereof to said court at each regular term said court."
District Clerk	\$5,000.	Governor	Commissioner's Court	1897 and 5998	"For the faithful discharge of the duties of his office
County School Superintendent	\$1,000.	Commissioner's Court	Commissioner's Court	2689 and 5998	"Upon the faithful performance of his duties."
County Surveyor	*\$500 10,000.	Not Stated (Suggested to County Judge)	Commissioner's Court	5284 and 5998	"That he will faithfully perform the duties of hoffice."
Hide and Animal Inspector	*\$1,600 10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties his office."
Sheriff	‡\$5,000 30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the pe sons authorized by law to receive the same, all fine forfeitures and penalties that he may collect for the
e de la companya de l					use of the State or any county, and that he will we and truly execute and make due return of all proce and precepts to him lawfully directed, and pay over a sums of money collected by him by virtue of any su
					process or precepts, to the persons to whom the san are due, or their lawful attorney, and that he will faith fully perform all such duties as may be required
					him by law, and further conditioned that he will prover to his county all moneys illegally paid to him of county funds, as voluntary payments or otherwise
Assessor and Collector of Taxes (State Bond)	10% of State Tax in County not to exceed \$50,000.	Governor	Commissioner's Court & Comptroller	7247	"For the faithful performance of the duties of h office as Assessor and Collector of taxes for and duri the full term for which he was elected or appointed
Assessor and Collector of Taxes (County Bond)	Not less than 10"; of County tax as shown by the last preceding assess- ment not to exceed \$50,000.	County Judge	Commissioner's Court	7249	"Same as State Bond."
County Commissioners	\$3,000.	County Treasurer	County Judge	2340 and 5998	"For the faithful performance of the duties of hoffice, that he will pay over to his county all mone illegally paid to him out of county funds, as voluntar payments or otherwise, and that he will not vote give his consent to pay out county funds except for lawful purposes."
Justice of the Peace	\$1,000.	County Judge	Not Stated	2373 and 5998	"That he will faithfully and impartially dischar the duties required of him by law, and will prompt pay over to the party entitled to receive it, all mone that may come into his hands during his term office."
Constable	\$500, - 1,500,	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties r quired of him by law."
Public Weigher	*\$2,500,- 5,000,	County Judge	Commissioner's Court	5688 and	"Upon the faithful and impartial performance of the duties of his office."

\*Sum to be fixed by the Commissioners Court within the limits prescribed by law.
In counties where Sheriff performs the duties of the Assessor and Collector of Taxes he shall make the bond required of the Assessor and Collector of Taxes.

3. If precinct insert the number,
4. Conditions.

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ACKNOWLEDGMENT OF SURETY (Corporate Officer)

THE STATE OF SOUTH DAKOTA

County of Minnehaha

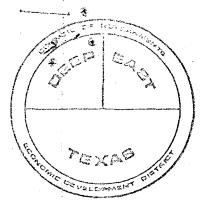
(Corporate Officer)

On this 27th day of December, 1978, before me, a Notary Public, personally appeared B. J. Mehlhaff, known to me to be the person whose name is subscribed to the foregoing instrument as the aforesaid officer of the WESTERN SURETY COMPANY, and that said instrument was signed in behalf of said corporation by authority of its By-Laws, or of a resolution of its Board of Directors, and that as such officer he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

L. DAVIS
NOTARY PUBLIC SEAL SOUTH DAKOTA
My Commission Expires 10-6-83

Notary Public, Minnehaha County, South Dakota

WESTERN-SURETY COMPANY One of American Companies OFFICIAL BOND AND OATH	On Behalf of  The B Johnson La Principal  Anotable Part, #/  Official Title	led the 19	County CourtCounty, Texas
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# DEEP EAST TEXAS COUNCIL OF GOVERNMENTS ECONOMIC DEVELOPMENT DISTRICT

D.E.T.C.O.G. P.O. Drawer 1170 272 East Lamar Street Jasper, Texas 75951 Phone (713) 384-5704 Billy D. Langford Executive Director

Richard Thomas Director of Finance (Main Office) E.H. "Buddy" Bush Deputy Executive Director 222 South Second Street Lufkin Manpower Office Lufkin, Texas 75901

June 30, 1981

Your organization, the Deep East Texas Council of Governments (DETCOG), begins a new

TYLER COUNTY
Honorable Allen Sturrock
Tyler County Judge
100 Courthouse
Woodville, Texas 75979

VOL 005 PAGE 677

Dear Member:

Attachment

fiscal year on October 1st. We need your cooperati	on in selecting <u>elected</u> officials
from County to serve on the B	soard of Directors, Article VII,
paragraph 1, pages 8 - 9 of the Bylaws states ther	e will be one (1) member from
your County selected by the Governing Board of your	County. Please list below the
elected official you have duly appointed. (See att	ached list for the person who
is currently serving on the Board.)	
AT I The Green country transfer	
ALLEN STURROCK COUNTY JUDGE	100 Courthouse, Woodville
NAME: ELECTED POSITION:	PREFERRED MAILING ADDRESS
Please remember that the Board of Directors meets m	nonthly; each fourth Thursday, un-
less otherwise specified. We need your participati	on so that any decision made will
reflect the thinking of this area.	
Yours truly,	- -
Biolo Ditelah	
Billy D Langford	
Executive Director	
CERTIFICATION	,
I, Donece Langham of Tyler	County do hereby certify
that the above listed appointment was made by the C	Commissioners Court and has been
recorded in our minutes.	
July 13,1981 SIGNATURE:	Yonece Jangham
TITLE:	Chief-Deputy County Clerk
- <b>mtb</b> - Pak 音は野野乳味噌 - Pystrone - Political College - Political	

AN EQUAL OPPORTUNITY EMPLOYER

#### RESOLUTION

RESOLVED, that the Commissioners' Court of Tyler County,
Texas accept and hereby does accept on behalf of the County of
Tyler, Texas, that certain Warranty Deed dated the 22nd day
of June, 1981, from Temple-Eastex Incorporated, conveying approximately 6.85 acres of land in Tyler County, Texas as therein
described, according to the terms and conditions therein contained
and that fully authority be and the same is hereby given to Allen
Sturrock, the County Judge of the County of Tyler, Texas, to execute said Deed in acceptance thereof and to accept delivery of same
on behalf of the County of Tyler, Texas and we do here and now duly
ratify all such acts and things done and performed on behalf of the
County of Tyler, Texas by Allen Sturrock, County Judge.

Share of U

GANCE BOSTICK
Grace Bostick, County Clerk
By Donice Tanglam,
Chif-Deputy

FILED FOR RECORD:	7- 15 19	<b>§</b> / at	9:20	o'clock a m
DULY RECORDED:	7-16 19 8	<b>27</b> at	9:00	o'clock din
INSTRUMENT NUMBER:	81-3/8/	Grace Boat	ick, Tyle	r County Clerk
Trin	a Hooks	BY:	Ma CA	and Deputy

#### WARRANTY DEED

vol. 405 PAGE 903

THE STATE OF TEXAS
COUNTY OF TYLER

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, TEMPLE-EASTEX INCORPORATED, herein called Temple-Eastex, owns those certain tracts or parcels of land lying in and being situated in the County of Tyler, State of Texas, as described herein; and,

WHEREAS, TYLER COUNTY, TEXAS, leased the hereinafter described tracts of land from Temple-Eastex by Agreements as follows:

- (1) TRACT I by Letter Agreement dated the 26th day of September, 1979, with Temple-Eastex Forests, a Division of TEMPLE-EASTEX INCORPORATED; and,
- (2) TRACT II by Oral Agreement with Temple-Eastex, to which reference is here made for the terms thereof, for the purpose of, and has been using said land for disposing of solid. waste, and Temple-Eastex has never disposed of any solid waste on said tracts or parcels of land; and,

WHEREAS, TYLER COUNTY, TEXAS, has assumed the sole responsibility for the safe disposal of solid waste on the tracts or parcels of land described herein and for the effects of said disposal, and hereby acknowledges that Temple-Eastex Incorporated has had no control over the type, kind or nature of solid waste disposed thereon; and,

WHEREAS, TYLER COUNTY, TEXAS hereby acknowledges that if it has used said tracts or parcels of land to manage hazardous waste, the use of said land is restricted under Title 40 of the Code of Federal Regulations, Section 265.117(c); and,

WHEREAS, TYLER COUNTY, TEXAS, in consideration of this conveyance from Temple-Eastex, hereby agrees to and does accept responsibility for compliance with any and all laws, rules, regulations and orders of the United States of America, the State of Texas, or any local government, or any agency or division thereof regarding the disposal of solid waste,

### VOL 405 PAGE 904

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That TEMPLE-EASTEX INCORPORATED, of the County of Angelina and State of Texas, hereinafter sometimes referred to as GRANTOR, for and in consideration of its desire to assist the citizens of Tyler County, Texas, has GRANTED, GIVEN AND CONVEYED, and by these presents does GRANT, GIVE AND CONVEY unto TYLER COUNTY, TEXAS, hereinafter referred to as GRANTEE, subject to the reservations and exceptions herein stated, all of the following described real property in Tyler County, Texas, to-wit:

#### TRACT I:

BEING 3.78 acres of land in two tracts, out of and a part of Abst. 721, I&GN Section 2 and Abst. 722, I&GN Section 3, Tyler County, Texas and being more fully described as follows:

#### TRACT ONE:

BEING 3.20 acres out of Abst. 721, I&GN Section 2;

BEGINNING in the East line of Section 2 and the West line of Section 3, 341.23 feet South of the Easterly Northeast corner of Section 2, a stake in said line for corner;

THENCE South with the division line of said Sections 2 and 3, 213.58 feet to a stake for corner;

\*THENCE S. 46° 35' W. 236.61 feet to a 5" creosote post for corner from which a 7" Red Oak bears N. 70° 30' E. 19.5 feet, a 3" Pine bears S. 18° E. 5.1 feet and a 3" Pine bears S. 54° 30' E. 3.2 feet;

THENCE N. 47° 41' W. 390.97 feet to a 5" creosote post for corner from which a 7" Red Oak bears N. 37° W. 22.6 feet and a Pine Stump bears S. 12° E. 12.7 feet;

THENCE N. 47° 37' E. 390.26 feet to a creosote post for corner from which an 8" Pine bears N.57° W. 18.8 feet, a 9" Sweet Gum bears N. 60° E. 7.7 feet and an 8" Pine bears N. 45° W. 27.0 feet;

THENCE S. 49° 00' E. 228.5 feet to the place of beginning.

#### TRACT TWO:

BEING 0.58 of an acre out of Abst. 722, I&GN Section 3;

BEGINNING in the West line of I&GN Section 3, 341.23 feet South of the Northwest corner of said Section 3 and being the Northeast corner of Tract One described above, a stake in said line for corner;

THENCE S. 49° 00' E. 155.88 feet to an iron pipe for corner from which a 5" Pine bears N. 30° W. 0.2 feet and a 7" Pine bears S. 12° W. 29.3 feet;

## VOL 405 PAGE 905 COS PAGE 681

THENCE S. 46° 35' W. 162.01 feet to a stake for corner in the West line of said Section 3 and being the Southeast corner of Tract One described above;

THENCE North 213.58 feet to the PLACE OF BEGINNING.

Together with the following described right-of-way and nonexclusive easement for ingress and egress to and from said 3.78 acres in Tyler County, Texas, to-wit:

BEING 50 feet in width, the centerline of which is described as follows:

BEGINNING in the Southwest line of Tract One described above, 117 feet N. 47° 41' W. from the South corner of same;

THENCE S. 33° 00' W. 100 feet to the Northeast edge of a County road.

#### TRACT II:

BEING 3.07 acres of land, out of and a part of Abst. 799, R. W. Caraway Survey, Tyler County, Texas and being more fully described as follows:

BEGINNING in the Southerly West line of the R. W. Caraway Survey and the East line of the J. D. Harville Survey, 232.4 feet South from the Northeast corner of the J. D. Harville Survey, an angle iron stake on the South edge of a graded road from corner from which a 7" Pine bears S. 62° W. 9.4 feet and a 14" Red Oak bears S. 14° W. 1.35 feet;

THENCE South with the division line of said surveys, feet to an angle iron stake for corner from which a 6" Pine bears N. 78° W. 15.1 feet and a 4" Pine bears N. 75° E. 18.7 feet:

THENCE N. 60° 07' E. 767.69 feet to an angle iron stake for corner from which a 5" Pine bears S. 47° W. 2.9 feet and a 5" Pine bears S. 10° W. 5.0 feet;

THENCE N.  $8^{\circ}$  17' W. 90.7 feet to an angle iron stake on the South edge of said graded road from which a 14" Hickory bears N. 12° W. 58.1 feet and a 3 Prong Forked Pine bears S. 82° E. 21.2 feet;

THENCE along the South edge of said graded road as follows: (1) S. 88° 36' W. 240.9 feet and (2) S. 59° 46' W. 476.55 feet to the place of beginning.

SUBJECT, HOWEVER, to the following exceptions:

- Any reservation or conveyance, in the prior chain of title, of the oil, gas or minerals, in, on or under said premises;
- (2) Any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only, to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property;

### VOL 405 PAGE 906

- (3) Any unrecorded easements, visible and apparent so as to give notice thereof; and
- (4) GRANTOR hereby specifically reserves to itself, its successors and assigns, the full, free and perpetual right and privilege, in common with GRANTEE, to use said easement by foot, vehicular and animal traffic and for any other purpose desired by GRANTOR, so long as such use by GRANTOR does not prevent nor unreasonably interfere with the use of said easement by GRANTEE. PROVIDED, HOWEVER, it is understood that GRANTOR may, without incurring any liability to GRANTEE for the restoration of the surface or otherwise, use said right-of-way for purposes of transporting logs and logging equipment and other types of equipment by any type of vehicles. It is expressly understood and agreed that GRANTEE shall not pave or otherwise improve the easement area without the written permission of GRANTOR, and any such paving or improving shall be made solely at the expense and risk of GRANTEE and upon the express understanding that GRANTOR shall have the right to use said easement for any purposes above mentioned without incurring any obligation to restore the surface of the easement area.
- (5) SAVE AND EXCEPT, and there is hereby reserved unto GRANTOR, its successors and assigns, all of the oil, gas and other minerals in and under and that may be produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said lands for oil, gas and other minerals and removing the same therefrom.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said TYLER COUNTY, TEXAS, its successors and assigns forever; and TEMPLE-EASTEX INCORPORATED does hereby bind itself, its successors and assigns to WARRANTY AND FOREVER DEFEND all and singular the said premises unto the said TYLER COUNTY, TEXAS, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 22nd day of June, 1981.

TEMPLE-EASTEX INCORPORATED

Denman,

ACCEPTED:

TYLER COUNTY, TEXAS

LUNDE

.

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THE STATE OF TEXAS X
COUNTY OF ANGELINA X

## VOL 405 PAGE 907

BEFORE ME, the undersigned authority, on this day personally appeared JOE C. DENMAN, JR., President of TEMPLE-EASTEX INCORPORATED, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of , A.D. 1981.

Sherrie Yates
Notary Public in and for
Angelina County, Texas

My Commission Expires: 12/1,8/84

THE STATE OF TEXAS X
COUNTY OF TYLER X

BEFORE ME, the undersigned authority, on this day personally appeared, ALLEN STURROCK, County Judge of Tyler County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated and as the act and deed of said Tyler County, Texas.

of fully, A.D. 1981.

Notary Public in and for Tyler County, Texas

My Commission Expires:

JUNE MAXEY, Notary Public in and far

Tyler C.

My commission expi 5//2/85

#### CERTIFICATE

VOL 405 PAGE 908

I, Grace Bostick, County Clerk of Tyler County, Texas, hereby certify that I have compared the following Resolution with the original thereof, recorded in the Official Minutes of a Regular Meeting of the Commissioners' Court of Tyler County, Texas, held on the <u>13th</u> day of July , 1981, and that the following Resolution is a true, complete and accurate copy of the Resolution adopted at said meeting:

"RESOLVED, that the Commissioners' Court of Tyler County, Texas accept and hereby does accept on behalf of the County of Tyler, Texas, that certain Warranty Deed dated the 22 day of June, 1981, from Temple-Eastex Incorporated, conveying approximately 6.85 acres of land in Tyler County, Texas as therein described, according to the terms and conditions therein contained and that full authority be and the same is hereby given to Allen Sturrock, the County Judge of the County of Tyler, Texas, to execute said Deed in acceptance thereof and to accept delivery of same on behalf of the County of Tyler, Texas and we do here and now duly ratify all such acts and things done and performed on behalf of the county of Tyler, Texas by Allen Sturrock, County Judge."

NWITNESS WHEREOF, I have hereunto set my hand and seal of the County Clerk of Tyler County, Texas, this the 13th 1981.

> sette Grace Bostick, County Clerk

THE STATE OF TEXAS COUNTY OF TYLER

BEFORE ME, the undersigned authority on this day personally appeared GRACE BOSTICK, County Clerk of Tyler County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of the County of Tyler, Texas, for the purposes and consideration therein expressed, and in the capacity therein stated.

EVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_/5 day of

A.D. 1981.

OT ARY Public

(NEAN PHILLIPS) County Clerk in and for Tyler County,

My Commission Expires: 3-11-85

I certify that the discrete number microfilm images between the Title Page and the Certificate of Legality and Authenticity have been made in strict accordance with Article 1941 (a), Vernon's Texas Civil Statutes, and that each image is a true, correct, and exact copy of the page or pages of the Identified instrument of writing, legal document, paper or record which had been filed for record on the date and at the time stamped. on each; that no microfilm image or images were substituted for any original microfilm image or images between the Title page and this Certificate, microfilmed this the 16 day of 19 81, from the Records of the County of Tyler Texas. Starting image no. Vol. 405 Page 903 Ending image no. Vol. 405 Page 909

GRACE BOSTICK

une 15, curitten NOTICE OF TIME AND PLACE OF MEETING COMMISSIONER'S COURT TYLER COUNTY, TEXAS

THIS NOTICE POSTED IN ACCORDANCE WITH V. A. T. S. \_ Art. 6252-17

Notice is hereby given that Commissioners Court will hold it's regular meeting on Monday JULY 13 , 1981 at 10:00 A. M. in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

#### AGENDA

- 1. APPROVE COUNTY TREASURERS MONTHLY REPORT.
- 2. APPROVE COUNTY EXTENSION MONTHLY REPORT.
- ACCEPT PLAIT IN PINE LAKE SUBDIVISION. (Pct.IV) ಿ3.
- OPEN BIDS ON CALCULATOR FOR AUDITORS OFFICE. 4.
- 5. OPEN BIDS ON PAPER FOR XEROX MACHINE.
- 6. REQUEST FROM DEPARTMENT OF HUMAN RESOURCES.
- APPOINT HOSPITAL BOARD MEMBERS. (3) 7.
- 8. AMEND BUDGET.
- 9. APPROVE BOND FOR CONSTABLE IN PRECINCT I.
- DISCUSS PURCHASING DICTATING EQUIPMENT FOR COUNTY ATTORNEYS OFFICE. 10.
- 11. CONSIDER IMPROVEMENTS ON 92 ROW.W.
- APPOINT MEMBER TO DETCOG BOARD OF DIRECTORS.

13. JIM STOCKMAN WITH TEMPLE EASTEX.

Tyler County, Texas

TIME: 8:50

JUL 10 1981

GRACE BOSTICK, COUNTY CLERK

JANET GREGORY