

TYLER COUNTY COMMISSIONER'S COURT
REGULAR MEETING
AUGUST 9, 1982

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The Regular Meeting of the Commissioner's Court, met on Monday August 9, 1982 at 10:00 A.M. All members being present. The meeting was opened with prayer by County Judge Allen Sturrock.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to accept the County Treasurer's monthly Report, pending two exceptions noted. Money has not been transferred from Pct. #4 to Pct. #1. All voted yes and none no. See attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley to accept the monthly Report from the County Extension Office. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Odom to table the Bids on the Sheriffs car until later in the meeting. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to table the Bids on Fuel for the County, until Friday August 13, 1982. All voted yes and none no.

A motion was made to untable the bids on the Sheriffs car. This motion was made by Commissioner Riley and seconded by Commissioner Lowe. All voted yes and none no. A motion was made by Commissioner Riley and seconded by Commissioner Odom to accept the Bid of Knapp Ford Sales, Inc., with a Trade-in for \$8,796.00. All voted yes and none no. Allison Chevrolet Inc. gave a Bid of \$8,995.00. See Bids attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Mahan to accept the Bids on Carpet for the Clerk's Office. Collins Paint bid was \$1,746.00 and Watts Carpet was \$1,395.00. The bids were closed and tabled until Friday, August 13, 1982. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley to accept the Bid of Allen Machinery Co. Inc. for a Model 10-OW Hercules Trailer, for Pct. #II. The price of \$6,700. All voted yes and none no. See attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Odom to appoint John Yearwood as Election Judge for Voting Box 2 and table the Alternate for this box. Then also table Box 18 for Judge and Alternate until Friday. The following Election Judges for Pct. #4 were appointed, Box 14 A.B. Walling of Spurger; Box 15, Amos Hutto of Fred; Box 16, Dallas Read of Warren; with Mrs. Myrtee Read as alternate. Bobby Jenkins as alternate for Box 15, with Mr. Hutto. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to reject all Bids on a Vacuum Cleaner for the Court-house and negotiate with a later decision. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to table the amending of the Budget for Pct. #1, until Friday Aug. 13, 1982. All voted yes and none no.

A motion was made by Commissioner Mahan and seconded by Commissioner Riley to advertise for Bids on Carpet for the County Treasurer and District Clerk's Offices. These Bids to be opened at regular meeting in Sept. 1982. All voted yes and none no.

A motion was made by Commissioner Odom and seconded by Commissioner Riley to request reimbursement from the State Treasurer's Office for Lateral Road Funds, accumulated in the last year. All voted yes and none no. See attached.

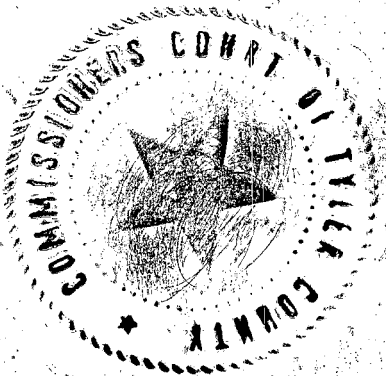
Tyler County Probation Officer, Kinney Simpson, proposed a program that would allow trustees to pay off County Fines, by performing jobs for the County. A motion was made by Commissioner Riley and seconded by Commissioner Odom to accept the concept, in principle, but tabled an actual decision until the liability question could be solved. All voted yes and none no.

IN SESSION-----OPEN

A motion was made by Commissioner Mahan and seconded by Commissioner Lowe to accept the Deed as buying a 40 acre tract of land from Internation Paper Co., for \$28,000.00 for a dump site. The transaction took place last month. All voted yes and none no. See deed attached.

There being no further business, the meeting adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge
Maxie Riley Maxie Riley, Comm. Pct. #1
H.K. Lowe H.K. Lowe, Comm. Pct. #2
Jerry Mahan Jerry Mahan, Comm. Pct. #3
Berton Adnell Odom Berton Adnell Odom, Comm. Pct. #4
 ATTEST Grace Bostick Grace Bostick, County Clerk



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VOL

COUNTY TREASURER'S REPORT

FOR THE PERIOD ENDING

JULY 31, 1982

ON

RECEIPTS, DISBURSEMENTS AND CASH BALANCES

AUSTIN C. FULLER, COUNTY TREASURER

BALANCES, RECEIPTS AND DISBURSEMENTS

All Funds

AUSTIN FULLER

Month Of July, 1982

COUNTY TREASURER

	FUND	Cash On Hand 6-30-82	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 7-31-82	Certifi- cates of Deposit	Available Resources 7-31-82
VOL 007 PAGE 364	General	(113269.19)	80687.91	-0-	99704.04	(132285.32)	498000.00	365714.68
	Solid Waste	(10381.53)	-0-	-0-	-0-	(10381.53)	13000.00	2618.47
	Tyler County Auto Report	-0-	6773.19	-0-	6770.00	3.19	6770.00	6773.19
	Library	5225.67	190.00	-0-	-0-	5415.67	7000.00	12415.67
	Capital Improvements	88325.55	-0-	-0-	5995.00	82330.55	46000.00	128330.55
	R & B #1	(3042.93)	20187.65	3571.24	14986.72	5729.24	50000.00	55729.24
	R & B #2	(4533.05)	42428.12	3027.33	11638.07	29284.33	50000.00	79284.33
	R & B #3	(13061.84)	24842.13	4229.39	23626.86	(7617.18)	30000.00	22382.82
	R & B #4	(3069.33)	70361.22	3832.23	15288.20	55835.92	77000.00	132835.92
	County Attorney Check Fee	358.07	276.27	-0-	227.40	406.94	-0-	406.94
	District Attorney Check Fee	230.87	280.00	-0-	-0-	510.87	-0-	510.87
	General R & B #2	-0-	14660.19	(14660.19)	-0-	-0-	-0-	-0-
	Adult Probation	9074.99	3710.00	-0-	5002.20	7782.79	21000.00	28782.79
	Juvenile Probation	764.96	-0-	-0-	1929.91	(1164.95)	3000.00	1835.05
	County Wide ROW	80113.38	-0-	-0-	-0-	80113.38	5000.00	85113.38
Employees Savings	2645.00	655.00	-0-	50.00	3250.00	-0-	3250.00	
State Cost #1	7810.75	1785.00	-0-	5883.75	3712.00	-0-	3712.00	
State Cost #2	1477.80	317.00	-0-	1105.20	689.60	-0-	689.60	
State CVC	592.25	290.00	-0-	327.75	554.50	-0-	554.50	
Totals For All Funds		49261.42	267443.68	-0-	192535.10	124170.00	806770.00	930940.00
Bank Statement Balance								131154.48
Less Outstanding Checks								(6984.48)
Total Cash In Bank								124170.00

BALANCES, RECEIPTS AND DISBURSEMENTS

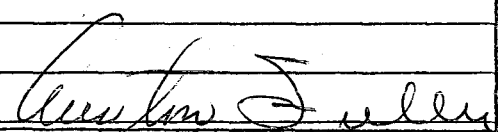
All Funds

AUSTIN FULLER

Month Of July, 1982

COUNTY TREASURER

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	FUND	Cash On Hand 6-30-82	Receipts Present Month	Transfers In (Out)	Disburse- Ments Current	Cash On Hand 7-31-82	Certifi- cates of Deposit	Available Resources 7-31-82
	Federal Revenue Sharing	3179.85	46801.00	-0-		38078.15	-0-	38078.15
	Jail				-0-			
	Solid Waste				2522.27			
	R & B #1				-0-			
	R & B #2				-0-			
	R & B #3				-0-			
	R & B #4				-0-			
	General				9380.43			
	Certificates of Deposit				-0-			
	Revenue Sharing Totals	3179.85	46801.00	-0-	11902.70	38078.15	-0-	38078.15
	Bank Statement Balance							45181.26
	Less Outstanding Checks							(7103.11)
	Total Cash In Bank							38078.15
								
	Austin Fuller							
	County Treasurer							

WITNESS OUR HANDS, officially, this 9 day of August A.D.,
1982.

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Allen Sturrock
County Judge

Maxie L. Riley
Commissioner Pct. 1

H. K. Lowe
Commissioner Pct. 2

Jerry Mahan
Commissioner Pct. 3

Berton A. Odom
Commissioner Pct. 4

SWORN TO AND SUBSCRIBED before me, by Allen Sturrock, County Judge, and Maxie L. Riley, Commissioner Pct. 1, Kenneth Lowe, Commissioner Pct. 2, Jerry Mahan, Commissioner Pct. 3, and Berton A. Odom, Commissioner Pct. 4, County Commissioners of Tyler County, Texas, each respectively, on this 9 day of August A.D., 1982.

Wracl Bestik
Tyler County Clerk

By: _____
Deputy



KNAPP FORD SALES, INC.
104 Pine Street
Woodville, Texas 75979
283-2516

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8-9-1982

Tyler County Commissioner's Court

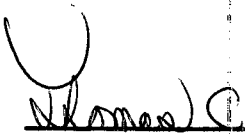
Subject: Bid for full size police package vehicle

Knapp Ford Sales is pleased to bid one (1) 1983 full size Ford which meets or exceeds every specification as listed in the "Notice to Bidders".

The price for this vehicle is:	\$ 9,996.00
Less 79 Chevrolet Trade-in:	1,200.00
	<hr/>
Total Net difference	8,796.00

The vehicle must be ordered from the factory with production time determined by plant scheduling.

The 1979 Chevrolet trade-in must be in the same approximate mechanical and appearance condition as presently at the time the sale and trade are completed.



Thomas C. Knapp
President



KNAPP FORD SALES, Inc.

104 Pine Street
Woodville, Texas 75979

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Bid For New Sheriff's Dept Cat

Tyler County Commissioners' Court

NO. _____ TIME: 9:50 AM

AUG 09 1982

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: Grace Bostick

ALLISON  , INC.

PARTS AND SERVICE
HOT POINT APPLIANCES

Phone 837-2244

P. O. Box 460

Colmesneil, Texas 75938

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July 12, 1982

County of Tyler
100 Courthouse
Woodville, Texas 75979

Dear Mrs. Bostick and Gentlemen:

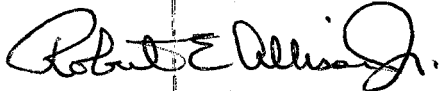
Allison Chevrolet, Inc. submits the following bid for the Sheriff's Department vehicle as per attached specifications.

Chevrolet requires up to 120 days for the delivery of police vehicles after the receipt of the order.

1983 Chevrolet Impala with Police Package with
trade of 1979 Chevrolet.

Sale price: \$8,995.00

Please let us know if we can be of further assistance to you.



Allison Chevrolet, Inc.

**LEON FOWLER**

Sheriff of Tyler County
106 Courthouse
Woodville, Texas 75979
713/283-2172

B. J. VARDEMAN

Chief Deputy-County Investigator
106 Courthouse
Woodville, Texas 75979
713/283-2172

TYLER COUNTY SHERIFF'S DEPT. PATROL VEHICLE SPECIFICATIONS:

Year Model: 198²
Vehicle Type: Full-Size Four (4) Door Sedan
Wheel Base: 114.3 inch or larger
Motor: 350 C.I.D. or larger (Police Package)
Transmission: Automatic (Police Package)
Rear End: Limited slip rear-end-differential (Pos. Trac.)
Suspension: Heavy Duty (Police Package)
Cooling System: Heavy Duty Police Package
Battery: Heavy Duty (84 plate minimum)
Alternator: Heavy Duty (80 AMP)
Exterior Body Color: Silver or Gray
Interior Color: Red
Power Steering: Yes
Power Brakes: Yes
Factory Air Conditioning: Yes
Radio: AM/FM
Floor Covering: Heavy Duty Rubber Mat (Black in Color)
Seats: Front-50/50 Heavy Duty Police Package
Back-Standard Bench
Speedometer: Calibrated to 125 M.P.H. (Minimum)
Instrument Panel: Water, Oil & Battery Gauges (Not Lights)
Steering Wheel: Tilt Design
Wheel Tims: 15 inch diameter
Tires: Police Package Fabric Radials (Blackwalls)
Wheel Cover: Standard (Not full cover)
Exterior Molding: NONE
Tinted Glass: Yes
Interior Map Light: Yes
Factory Mounted Spotlight: Yes (6")
Heater & Defroster: Yes
Spare Tire: Full Size Tire & Rim
Exterior Mirrors: Dual/Remote Control
Heavy Duty Jack: Yes
Windshield Wipers: Two (2) speed w/pause

*Note: Any other STANDARD features of the Police Package Vehicle.



ALLISON CHEVROLET, INC.
HIGHWAY 69, P.O. BOX 460
COLMESNEIL, TEXAS 75938

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Tyler County

NO. _____ TIME: 9:20 ^{AM}

JUL 12 1982

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: *Wanda Johnston*

WANDA JOHNSTON



Allen Machinery Company, Inc.

P.O. Box 3327 - Loop 287 West
Lufkin, Texas 75901
Phone 713-634-8801

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6 August 1982

Tyler County Commissioners Court
Woodville, Texas 75979

Subject: Trailer for Preceinct II

Gentlemen:

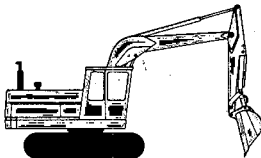
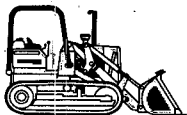
We are pleased to quote on a Model 10-0W Hercules Trailer equipped as per attached specification sheet.

Net Price \$6,700.00
(Price Includes Hitch Installed on Truck and
Breaks Rigged)

Thank you for giving Allen Machinery the opportunity to bid on your equipment needs. If we can be of any further assistance, please do not hesitate to call us.

Very truly yours,

Glen McDaniel

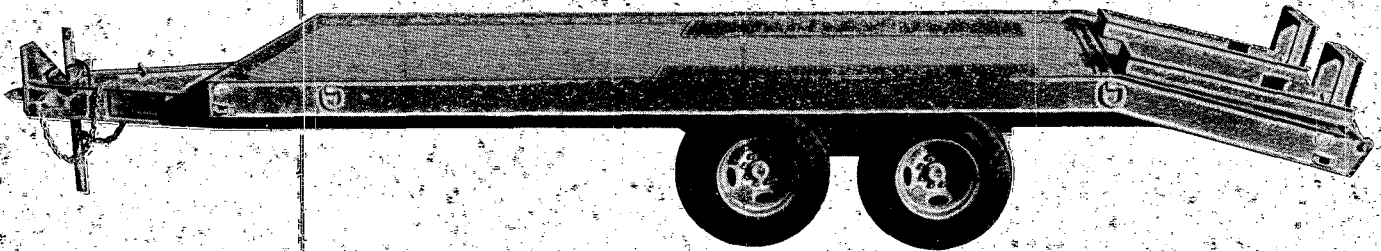




10-TON CAPACITY

MODEL 10-OW

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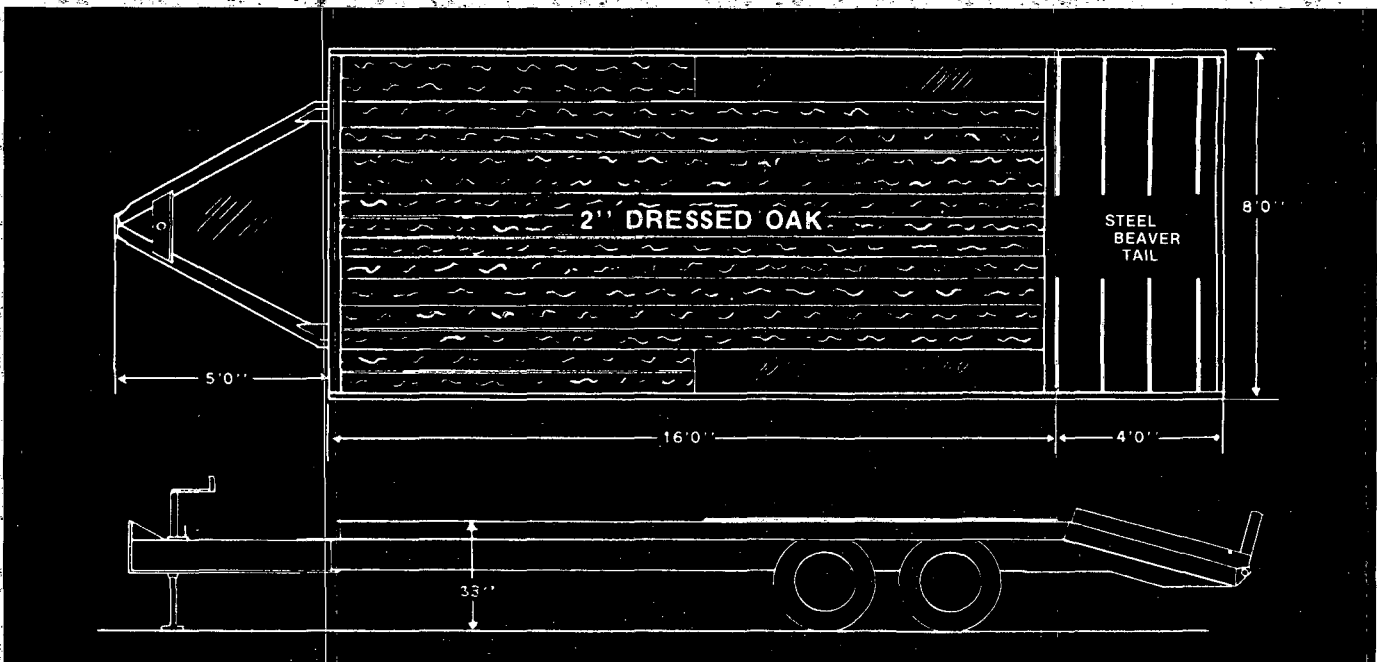
20 FEET OF LOADING AREA

APPROX. WGT. — 4,000 LBS

G.V.W. — 24,000 LBS.

TIRES	8 — 9:50 x 16.5" L.R.-E	AXLES	2 — 10,000 lb. Capacity Each ... 5" round
WHEELS	8 — Dual . . . Disc	JACK	5,000 lb.
OIL SEALS	Stemco . . Each Wheel	SAFETY CHAIN	1/2" Heavy Duty
HUBS	4 Heavy Duty .. 8 Stud	SIDE RAILS	8" Channel
BRAKES	12 1/4" x 3 1/2" Electric	LASHING RINGS	4 - Heavy Duty
RAMPS	Flip .. Adjustable	HITCH	3" Eye
BRAKE CONTROL	UNMOUNTED	WET CELL BATTERY	— IN STEEL BOX MOUNTED

I.C.C. LIGHTS — D.O.T. REGULATIONS





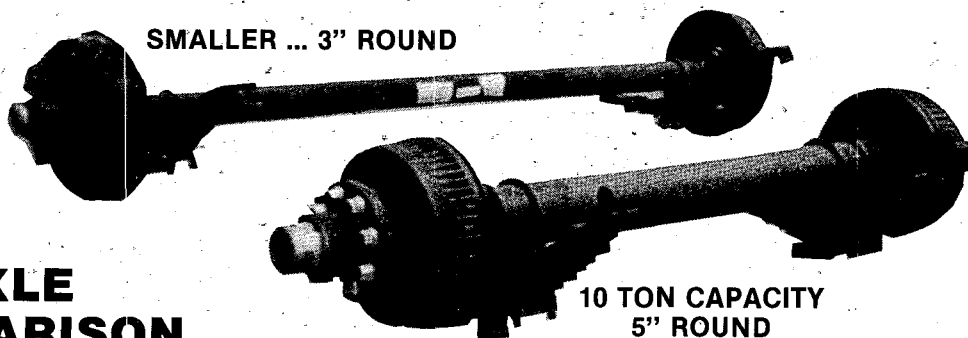
10-TON STANDARD & OPTIONAL EQUIPMENT

DUAL WHEELS

- AXLES** 10,000 lbs. each ... Tube — 5" dia. — .259 wall thickness, 50,000 lb. min. yield.
- BEARINGS** KAB-93716..Inner Cup (Race) - KAB-93714..Outer Cup (Race)
KAB-93717..Inner Bearing (Cone)-KAB-93715..Outer Bearing (Cone)
- OIL SEAL** STEMCO — Lubrication with S.A.E. — 90 wgt. oil.
- SUSPENSION** Slipper type - 10 leaf - 2½" wide springs — bronze eye bushings
- WHEELS** Each wheel is rated at 2,500 lbs.
Disc type - 8 stud - 6.50 bolt circle
- TIRES** 9:50 x 16.5 L.R.-E (10 Ply) rated at 3,170 lbs. each at highway speeds.
- BRAKES** Electric - 12¼" x 3½" each wheel
- SAFETY SIDE RAILS** .. Approx. 3" high on each side and front

EXTRAS

- Extra Deck Length
- Straight Deck in Lieu of Beavertail
- Spare Tire and Rim
- Tool Box
- Full Width Gooseneck on Model 10-GN
- Extra Lashing Rings
- Special Paint
- Additional Deck Width



**AXLE
COMPARISON**

Allen Machinery Company, Inc.

P.O. Box 3327 - Loop 287 West
Lufkin, Texas 75901



Tyler County Commissioners Court
Woodville, Texas 75979

Trailer Bid - Precinct II

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NO. _____ TIME: 9:35 AM
PM

AUG 09 1982

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

BY: *Elaine Owen*

FILED FOR RECORD: 8-12- 1982 at 2:00 o'clock P M
DULY RECORDED: 8-17- 1982 at 4:00 o'clock A M
INSTRUMENT NO. 82-2952 GRACE BOSTICK, TYLER CO. CLK.
Grace Bostick

SPECIAL WARRANTY DEED

VOL **416** PAGE **05**

STATE OF TEXAS §
COUNTY OF TYLER § KNOW ALL MEN BY THESE PRESENTS:

THAT, INTERNATIONAL PAPER COMPANY, a corporation, organized under the laws of the State of New York and authorized to do business in the State of Texas, whose address is International Paper Company, International Paper Company Plaza, 77 W. 45 St., New York, New York 10017, (hereinafter referred to as "GRANTOR"), for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations to it in hand paid by TYLER COUNTY, TEXAS, a political subdivision and corporate entity of the State of Texas, whose address is in care of the County Courthouse, Woodville, Texas, (hereinafter referred to as "GRANTEE"), the receipt of which is hereby acknowledged and no part of which constitutes a lien, express or implied against the hereinafter described property, has Granted, Sold and Conveyed and by these presents does Grant, Sell and Convey, subject only to the matters hereinafter set forth unto the said Tyler County, Texas, a political subdivision of the State of Texas as aforesaid, all that certain tract or parcel of land located in Tyler County, Texas, being 40 acres of land more or less out of the JEAN BATISTE CAZENAVE Abstract 10, Tyler County, Texas:

BEGINNING at a Boat Spike set for the Northwest corner of the herein described tract, said corner being S 15° 00' E 3461.6 ft. from a 2" pipe found for the Northwest corner of said Cazenave Survey, the Northeast corner of the Robert Hooker Survey, Abst. #364, and being in the South Line of the Squire Cruse Survey, Abst. #13, from said Pipe a 14" Black Gum mkd. "X" brs. N 88° 30' E 20.4 ft., another 14" Black Gum mkd. "I.P." brs. S 73° 00' E 17.6 ft., and an 18" Black Gum mkd. "X" brs. S 19° 30' W 4.9 ft.;

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THENCE N 88° 25' E 1052.60 ft. to a Boat Spike set for the Northeast corner of the herein described tract;

THENCE S 19° 45' E 1578.3 ft to a Boat Spike set for the Southeast corner of the herein described tract;

THENCE S 70° 15' W 1000.0 ft. to a Boat Spike set for the Southwest corner of the herein described tract;

THENCE N 19° 45' W 1906.5 ft. to the PLACE OF BEGINNING and containing within these bounds 40.0 acres of land, more or less, as described on the map or plat attached hereto and made a part hereof for all intents and purposes, marked Exhibit A.

It is understood and agreed that the above described land is being acquired by Grantee for the present purpose of using it for solid waste and garbage disposal and other uses.

There is excepted and reserved from the fee simple title to the above described tract of land all oil, gas and other minerals heretofore excepted and reserved or conveyed by predecessors in title of the Grantor herein, as shown by the Deed Records of Tyler County, Texas, together with the right of ingress and egress to explore for, mine, produce and remove the same therefrom.

IN ADDITION TO THE ABOVE AND FOREGOING RESERVATION, there is hereby further excepted and reserved to the Grantor, its successors and assigns forever, and excepted from this conveyance, all of the oil, gas and associated hydrocarbons, coal, lignite and peat, base, precious and industrial minerals and metals and all other minerals including lead, zinc, copper, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium, molybdenum, vanadium, titanium, and other fissionable materials, gold, silver, bauxite, limestone, geothermal energy, and all other mineral substances and ore deposits of any kind or character whether solid, liquid or gaseous, and without limitation by

enumeration of the minerals expressly mentioned above (but not including sand, gravel and aggregate building materials for use on the property conveyed and other property of the Grantee), presently owned by Grantor in, on or under any of the property conveyed hereby, and all of the executive rights and other rights to execute leases presently owned or held by Grantor with respect to the interest of any other parties in any or all of said minerals in, on or under any of the property conveyed hereby, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining, developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to Grantor.

The property conveyed hereby, or portions thereof, is presently subject to an oil and gas lease dated July 5, 1979, from Grantor to IP Petroleum Company, Inc., recorded in Volume 9, Page 553, Records of Tyler County, Texas as assigned to Mobil Oil Company, and may be subject to other mineral leases or agreements of record in said county. The foregoing mineral reservation is made without prejudice to any rights, privileges or obligations provided for under such leases or agreements and covers and reserves to the Grantor its successors and assigns, all the royalties and other payments attributable to oil and gas and/or other minerals produced and saved therefrom for so long as such leases or agreements remain in force. Grantee shall succeed hereunder to all of the rights and benefits provided to the surface owner in each of such leases or agreements for the protection of the surface during mineral operations conducted thereunder.

Grantor shall, if the Oil and Gas Lease dated July 5, 1979, expires, comply with the provision of paragraph 11(c) of such lease, or require its subsequent lessee to comply therewith, on any oil and gas operation conducted on the Subject Premises after the date of expiration of such lease.

As used herein, "Grantor" includes Grantor's successors, assigns and mineral lessees, and "Grantee" includes Grantee's successors and assigns.

This Grant and Conveyance is made upon the express condition that the Grantee covenants that it will not convey or dispose of any portion of the premises or any interest therein except by deed containing the covenants and indemnities set forth in this deed, including this paragraph.

The Grantee covenants that its administrators, successors and assigns will indemnify and hold International Paper Company (Grantor) harmless against:

(a) all claims, suits, proceedings, and causes of action brought on account of injury to person or property or loss of life arising out of or in connection with the premises, directly or indirectly, for any reason whatsoever, whether or not incurred or arising out of a condition or state of facts in existence prior to the date of this deed, including, without limitation, any suits in or in the nature of private nuisance, public nuisance, inherently dangerous activities, trespass and negligence;

(b) against all orders, decrees, damages and judgments entered in or incurred in connection with such claims, suits, proceedings and actions; and

(c) any attorney's fees and disbursements incurred by the Grantor in connection with such claims, suits,

proceedings and actions. The indemnification and covenants herein contained shall inure to the benefit of the Grantor and shall run with the land and bind each and every future owner thereof; and the Grantee and each and every future owner of the premises shall remain obligated and liable for the performance and observance of the covenants and indemnities in this deed notwithstanding a conveyance by such party of the premises or of his interest therein.

In accepting this deed, the Grantee acknowledges that it has been informed that the premises have been used or will be for the disposal or storage of waste; that the presence of such waste may have possible detrimental effects, the full extent of which may not presently be determinable; that a substantial part of the consideration paid by the Grantee for the premises is its agreement to enter into and fulfill the covenants and the indemnities contained herein; and that the existence of such covenants and indemnities is reflected in the purchase price.

In accepting this deed, the Grantee waives any and all right it may have to claim that the covenants and indemnities constituted an unreasonable restriction on the use or alienation of the premises or to otherwise petition or request any court, tribunal, or governmental entity to cause any of such covenants or indemnities to be set aside, negated or in any way limited.

If any provision of this deed or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of the provisions of the deed and the application of those remaining provisions to other persons or circumstances shall not be affected but rather shall be

enforced to the extent permitted by law. Each covenant, agreement and obligation of the Grantee shall be deemed and construed as a separate and independent covenant of the Grantee, not dependent on any other provision of this deed.

The covenants and indemnities contained in this deed shall be construed in accordance with the law of the State of Texas and without the aid of any presumption requiring construction against the party causing this deed to be drafted.

This Grant and Conveyance, however, is made also subject to the following:

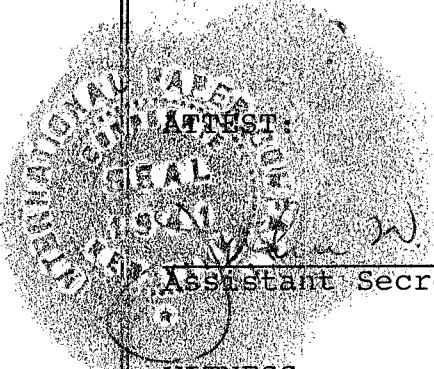
All valid and existing rights of way, servitudes, easements and other similar surface grants, either of record or apparent on the ground, including but not limited to all valid timber contracts, hunting, grazing or other special-use leases or permits presently in effect covering all or any portion of said land as of the date of execution hereof.

TO HAVE AND TO HOLD the foregoing land and premises together with all and singular the rights, privileges and appurtenances in any wise belonging unto Grantee, its successors and assigns, subject to the terms, reservations and conditions hereinabove set forth; and Grantor does hereby covenant with the Grantee, its successors and assigns, that it will WARRANT AND DEFEND the title to said land and premises against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it, but no further.

In witness whereof, INTERNATIONAL PAPER COMPANY has executed this conveyance this 7th day of June 1982.

INTERNATIONAL PAPER COMPANY

By: *Donald H. Powell*
ATTORNEY-IN-FACT



W. W. Mobley
Assistant Secretary

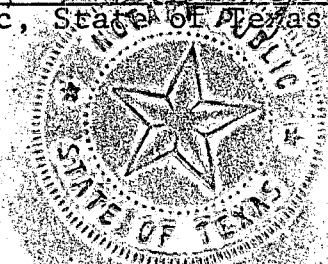
WITNESS:
W. W. McFarlin
Mary Ann High

STATE OF TEXAS)
)
COUNTY OF DALLAS) ACKNOWLEDMENT

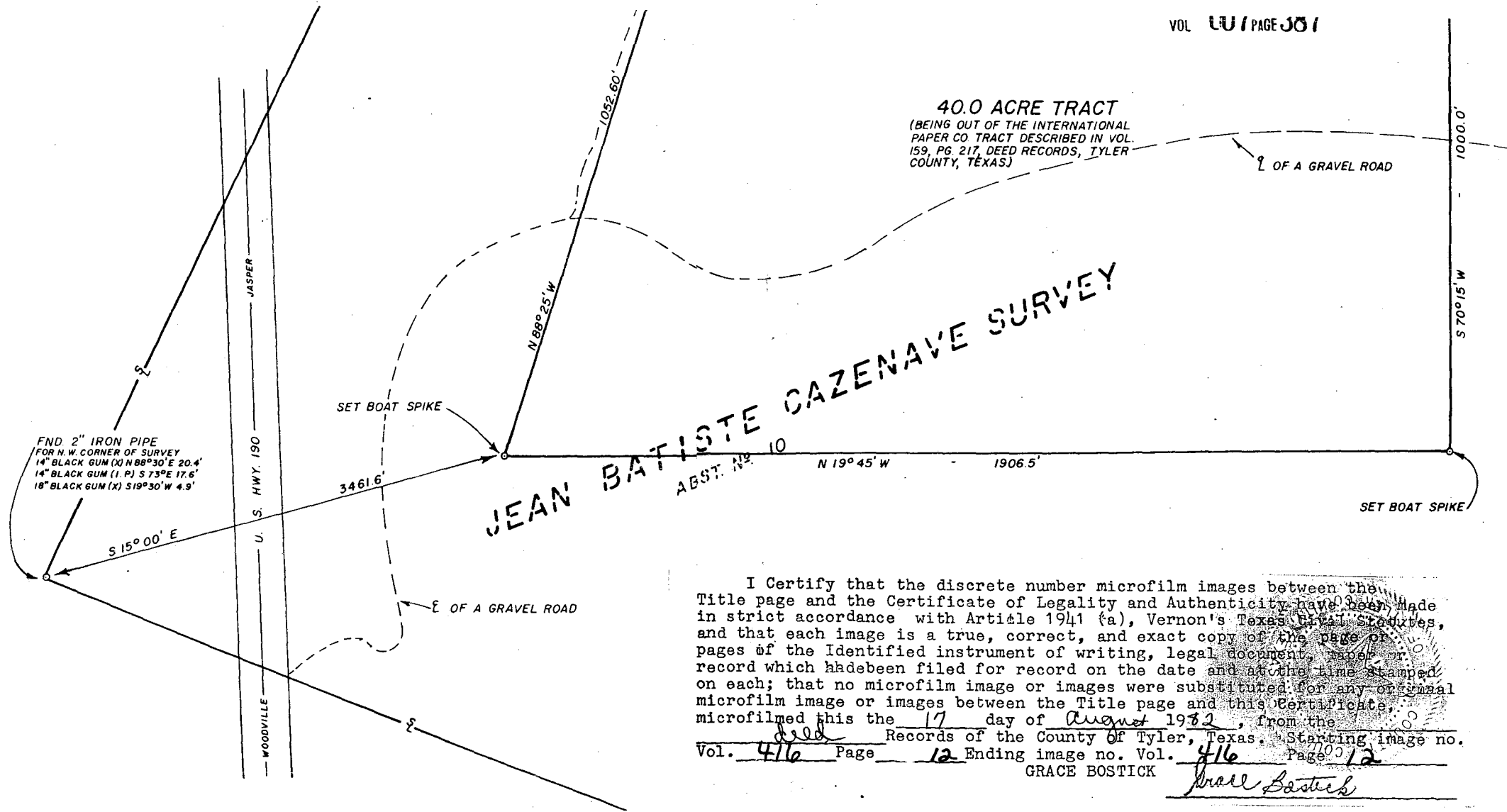
Before me, the undersigned authority, on this day personally appeared DONALD H. POWELL, known to me to be the person whose name is subscribed to the foregoing instrument, as the Attorney-in-Fact of International Paper Company, and acknowledged to me that he subscribed the name of International Paper Company thereto as principal and his own name as Attorney-in-Fact, and executed the same for the purposes and consideration therein expressed, and in the capacity therein set forth.

Given under my hand and seal of office, this 7th day of June, 1982.

Betty L. Maschger
Notary Public, State of Texas



My Commission Expires:
BETTY L. MASCHGER
My Commission Expires
June 22, 1985



40.0 ACRE TRACT
 (BEING OUT OF THE INTERNATIONAL
 PAPER CO. TRACT DESCRIBED IN VOL.
 159, PG. 217, DEED RECORDS, TYLER
 COUNTY, TEXAS)

JEAN BAPTISTE CAZENAVE SURVEY
 ABST. NO. 10

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 has 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 17 day of August 1972, from the 416 Records of the County of Tyler, Texas. Starting image no. 12 Ending image no. 12

Vol. 416 Page 12 Ending image no. 416 Page 12

GRACE BOSTICK
Grace Bostick

I, ROBERT E. BRAME, PROFESSIONAL ENGINEER NO. 19152, STATE OF TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IS A TRUE AND ACCURATE MAP OF A SURVEY MADE BY ME ON THE GROUND.
 MAY 1972.

Robert E. Brame
 ROBERT E. BRAME, P. E.
 NO. 19152
 STATE OF TEXAS

A PLAT REPRESENTING THE SURVEY OF A 40.0 ACRE TRACT TO BE USED FOR A SOLID WASTE SYSTEM PROJECT, TYLER CO., TEXAS.		
SCALE: 1" = 200'	APPROVED BY: ROBERT E. BRAME, P. E.	DRAWN BY: C. A. P.
DATE: MAY, 1972	REBEL ENGINEERING, INC. P. O. BOX 623 LIVINGSTON, TEXAS 77351	
SHEET NO. 1 OF 2	DRAWING NO.: 050372	

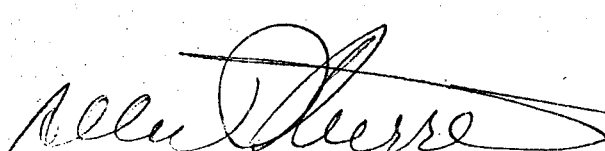
NOTICE OF TIME AND PLACE OF MEETING
COMMISSIONER'S COURT
TYLER COUNTY, TEXAS

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 AUGUST 9, 19 82 at 10:00 A. M. in the Commissioners Courtroom, First Floor, Tyler County Courthouse.

A G E N D A
- - - - -

1. ACCEPT COUNTY TREASURERS MONTHLY REPORT.
2. ACCEPT COUNTY EXTENSION MONTHLY REPORT.
3. OPEN EXTENDED BIDS ON SHERIFFS CAR.
4. OPEN BIDS ON GAS, DIESEL AND OIL FOR THE COUNTY.
5. OPEN BIDS ON CARPET FOR COUNTY CLERKS OFFICE.
6. OPEN BIDS ON TRAILER FOR PCT. II.
7. APPOINT ELECTION JUDGES.
8. DISCUSS VACUUM CLEANER FOR COURTHOUSE.
9. AMEND BUDGET FOR PCT. I.
10. GO OUT FOR BIDS ON CARPET FOR DISTRICT CLERK AND COUNTY TREASURERS OFFICES.
11. REQUEST FOR STATE TO REIMBURSE THE COUNTY FOR LATERAL ROAD FUNDS.
12. WORK RELEASE - PROBATION.
13. CONSIDER PURCHASING DUMP SITE FROM INTERNATIONAL PAPER CO.


Allen Sturrock, County Judge
Tyler County, Texas

NO. _____ TIME: 8:30 AM
PM

AUG 06 1982

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS
BY: 