

FILED FOR RECORD: 1-19 19 84 at 2:45 o'clock P M
DULY RECORDED: 1-24 19 84 at 9:00 o'clock A M
INSTRUMENT NO. _____ GRACE POSTICK, TYLER CO. CLK.
BY: Jean Phillips Deputy
JEAN PHILLIPS

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
DECEMBER 16, 1983---10:00 A. M.

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A Special Meeting of the Commissioner's Court met on Friday, December 16, 1983 at 10:00 A. M. All members being present. The meeting was opened with prayer by County Treasurer Austin Fuller.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to approve advertising for bids on two (2) new automobiles for the Sheriff's Department on a lease/purchase plan, as requested by B. J. Vardeman, Chief Deputy for the Sheriff's Department. Bids received to be opened on Monday, January 9, 1984 at 10:00 A. M. All voted yes and none no.

A motion was made by Commissioner Lowe and seconded by Commissioner Odom to approve the paying of monthly bills, as submitted by County Auditor Ann Nichol. All voted yes and none no. See Attached.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to certify the 1983 Tax Roll, as presented by County Tax Assessor-Collector Barbara Tolbert. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Lowe to approve the Contract with Deep East Texas Council of Governments, to cover improving public facilities by paving 4.5 miles of streets and replacing an inadequate bridge in the Warren Community. All voted yes and none no. See Attached.

A motion was made by Commissioner Lowe and seconded by Commissioner Riley to approve the bond for Karen Spurlock, Tax Assessor-Collector for Chester Independent School District. All voted yes and none no. See Attached.

RECESSED AT 10:45 A. M. FOR A FIVE MINUTE BREAK:

IN SESSION:

A motion was made by Commissioner Odom and seconded by Commissioner Lowe to accept bids received from IBM Corporation, Beaumont, Texas and Lufkin Typewriter & Cash Register Co., Lufkin, Texas for three (3) typewriters (Two for the County Auditor's office, one for the County Attorney's office). Bids received did not include prices on calculators as requested, only on typewriters as listed below:

IBM Corporation-----\$828.00 each

Lufkin Typewriter & Cash Register Co. (960.00 each
with a 10% discount)----- 864.00 each

The bid from IBM Corporation was lower but the IBM typewriter did not have special features that are needed by the County Attorney's Office. The representative from the County Attorney's office chose the Royal typewriter from Lufkin Typewriter & Cash Register Co., while the representative from the County Auditor's office chose the IBM brand for their use. Also, since the date the bids were solicited, Tax Assessor-Collector Barbara Tolbert expressed a need for a new typewriter, to be used in the Tax Office. Commissioners Court gave her permission to ask for the extra typewriter from Lufkin Typewriter at the same price offered in the above mentioned bids, since she preferred the Royal Brand. All voted yes and none no. See Attached.

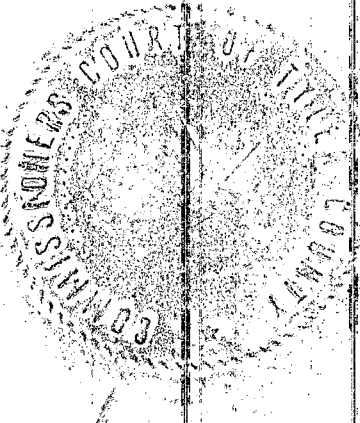
A motion was made by Commissioner Mahan and seconded by Commissioner Odom to accept a Dedication of a road in Precinct #3, to be known as "Wheeler Drive", dedicated by G. L. Lanier. All voted yes and none no. See Attached.

A motion was made by Commissioner Mahan and seconded by Commissioner Odom to table any discussion on solicited bids for a used truck for Precinct #3 until Thursday, December 29, 1983, at 10:00 A. M. All voted yes and none no.

A motion was made by Commissioner Riley and seconded by Commissioner Odom to table any decision to be made concerning proposals/bids for local and long distance phone service until Thursday, December 29, 1983, at 10:00A.M. All voted yes and none no.

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 A. Odom Berton A. Odom, Comm. Pct. #4
ATTEST Grace Bostick Grace Bostick, County Clerk



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COMMISSIONER'S COURT OF DECEMBER 16, 1978 Page 11 of 11
 CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, SEE BELOW FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Da Allo
	<u>FEDERAL REVENUE SHARING</u>			
1727-a	Justin Equipment	Parts-Solid Waste	\$ 67.30	
1728-a	Tyler County Booster	FY 84 Budget Summary-Advertising	12.60	
		<i>Tot.</i>	79.90	
	<u>LAW LIBRARY</u>			
23967	Southwestern Bell	Telephone in Library	22.91	
		<i>Tot.</i>	22.91	
	<u>JUVENILE PROBATION</u>			
23959	Rogers Office Supply	Office Supplies	19.75	
23965	Southwestern Bell	Telephone-Long Dist. Calls	8.09	
		<i>Tot.</i>	27.84	
	<u>ADULT PROBATION</u>			
23959	Rogers Office Supply	Office Supplies	10.80	
23958	Story-Wright	Office Supplies	17.70	
23955	West Publishing	Pental & Faimily Code	42.00	
23957	Clemmons Insurance Agency	Bonds (3)-Gregory, Wigley, Simpson	90.00	
23965	Southwestern Bell	Telephone-Long Dist. Calls	30.04	
		<i>Tot.</i>	190.54	
	<u>COUNTY-WIDE ROW</u>			
24054	Ty-Co Feed	Fence Material	300.89	
24009	Joe R. Smith, Co. Atty.	Attorney Fee for Condemnation Suit State of Texas VS Bill J. Sanders	1563.00	

APPROVED THIS 16 day of Dec., 1978
[Signature]
 COUNTY JUDGE

Tot 1863.89
 CLAIMS CHECKED AND APPROVED
[Signature]
 COUNTY AUDITOR

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COMMISSIONER'S COURT OF DECEMBER 16, 1978

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, ROAD & BRIDGE III FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D
24031	Justin Equipment	Parts & Labor on Equipment	\$ 727.49	
23995	Justin Equipment	Parts	9.27	
24032	Jimmy's Auto Parts	Parts	94.04	
24033	Lufkin Industries, Inc.	Wheels	258.64	
24034	Ewell Equipment Co. Inc.	Repair Leaf	17.89	
24035	Woodville Auto Parts	Repairs to Equipment	4613.21	
24036	Allison Chevrolet, Inc.	Parts	20.09	
24037	A-Z Discount Auto Parts, Inc.	Parts	10.72	
23986	Mustang Tractor & Equipment	Repairs to Equipment	3414.85	
24038	Hills Hollow	Gas	16.80	
24039	J.E. Gardner Oil Co.	Fuel	2143.25	
24040	Martins Hardware	Post Punch	24.30	
24014	Holderman's Building Center	Tools	39.89	
24041	Hensarling's Auto Service	Tire Repair	25.00	
24042	Owens Exxon	Tire Repair-14.00, Ice-3.00	17.00	
24043	Sullivan's	Misc. Supplies	69.73	
24044	Davis Gro. Store	Misc. Supplies	59.41	
24045	Mitcham's Hilltop Grocery	Misc. Supplies	40.31	
24046	Colmesneil Telephone	Telephone @ Co. Barn	49.67	
24047	Gulf States Utilities	Utilities @ Co. Barn	49.59	
24048	Crew's Services	Repair Cattle Gaurd on Co. Road	45.00	
24049	Freeman's	Culverts	1053.01	
24050	Jasper Creosoting Co.	Lumber	1189.60	
24055	Daniels Welding & Auto Repair	Repairs to Equipment	50.00	

APPROVED THIS 16 day of Dec, 1978

Allen [Signature]
COUNTY JUDGE

Tot. - 14,038.76
CLAIMS CHECKED AND APPROVED
[Signature]
COUNTY AUDITOR

COMMISSIONER'S COURT OF DECEMBER 16, 1978 Page 7 of 11
 CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, ROAD & BRIDGE I FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	
23996	Durham Electric Co.	Rebuilt Starter	\$ 50.00	
23997	Birdwells' Welding	Pin	12.00	
24000	Woodville Auto Parts	Repairs to Equipment	622.26	
23993	A-Z Discount Auto Parts	Valvoline	11.00	
23992	Sullivans' Hardware	Bulbs	10.57	
23990	C & M Repair Service	Repairs to Equipment	4926.00	
23989	Justin Equipment	Repairs to Equipment - Parts	933.61	
24003	George P. Bane, Inc.	Repairs to Equipment - Parts	6734.71	
24002	Greenwood Exxon	Tire Repair	69.40	
23994	Jackson Petroleum Prods.-Gulf	Fuel	1429.62	
23999	Seneca Water Supply Corp.	Water @ Co. Barn	8.50	
24001	S. Magnolia Drive Inn Gro.	Ice	28.71	
23998	A-H Asphalt Co.	Pre-Mix	797.96	
24051	Rogers Office Supply	Pens	10.25	
			<i>Tot.</i> 15,644.59	

APPROVED THIS 16 day of Dec., 1978
Allen [Signature]
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
[Signature]
 COUNTY AUDITOR

COMMISSIONER'S COURT OF December 16, 197x 83

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, _____ FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	D All
24020	Hart-Graphics	Forms	37.79	
23968	Rogers Office Supply	Supplies	1.90	
23966	Southwestern Bell	Telephone	94.98	
23966	Southwestern Bell Tele.	Telephone	150.18	
RNEY: 23966	"	"	86.46	
23968	Rogers Office Supply	Supplies	3.65	
23850	The Woodville Inn	Lodging for witness in Johnson Trial	52.84	
			56.49	
			TOTAL	
			52,243.50	

APPROVED THIS _____ day of _____, 197x .

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

COMMISSIONER'S COURT OF December 16, 19783

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Da Allc
23960	Dons Heating & Air Conditioning	Service Heater in Tax Office	40.50	
24015	Sullivans Hardware	Janitors Supplies	25.59	
24027	Consolidated Marketing	Restroom Supplies	129.31	
24030	City of Woodville	Courthouse Utilities	767.69	
23936	Gulf States Utilities	Sheriff Tower Utilities	29.97	
23968	Rogers Office Supply Co.	Rug Mats/Office Equipment	^{2979.62} 92.50	
23965	Office Supply Center	Supplies	29.78	
23966	Southwestern Bell Telephone	Telephone	94.00	
23968	Rogers Office Supply	Supplies	59.80	
23966	Southwestern Bell Telephone	Telephone	^{183.58} 20.65	
23907	Colmesneil Telephone Co.	Telephone	17.81	
23966	Southwestern Bell	Telephone	41.97	
24021	Stafford Lowdon Co.	Docket Books	264.96	306
23965	Office Supply	Supplies	11.64	
23968	Rogers Office Supply	Supplies	35.50	
23966	Southwestern Bell Telephone	Telephone	24.32	
23966	Southwestern Bell	Telephone	^{71.46} 84.71	
23965	Office Supply Center	Supplies	32.85	
23966	Southwestern Bell	Telephone	^{117.56} 20.65	
"	"	"	49.56	
23968	Rogers Office Supply	Supplies	57.50	
24020	Hart Graphics	Forms	78.43	
			<u>185.49</u>	

APPROVED THIS _____ day of _____, 19783

COUNTY JUDGE

Robert D. ...

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

Ann Michel

COMMISSIONER'S COURT OF December 16, 1978

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	AI
23981	Impact Printing	Binders for Annual Report	4.50	
23982	Tyler County Hospital	Rings for Reports	6.20	
23966	Southwestern Bell	Telephone	38.11	
23968	Rogers Office Supplies	Supplies	.75	
24012	Collier Insurance Agency	Bond/Auditor	30.00	
			<u>79.56</u>	
24006	Hensarling Auto Service	Mini-Bus Gas	44.29	
24008	City of Woodville	Utilities	64.99	
23965	Office Supply Center	Office Supplies	9.97	
23966	Southwestern Bell Telephone	Telephone	40.02	
			<u>159.27</u>	
24017	Mrs. Duvall Mixon	Care for Mary & Tommy Lorenz	450.00	
IMPORT: 23991	Sullivans Hardware	Light Bulbs	6.49	
23966	Southwestern Bell Telephone	Telephone	14.83	
			<u>87.2132</u>	
24029	Shepherds Linen Supply	Janitors Uniforms	38.60	
24028	Crocker Plumbing	Repairs to Plumbing/Sprinkler	404.12	
24026	Natkin	Repairs to Boiler	81.38	
24007	Collins Paint & Decorating Center	Supplies for Painting Jail	147.38	
24005	Big Thicket Communications	Repairs to Radios/Lightening Dam.	221.13	
23978	Polk Electric Service	Rep. to Elevator/Lightening Dam.	74.00	
23977	Tower Specialist, Inc.	Lightening Control Box Repl.	500.00	
23975	Allied Elevators	Repairs to Elev/Lightening Dam.	519.95	

APPROVED THIS 11 day of December, 1978.
Allen Meadows
 COUNTY JUDGE

CLAIMS CHECKED AND APPROVED
Ann Mills
 COUNTY AUDITOR

COMMISSIONER'S COURT OF December 16, 1978 83

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	AI
23962	Western Data Services	1983 Tax Roll 6584.65		
		Machine Lease 366.00	6950.65	
23961	Barbara Tolbert, Tax Collector	Reimb. to acct. for checks		
		charged to bank account	50.86	
24012	Collier Insurance Agency	Bond - Official \$356.50		
		Employees Bons 126.00	482.50	
23968	Rogers Office Supply	Office Supplies	75.10	
23966	Southwestern Bell Telephone	Telephone	94.89	
			<u>7654.00</u>	
24022	Precision Printing	Payroll Checks	253.00	
24023	Impact Printing	Receipt Books	40.00	
24024	Pitney Bowes	Tapes for Postage Machine	47.40	
23966	Southwestern Bell	Telephone	61.90	
23968	Rogers Office Supply	Supplies	1.50	
23988	Martyn Brothers	Part for Copy-Machine	20.00	
24012	Collier Ins. Agency	Employees Blanket Bond	102.00	
24021	Stafford Lowdon	Forms	211.08	
24020	Hart Graphics	Forms	13.83	
23968	Rogers Office Supply	Supplies	92.60	
23966	Southwestern Bell Tele.	Telephone	89.45	
			<u>528.96</u>	

APPROVED THIS day of , 1978

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

COUNTY AUDITOR

COMMISSIONER'S COURT OF December 16, 19783

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CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, TEXAS

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim	Da Allo
23980	James A. Clark	Court Appointed Attorney/David W. Gilliam/Appeals Case	2777.77	
23984	James H. Dillon	Court Apptd Atty/Lindsey \$150.00 N. Adams 150.00 B. Roach 150.00	450.00	
24018	James A. Clark	Court Apptd Atty/S.W. Jewett 450.00 D. Brooks 150.00	600.00	
24019	Jerome P. Owens	Court Apptd. Atty/J.J. D8rant	150.00	
24013	The Second Administ. Jud. Dist.	Pro-Rata Share of Expenses	574.78	
			<u>4552.55</u>	
COURT				
23963	NCR Corporation	Service Contract/Tax Off. C. Reg.	620.00	
23979	Lufkin Typewriter	Service Contract on Typewriters	2035.75	
24004	3MWST	Service Contract/C. Clerk Equip.	650.00	
24025	Bob Hodges	Repairs to Payroll Machine	200.00	
23964	Lufkin Typewriter	Supplies - C. Atty. \$22.00 Typewriter/County Clerk 789.00	811.00	
23985	Tyler County Booster	Advertising/Absentee Voting	26.46	
* 24011	Tyler County Appraisal Dist.	Last Quarter Payment 11,571.54 Penalty & Interest 781.11	12,352.65	
** 24010	Tyler County Appraisal Dist.	1984 First Quarter Payment	11,140.00	
24016	Gulf States Utilities	Utilities @ Box 5 Doucette	25.53	
23965	Southwestern Bell Telephone	Probation Service & Equipment	61.53	
			<u>27,922.92</u>	

* \$11,571.54 approved Commissioners Court in November bills. Check returned to County with penalty & interest.

** Payment to be made December 30 after closing of 1983 books. To be charged to 1984 books.

APPROVED THIS _____ day of _____, 197__.

COUNTY JUDGE

CLAIMS CHECKED AND APPROVED

 COUNTY AUDITOR

COMMISSIONER'S COURT OF December 16, 1978

Page 1 of //

CLAIM REGISTER AND MINUTES OF ACCOUNTS ALLOWED, General FUND TYLER COUNTY, T

Claim Number	NAME OF CLAIMANT	NATURE OF CLAIM	Amount of Claim
23919	Woodville Auto Parts, Inc.	Repairs to Vehicles	\$ 24.93
23920	The Torque Shop	"	113.68
23987	Jarrotts Pharmacy	Film & Pictures	49.92
23916	Bob*s Prescription Shop	"	12.81
23924	Wal-Mart	"	168.18
23932	Tyler Uniform Company	Sturrock, Mann Uniforms, Fowler & Skinner	703.42
23976	Racal-Milgo	Repairs to Teletype/Light ^{re} neing	265.00
23925	Big Thicket Communications	Radio Maintenance for December	203.25
23935	Racal-Milgo	Teletype Maintenance	147.00
23927	Goodyear Auto Service Center	Tires	688.28
23917	Tyco Feed	Weight Tickets	8.00
23927	Sargent-Sowell, Inc.	Hand-Cuffs, Name Bars	227.93
23911	Exxon Company	Gas 141.83; Tire Rep. 10.00	151.83
23908	Mobil Oil Credit Corporation	Gas 30.06; Tire Repair 5.00	35.06
23926	Texaco, Inc.	Gas	94.57
23923	Diamond Shamrock	Gas	16.70
23922	J.E. Gardner Oil Co.	Gas	1546.38
23921	Conoco, Inc.	Gas	169.98
23918	S. Magnolia Grocery	Bread for Prisoners	5.98
23983	Brookshires	Food for Prisoners	766.81
23913	Tyler County Hospital	Medical Treatment/D. Weaver	144.80
23966	Southwestern Bell Telephone	Telephone	368.96
23968	Rogers Office Supply	Office Supplies	133.60

24062
APPROVED THIS _____ day of _____, 1978

Allen [Signature]
COUNTY JUDGE

uniform for reserved Deputies \$112.65 6047.01

CLAIMS CHECKED AND APPR
[Signature]
COUNTY AUDITOR

FF DEPT:

MADE AND ENTERED into this 15th day of December, 1983 by and between the Tyler County Commissioners Court, hereinafter called the "COUNTY" and the Deep East Texas Council of Governments located at 272 East Lamar Street, 2nd Floor, P.O. Drawer 1170, Jasper, Texas hereinafter called "DETCOG."

WHEREAS, the COUNTY intends to improve public facilities in the Warren Community through paving 4.5 miles of streets and replacing an inadequate bridge through its Texas Community Development Program, said described improvements being hereinafter called the "Project."

I.
EMPLOYMENT OF DETCOG

The COUNTY agrees to employ DETCOG and DETCOG agrees to perform the administrative services in connection with the PROJECT as stated in the following sections, and for having rendered such services, the COUNTY agrees to pay DETCOG compensation as provided in the following sections.

II.
CHARACTER AND EXTENT OF SERVICES

DETCOG shall render the following professional services during the various phases in the development of the PROJECT:

A. ADMINISTRATIVE SERVICES

1. DETCOG will refine data submitted in the application and acquire additional data as may be required for bid estimates.
2. Various census data, including housing, population, income levels, Environmental Assessment and public notices of the Project will be prepared by DETCOG for submission to the Texas Community Development Program as required by regulation.
3. DETCOG shall furnish professional personnel to guide, assist, establish project files, and make recommendations for effective grant management throughout the term of the PROJECT, consistent with state and federal regulations. This shall include, but not limited to, required PROJECT reports, document retention, PROJECT monitoring, public meetings, Pre-construction Conferences, Texas Community Development Program Meetings and grant close-out procedures.

B. BIDDING OR NEGOTIATING PHASES:

1. DETCOG will assist the COUNTY and their Engineers in advertisements of the PROJECT for biddings.
2. DETCOG will attend bid openings.
3. DETCOG will prepare bid tabulation and analyze bids.
4. DETCOG will attend pre-construction conference with engineer and contractor.

C. CONSTRUCTION PHASES:

1. DETCOG will make periodic visits to the construction sites. These periodic visits are distinguished from the continuous services of a Resident Project Representative and are made by DETCOG's Engineer to observe the progress and quality of work as expected and to verify that all work is proceeding in accordance with contract documents.

2. DETCOG final inspection and report on the completed construction contract phases of the PROJECT.
3. DETCOG will appear before regulatory agencies.

III.
NOTICE TO PROCEED

No professional services of any nature shall be undertaken by DETCOG under this Agreement until a written "Notice to Proceed" is issued by the COUNTY.

IV.
PERIOD OF SERVICE

This Agreement shall be effective upon execution of the COUNTY and DETCOG, and shall remain in force until terminated under the provisions hereinafter provided. It is anticipated that design and construction of the PROJECT shall be completed within twelve (12) months after "Notice to Proceed" is issued.

Upon written request of DETCOG to the COUNTY, time extensions will be allowed to the extent of any delays caused by factors beyond the control of DETCOG or by the COUNTY or other agencies with whom the work must be coordinated.

V.
COORDINATION WITH THE OWNER

DETCOG shall hold periodic conferences with the COUNTY Commissioners Court, or the COUNTY Representatives, to the end that the PROJECT, as perfected, shall have full benefit of the COUNTY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. To implement this coordination, the COUNTY shall make available to DETCOG for use in, planning the PROJECT, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and the PROJECT.

VI.
SUB-CONTRACT

DETCOG shall reserve the right to sub-contract any portion of its work, as called for in this agreement, that DETCOG might deem expedient or in the best interest of the PROJECT.

VII.
DETCOG'S COMPENSATION

For and in consideration of the services to be rendered by DETCOG, the COUNTY shall pay and DETCOG shall receive the compensation hereinafter set forth for the services described in Section II. All remittances by the COUNTY of such compensation shall be either mailed or delivered to DETCOG's office in Jasper, Jasper County, Texas.

DETCOG will invoice the COUNTY monthly on actual cost plus fixed fee basis of services completed to date.

The COUNTY agrees to promptly pay DETCOG the full amount of each such invoice upon receipt. A charge calculated at the maximum legal rate will be added to the unpaid balance of invoices not paid within 60 days after date of invoice. Final payment for such services shall be due upon completion of those services.

The basis of compensation for the various services to be performed by DETCOG shall be on a cost plus fixed fee which shall not exceed the following amounts.

Administrative Services	\$15,000
TOTAL	\$15,000

VIII.
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed, delivered, or telephoned to DETCOG shall be to the following address or telephone number:

Deep East Texas Council of Governments
Regional Services Department
P.O. Drawer 1170
272 East Lamar Street
2nd Floor
Jasper, Texas 75951
Phone: 409/384-5704

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All notices and communication under this Agreement to be mailed, delivered, or telephoned to the COUNTY shall be to the following address or telephone number:

Judge Allen Sturrock
Tyler County
100 Courthouse
Woodville, Texas 75979
Phone: 409/283-2141

IX. TERMINATION

Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) or intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

The COUNTY may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for a good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new step) and DETCOG is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with terminating party before termination.

If the COUNTY terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work and (2) any payment due to DETCOG at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of DETCOG's default. If DETCOG terminates for default or if the COUNTY terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to DETCOG for services rendered and expenses incurred before the termination, in addition to termination settlement costs DETCOG reasonably incurs relating to commitments which had become firm before the termination.

Upon receipt of a termination action under the 1st and 2nd paragraphs of this section (IX-Termination) DETCOG shall (1) promptly discontinue all services affected (unless the notice directs otherwise) and (2) deliver or otherwise make available to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as DETCOG may have accumulated in performing this agreement whether completed or in process.

Upon termination under the 1st and 2nd paragraphs of this section (IX-Termination), the COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the COUNTY takes over for completion will be completed at the COUNTY's risk, and the COUNTY will hold harmless DETCOG from all claims and damages arising out of improper use of DETCOG's work.

If, after termination for failure of DETCOG to fulfill contractual obligations, it is determined that DETCOG had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the price provided for in this agreement shall be made as the 3rd paragraph in this section (IX-Termination) of this clause provides.

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or applications.

XI.
SUCCESSORS AND ASSIGNMENTS

The COUNTY and DETCOG each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor DETCOG shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed to as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

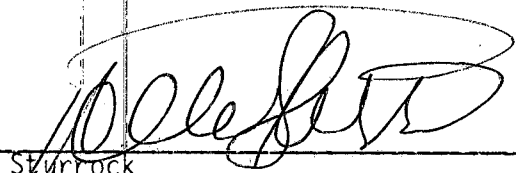
EXECUTED in two counterparts, each of which is an original, on behalf of DETCOG by the Executive Director shown below, and on behalf of the COUNTY by their authorized representative this 15th day of December, 1983.

ACCEPTED:

PROPOSED:

TYLER COUNTY

DEEP EAST TEXAS COUNCIL OF GOVERNMENTS



Allen Sturrock
County Judge

Ray Hill
Executive Director

DATE Dec 16, 1983

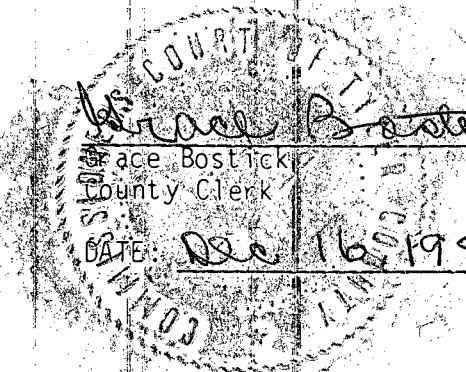
ATTEST:



Tracee Bostick
County Clerk

Randy Blanks
Regional Planner

DATE: Dec 16, 1983



Texas

WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO • SIOUX FALLS • DALLAS
PALO ALTO • VALLEY FORGE

VOL 008 PAGE 790

OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Tyler } ss

KNOW ALL MEN BY THESE PRESENTS:

FORM No. 42-OFF-68238

That we, Karen Spurlock, as Principal, and the WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Chester Indept. School Dist. Tyler County in office, in the sum of: * * Fifty thousand dollars & no/100 * * * * * (\$ 50,000.00) DOLLARS, (NOT VALID IF FILLED IN FOR MORE THAN \$50,000.00)

for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this 8th day of December, 19 83.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 8th day of December, 19 83, duly Appointed to the office of Tax Assessor Collector for a term of on3 year (Elected-Appointed) beginning the 8 day of December 19 83 and ending the 8th day of December 19 84, in and for Chester Independent School District, Tyler County in the State of Texas.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and ~~and~~

then this obligation to be void, otherwise to remain in full force and effect.

Karen Spurlock Principal
WESTERN SURETY COMPANY
By B.J. Mehlhag Vice President

ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS

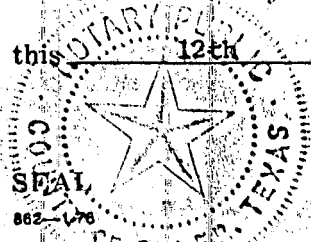
County of Tyler } ss

Before me, Jackie Thompson on this day, personally appeared

Karen Spurlock, 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.

Given under my hand and seal of office at Chester, Texas,

this 12th day of December, 19 83.



Jackie Thompson
Jackie Thompson
Tyler County, Texas

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, 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 for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, 19__.

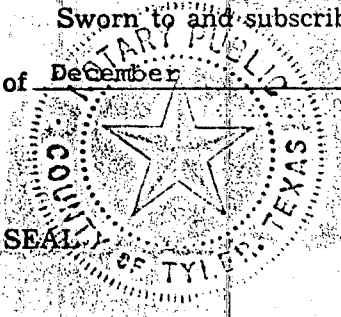
SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Karen Spurlock, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Tax Assessor/Collector of Chester I.S.D., 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 for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Karen Spurlock

Sworn to and subscribed before me at Chester, Texas, this 12th day of December, 19 83.



Jackie Thompson
Jackie Thompson

Tyler County, Texas

THE STATE OF TEXAS }
County of Tyler } ss

The foregoing bond of Karen Spurlock as Tax Assessor-Collector in and for Tyler County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:
Ernae Badlich Clerk
County Court Tyler County

Date December 16, 19 83
Allen Street County Judge,
Tyler County, Texas

I, GRACE BOSTICK, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 8th day of December, 19 83 with its certificates of authentication, was filed for record in my office the 16th day of December, 19 83, at 12:00 o'clock P. M., and duly recorded the 20th day of December, 19 83 at 9:00 o'clock A. M., in the Records of Official Bonds of said County in Volume 9, on page 163.

WITNESS my hand and the seal of the County Court of said County, at office in Woodville, Texas, the day and year last above written.

Grace Bostick Clerk
GRACE BOSTICK

By _____ Deputy County Court Tyler County

OFFICIAL BOND REQUIREMENTS

OFFICIAL	2. AMOUNT	1. TO WHOM PAYABLE	APPROVED BY	Art. of Statutes	4. CONDITIONS
District Attorney	\$5,000.	Governor	District Judge	323	"Will faithfully pay over, in the manner prescribed by law, all money which he may collect or which may come to his hands for the State or for any county."
County Attorney	\$2,500.	Governor	Commissioner's Court	330	"That he will faithfully pay over in the manner prescribed by law all moneys which he may collect or which may come to his hands for the State or any 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 entitled to receive it, all moneys that may come into his hands as county judge, and that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or give his consent to pay out 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 faithful discharge of the duties of his office, and further conditioned that said clerk will pay over to his county all moneys illegally paid to him out of the county funds, 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 and pay over according to law, all moneys which shall come into his hands as county treasurer, and render a true account thereof to said court at each regular term of 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 his office."
Hide and Animal Inspector	*\$1,000.- 10,000.	County Judge	Commissioner's Court	6973	"That he shall well and truly perform the duties of his office."
Sheriff	\$5,000.- 30,000.	Governor	Commissioner's Court	6866	"That he will account for and pay over to the persons authorized by law to receive the same, all fines, forfeitures and penalties that he may collect for the use of the State or any county, and that he will well and truly execute and make due return of all process and precepts to him lawfully directed, and pay over all sums of money collected by him by virtue of any such process or precepts, to the persons to whom the same are due, or their lawful attorney, and that he will faithfully perform all such duties as may be required of him by law, and further conditioned that he will pay over to his county all moneys illegally paid to him out 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 his office as Assessor and Collector of taxes for and during 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 assessment 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 his office, that he will pay over to his county all moneys illegally paid to him out of county funds, as voluntary payments or otherwise, and that he will not vote or 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 discharge the duties required of him by law, and will promptly pay over to the party entitled to receive it, all moneys that may come into his hands during his term of office."
Constable	\$500.- 1,500.	Not Stated Governor	Commissioner's Court	6881	"For the faithful performance of all the duties required of him by law."
Public Weigher	*\$2,500.- 5,000.	County Judge	Commissioner's Court	5688 and 5998	"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.

VOL 008 PAGE 793

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

THE STATE OF SOUTH DAKOTA }
County of Minnehaha } SS

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.

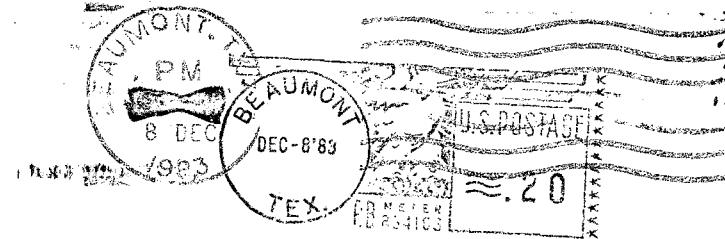
L. DAVIS
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA
My Commission Expires 10-6-83

L. Davis
Notary Public, Minnehaha County, South Dakota

IBM

P.O. Box 831
Beaumont, TX 77704

VOL 008 PAGE 794



Grace Bostick
County Clerk
100 Courthouse
Woodville, Texas 75979

NO. _____ TIME: 10:30 AM

DEC 09 1983

Sealed Bid on Typewriter Equipment

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS
BY: *Grace Bostick*



International Business Machines Corporation

P.O. Box 831
Beaumont, Texas 77704
409/899-8300

December 8, 1983

Grace Bostick
County Clerk
100 Courthouse
Woodville, Texas, 75979

VOL 008 PAGE 795

Dear Ms. Bostick:

At the request of Ann Nichols in the Tyler County Auditor's Office IBM submits the following bid for 3 IBM Correcting Selectric III Typewriters:

The IBM Correcting Selectric III, model 6705, dual pitch, 92 character keyboard, correcting capability, with an acoustical hood, page-end indicator, in Topaz Bronze color.....
\$828.00 each.

Thank you for allowing IBM the opportunity to submit this quotation. We shall look forward to hearing from you regarding your decision.

Sincerely,

John Hasson
Marketing Representative

LUFKIN TYPEWRITING

2212
P.
LUFKIN

TER & CASH REGISTER CO.
EAST DENMAN AVENUE
O. DRAWER 1406
N. TEXAS 75901

VOL. 008 PAGE 796

TIME: 1:30 PM

Tyler County Clerk
100 Courthouse
Woodville, Texas

75979

B I D

DEC 09 1983

GRACE BOSTICK, COUNTY CLERK
TYLER COUNTY, TEXAS

Grace Bostick

(JAS)

LUFKIN TYPEWRITER & CASH REGISTER CO.

2212 EAST DENMAN AVE.
LUFKIN, TEXAS 75901
TELEPHONES 634-9113 AND 634-9124

December 8, 1983

VOL 008 PAGE 797

Tyler County Clerk
100 Courthouse
Woodville, Texas 75979

Attention: Grace Bostick

Gentlemen:

Please consider this our bid on the following machines:

3	Royal electronic typewriters, model 5005 with dual pitch and print wheel @ \$960.00 ea.....	\$ 2,880.00
	Less 10% discount:.....	288.00
	Total.....	\$ 2,592.00

We hope to have the pleasure of furnishing you the above machines soon. Thank you for the opportunity of submitting this bid.

Sincerely,

LUFKIN TYPEWRITER & CASH REGISTER CO.



Dexter Satterwhite, Jr.
Manager

DCS, jr/ jh

FILED FOR RECORD: 1-24 19 84 at 1:15 o'clock P M
 DULY RECORDED: 1-26 19 84 at 9:00 o'clock A M
 INSTRUMENT NO. 84-330 GRACE BOSTICK, TYLER, CO. CLK.
 BY: Sean Phillips Deputy
 SEAN PHILLIPS

STREET DEDICATION

STATE OF TEXAS : VOL 430 PAGE 426 VOL 008 PAGE 798
 COUNTY OF TYLER : KNOW ALL MEN BY THESE PRESENTS:

That I, G. L. LANIER of Tyler County, Texas, am the owner of a 26.95 acre tract as recorded in Vol. 348, page 898, and a 3.50 acre tract recorded in Vol. 369, page 701, of the Deed Records of Tyler County, Texas, and being a Subdivision of Tyler County, Texas situated in the James Perkins Survey A-29, said Subdivision being more fully described by lot numbers and metes and bounds in a survey plat which is attached hereto and marked "EXHIBIT A" and is made a part hereof for all pertinent purposes.

I, G. L. Lanier, hereby dedicate to the Public forever that certain Street known as "WHEELER DRIVE", as shown on the above mentioned Plat, said street being 50 feet in width and extending along and parallel to the South side of Lots Nos. 1, 2, 3, 4 and 5, and intercepting F.M. Highway No. 92.

G. L. Lanier
 G. L. Lanier

STATE OF TEXAS :
 COUNTY OF TYLER :

BEFORE ME, the undersigned authority, on this day personally appeared G. L. Lanier, 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.

Given under my hand and seal of office, this the 30th day of NOVEMBER - 1983.

My commission expires:
 6-30-84.

Rois L. Brockman
 Rois L. Brockman, Notary Public,
 State of Texas.

ACCEPTED and APPROVED by the Commissioners Court of Tyler County, Texas, this 16 day of December, 1983.

[Signature]
 County Judge

Morie Giles
 Commissioner Precinct No. 1

HK Law
 Commissioner Precinct No. 2

[Signature]
 Commissioner Precinct No. 3

[Signature]
 Commissioner Precinct No. 4

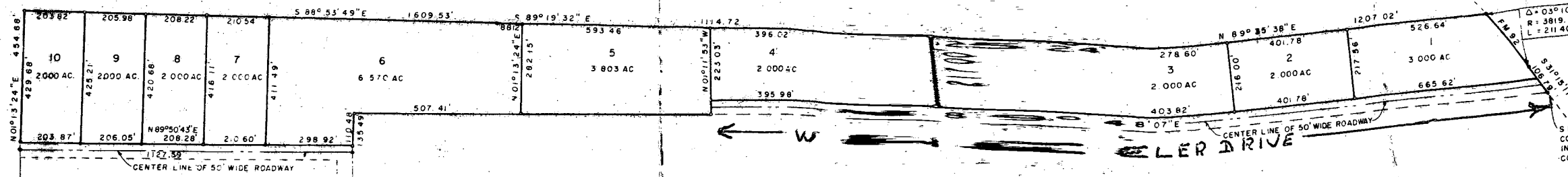
ATTEST: Grace Bostick
 County Clerk



ROIS L. BROCKMAN
 LAWYER
 Bar No. 03049000

VOL 430 PAGE 427

VOL 008 PAGE 799



SURVEY PLAT SHOWING

A SUBDIVISION OF THE G.L. LANIER 26.95 ACRE TRACT AS RECORDED
 IN VOLUME 348, PAGE 898, B-A 3.50-ACRE TRACT RECORDED IN
 VOLUME 369, PAGE 701 OF THE TYLER COUNTY DEED RECORDS
 AND BEING SITUATED IN THE JAMES PERKINS SURVEY, A-29
 TYLER COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE
 TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED
 I CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL
 SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.
 FOX SURVEYING & MAPPING CORP.

BY _____
 DALE FOX R.P.S. No 1459, TEXAS

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, page 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 26 day of January, 1984, from the

Deed Records of the County of Tyler, Texas. Starting image no. Vol. 430 Page 426 Ending image no. Vol. 430 Page 428

GRACE BOSTICK

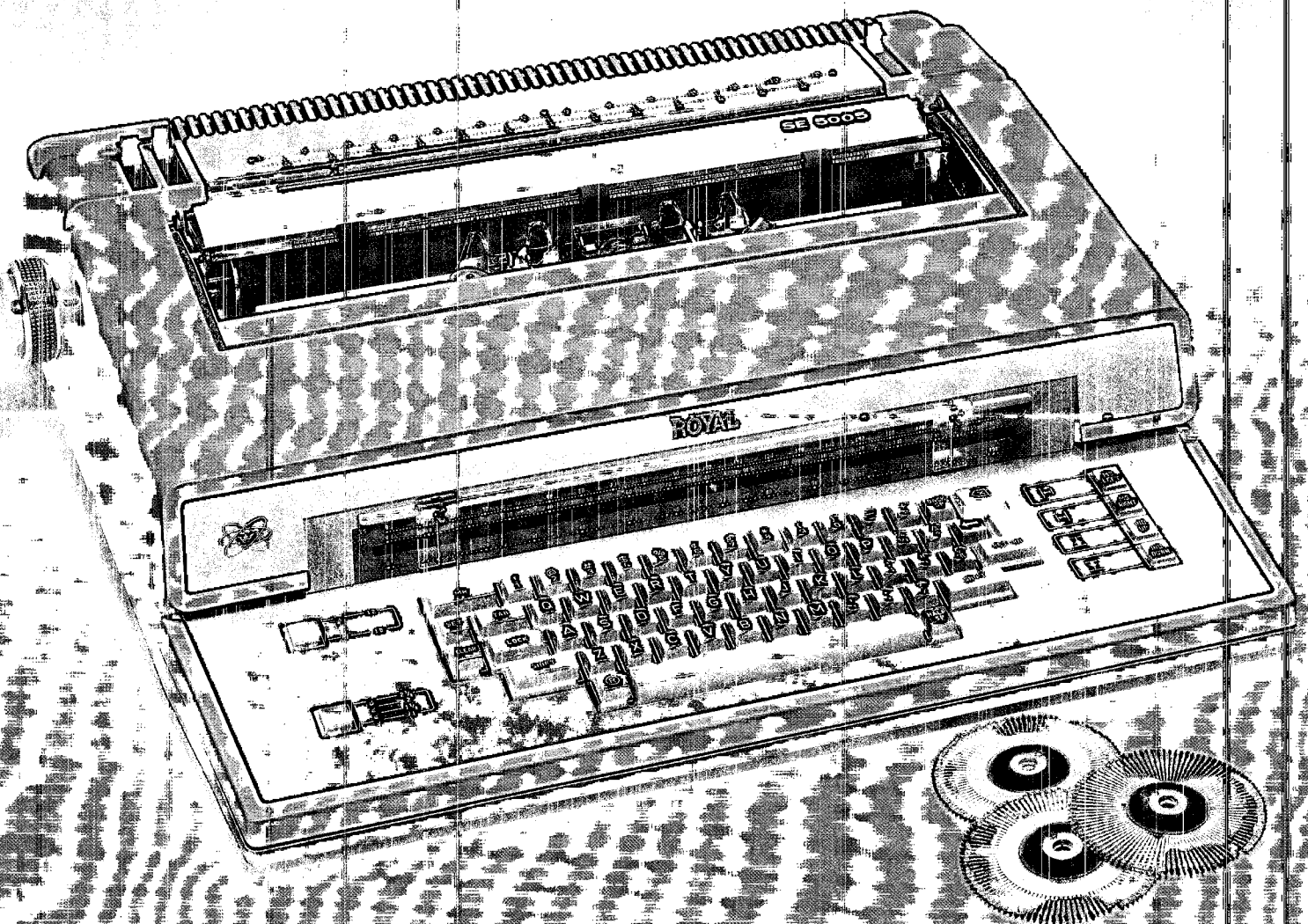
Grace Bostick

AMF 008448 100

AMF 000448 151

ROYAL

Royal 5005
All-Electronic
Print Wheel Typewriter
with Dual Pitch



In order to improve efficiency and increase office productivity, the all-electronic Royal 5005 accomplishes automatically much of the tedious work formerly performed manually by the typist. Although it's highly advanced in technology, the Royal 5005 is completely simple to operate. Its electronic keyboard is thoroughly familiar to any typist, so training and adjustment time are minimal. For business, industry and government, the Royal 5005 is the ideal bridge from yesterday's electromechanical typewriters to the automated world of microprocessor controlled electronics.

Control functions right from the keyboard

Virtually all operating functions are simply and easily controlled from the electronic keyboard. At the touch of a key margins are set, paper is positioned up or down, impression control is adjusted and line spacing may be switched to one of four settings. LED indicator lights alert the typist to the function currently in operation: pitch selection, line spacing, half spacing and the shift lock.

The versatile keyboard also provides repeat action for all 46 typing keys, as well as the space bar, the back space and correction keys, plus indexing.

Outpaces high speed typists

The Royal 5005 can handle the fastest typing. Even during sudden bursts of typing speed, the keyboard memory stores the last 16 characters typed and prints them in correct sequence without jamming or character misprinting.

Dual pitch for increased flexibility.

To accommodate the variety of print wheel type styles offered, The Royal 5005 switches pitch instantly from 10 characters per inch to 12 characters per inch. An indicator light reminds the typist which pitch is programmed. It's almost like having two machines in one.

Clean, rapid-changing ribbon cassettes

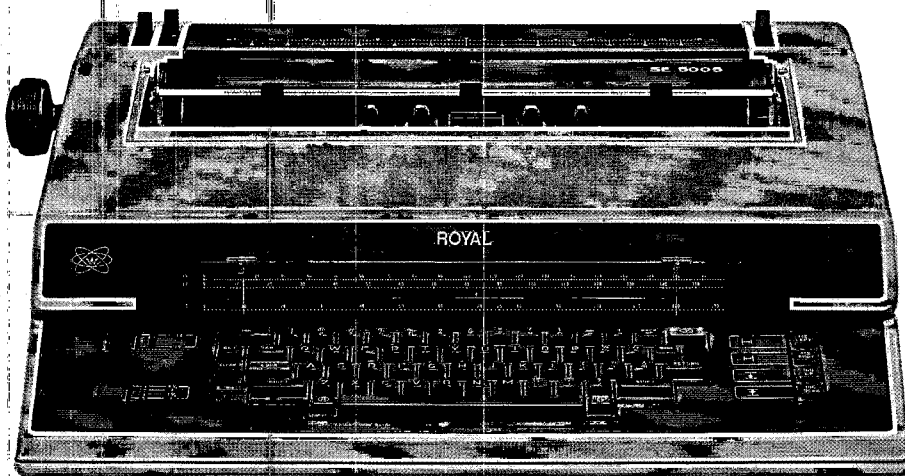
Royal has completely eliminated the mess and fuss of changing ribbons. Depending on the typing job, the typist may simply drop in a correctable carbon, single-pass carbon, multi-strike carbon or fabric ribbon cassette. Correction tapes are available in Lift-Off for correctable carbon ribbon and Cover Up for the other carbon and fabric ribbons.

Other convenient features

- Retractable paper support/page-end indicator
- Automatic paper insertion
- Automatic paper advance and ejection
- Electronic line space selector for 1, 1½, 2, 2½ spaces
- Up to 500-hour memory retention for functions
- Express back space key
- Vertical half space up and down keys for sub and superscripts
- Horizontal half space key permits insertion of a missing character
- Copy control
- Modular design and self-diagnostic system for rapid servicing

Specifications

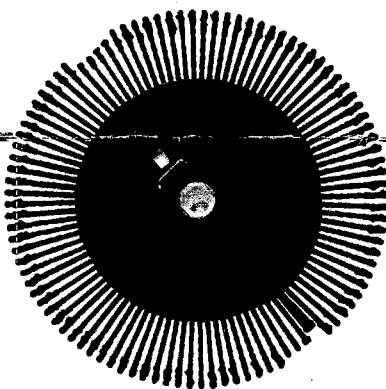
Paper capacity: 16½"
 Typing line: 13.2"
 Dimensions: 22.2" (W) x 6.85" (H) x 19.4" (D)
 Weight: 42 lbs.
 Power requirements: 110V AC, 60Hz



Royal 5005
Simply perfect
because it's
perfectly simple.

Two-line correcting memory automatically lifts off 132 characters

In addition to conventional lift-off corrections, there's an exceptionally large, automatic, 132-character correcting memory. It's simple to delete as much as two complete lines by the use of the correction key. Errors are cleanly removed with a correctable carbon ribbon cassette and lift-off tape.



Laser-sharp impressions with interchangeable print wheels

Royal offers a wide selection of print wheels with distinctive type styles to fit any typing job. The durably constructed print wheels produce sharp, clean, perfectly aligned characters. Print wheel technology combined with advanced electronic design produce exceptionally quiet operation.



SUBSIDIARY OF TRIUMPH-ADLER

ROYAL DIVISION
 ARBM, INC.
 1600 Route 22, P.O. Box 1630
 Union, New Jersey 07083

STREET DEDICATION

Vol 008 page 798

STATE OF TEXAS :

COUNTY OF TYLER : KNOW ALL MEN BY THESE PRESENTS:

That I, G. L. LANIER of Tyler County, Texas, am the owner of a 26.95 acre tract as recorded in Vol. 348, page 898, and a 3.50 acre tract recorded in Vol. 369, page 701, of the Deed Records of Tyler County, Texas, and being a Subdivision of Tyler County, Texas situated in the James Perkins Survey A-29, said Subdivision being more fully described by lot numbers and metes and bounds in a survey plat which is attached hereto and marked "EXHIBIT A" and is made a part hereof for all pertinent purposes.

I, G. L. Lanier, hereby dedicate to the Public forever that certain Street known as "WHEELER DRIVE", as shown on the above mentioned Plat, said street being 50 feet in width and extending along and parallel to the South side of Lots Nos. 1, 2, 3, 4 and 5, and intercepting F.M. Highway No. 92.

G. L. Lanier
G. L. Lanier

STATE OF TEXAS :

COUNTY OF TYLER :

BEFORE ME, the undersigned authority, on this day personally appeared G. L. Lanier, 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.

Given under my hand and seal of office, this the 30th day of NOVEMBER - 1983.

My commission expires:
6-30-84.

Rois L. Brockman
Rois L. Brockman, Notary Public,
State of Texas.

ACCEPTED and APPROVED by the Commissioners Court of Tyler County, Texas, this 16 day of December, 1983.

[Signature]
County Judge

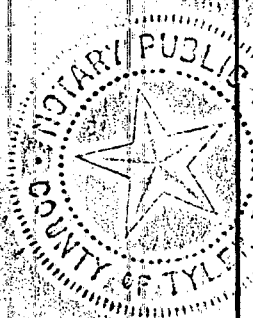
[Signature]
Commissioner Precinct No. 1

[Signature]
Commissioner Precinct No. 2

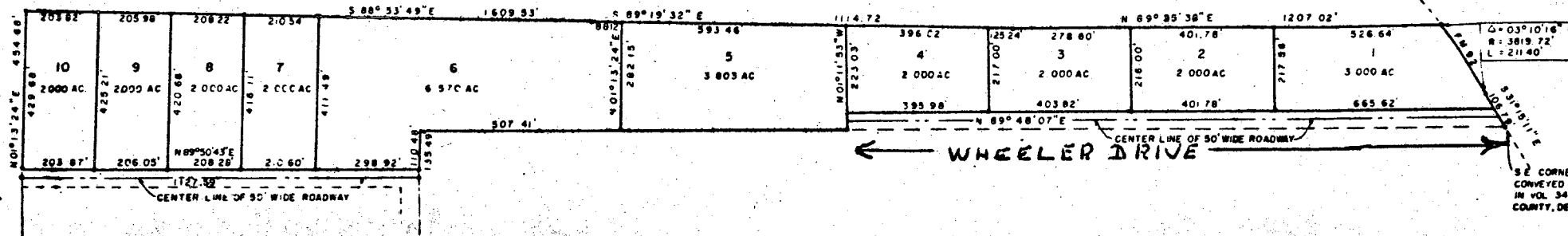
[Signature]
Commissioner Precinct No. 3

[Signature]
Commissioner Precinct No. 4

ATTEST: [Signature]
County Clerk



ROIS L. BROCKMAN
LAWYER
Bar No. 03049000



VOL 008 PAGE 799

"EXHIBIT A"

SURVEY PLAT SHOWING

A SUBDIVISION OF THE G.L. LANIER 26.95 ACRE TRACT AS RECORDED IN VOLUME 348, PAGE 898 & A 3.50 ACRE TRACT RECORDED IN VOLUME 369, PAGE 701 OF THE TYLER COUNTY DEED RECORDS AND BEING SITUATED IN THE JAMES PERKINS SURVEY, A-29 TYLER COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE
 TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT. (NOVEMBER, 1977)

FOX SURVEYING & MAPPING CORP.

BY DALE FOX R.P.S. No 1459, TEXAS