

**COMMISSIONERS' COURT
SPECIAL MEETING
APRIL 21, 1994**

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT
met in *SPECIAL SESSION* on April 21, 1994 at 10:00 A.M. in the Titus County
Courtroom with the following members present:

ALFORD L. FLANAGAN.....COUNTY JUDGE
MIKE PRICE.....COMMISSIONER PRECINCT 1
MIKE FIELDS.....COMMISSIONER PRECINCT 2
J. W. TERRELL, JR.....COMMISSIONER PRECINCT 3
THOMAS E. HOCKADAY.....COMMISSIONER PRECINCT 4
SHELIA D. PRICE.....COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CARL JOHNSON, JR.....COUNTY AUDITOR
KENT HARRIS.....SCOTT JOHNSON
BOB JONES

**IN THE MATTER OF
CONSIDERING BIDS FOR GENERAL CONTRACTOR
FOR TITUS COUNTY MEAL CENTER**

Bids were opened and presented to the Court for consideration.

Commissioner Mike Fields commented that the bids were "Way Over Budget" and the
County needed a cheaper plan or alternative.

Judge Alford L. Flanagan stated that the discrepancy between bids and budget was too
large to try to negotiate with the bidders and recommended that modifications to the plans
be considered.

The Court requested that Kent Harris to have modifications to the Judge within 2 weeks.
Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner
Thomas E. Hockaday to reject all bids.

**IN THE MATTER OF
ADJOURNMENT**

Motion was made by Commissioner and seconded by Commissioner
to adjourn. Motion carried unanimously.

INTERNATIONAL NEW TRUCK PROPOSAL

PRICE INTERNATIONAL, INC.
P.O. BOX 210
TYLER, TX 75710

TITUS COUNTY
TITUS CO. COURTHOUSE #202
MT. PLEASANT, TX 75455

Diesel
Automatic / Single Speed

We are pleased to quote the following prices on 1 International Truck and equipment described below to CARL JOHNSON JR. of TITUS COUNTY.

Standard equipment on the 4700 4X2 with a selected 152 inch wheelbase, 75 inch afterframe, and 84 inch cab to axle length. The rear axle will be a single speed with a gear ratio of 4.78. The color of the truck will be BLUE.

SA47540 4700 4X2	35,501.00
FRAMES	
001AAR FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.13 x 3.06 x 0.31 ; 128 , 140 & 152 WB	STD
001LLD BUMPER, FRONT Steel, Full Width, Aerodynamic (0.142) Material Thickness	STD
FRONT AXLES	
002ADB AXLE, FRONT, I-BEAM TYPE 8,000-lb Capacity (International I-80S)	124.00
INCLS: Shock Absorbers 8,000 Lb. Parabolic Spring for 4600 LP & 4700 LP Models Code 04144, 15"x1.435" Hydraulic Disc Brakes 8,000 Lb. Leaf Springs for 4600, 4700 and 4900 Model Code 05PRG (Ross TAS-40) Power Steering	
SPRINGS	
003020 SPRINGS, FRONT Heavy-Duty,	28.00
003103 SPRINGS, REAR AUXILIARY Multileaf, 4,500-lb Capacity,	124.00
003643 SPRINGS, REAR Heavy Duty Vari-Rate, 23,500-lb Capacity, In Lieu Of 20,000-lb Capacity Vari-Rate;	38.00
BRAKES	
004040 BRAKE SYSTEM, HYDRAULIC Split System, with Automatic Adjustment (Bendix Hydro-Max II)	STD
004519 BRAKE, PARKING DDM Type, 9 x 3 (Bendix)	STD

EXHAUST SYSTEMS

007AAY EXHAUST SYSTEM Single, Horizontal Muffler and Short
Tail Pipe, Aluminized Steel; Frame Mounted Right
Side STD

ELECTRICAL SYSTEMS

008000 ELECTRICAL SYSTEM 12-Volt, Standard Equipment STD

008GBN ALTERNATOR 12-Volt 90 Amp. Capacity (Delco CS-130) STD

008MED BATTERY SYSTEM Maintenance-Free (2) 12-Volt 1100CCA
Total (Fleetrite) STD

FRONT END

009107 FRONT END Tilting, Fiberglass STD

SPEEDOMETER, TOOLS, MISC

010761 PAINT TYPE Base Coat/Clear Coat, 1-2 Tone STD

CLUTCH

011266 CLUTCH Single Plate, Angle Ring; Ceramic, 14
(350mm) Diameter, Push-Type Control (Spicer
AR-350MM) STD

ENGINES

012NAX ENGINE, DIESEL 50 State 175 HP @ 2600 RPM, 430
lb-ft Torque @ 1500 RPM, 2600 RPM Governed Speed
(International Electronic T 444E) STD

INCLS:

Code 12TSG (Schwitzer DD-26) Fan Drive
Remote Mounted Air Cleaner with Restriction Gauge
Water Filter/Corrosion Resistor
Starting Motor (Delco MT-37); See Option Code 08WSE for Ther
mal Over-Crank Protection.

012TSG FAN DRIVE Viscous (Schwitzer DD-26) STD

TRANSMISSION

013325 TRANSMISSION, AUTOMATIC 4-Speed; With PTO Gear and
Transmission Oil Filter (Allison AT-545) 2,696.00

INCLS:

TC-275 Torque Converter with 7.3 Engine

REAR AXLE, SUSPENSIONS

014ADB AXLE, REAR, SINGLE Single Reduction, 17,500-lb
Capacity With 180 Wheel End (International N-175) 367.00

INCLS:

18,500 Lb. Vari-Rate Springs
Code 04238, 15x1.435 Hydraulic Disc Brakes

FUEL TANKS

015SAC FUEL TANK Rectangular, Steel, 50 U.S. Gal., 189 L
Capacity With Center Step. Mounted Right Side,
Under Cab STD

CABS, COWLS, BODIES

016030 CAB Conventional, Steel, 80 wide

STD

016GAH MIRRORS (2) Rectangular, West-Coast Type, 16 x 7
Size with 102 Wide Spacing, Painted Head and
Painted Steel Brackets.

STD

016HAB GAUGE CLUSTER English, with English Electronic
Speedometer and Tachometer with Hydraulic Brake
Chassis.

STD

016JAN SEAT, FRONT BENCH Full Width; Beige Sewn Vinyl,
(International)

STD

016WTR CAB INTERIOR TRIM Fleet

STD

PAINT CHART ENTRY

010060 PAINT SCHEMATIC Single Color, Design 100

N/C

010769 PAINT CLASS Premium Color.

59.00

TIRES

7302110179 F 2 10R22.5-F 519 UNISTEEL G159 (GOODYEAR)

N/C

7302110182 R 4 10R22.5-F 513 UNISTEEL G167A (GOODYEAR)

232.00

WHEELS

027517 WHEELS, FRONT DISC; 22.5 Painted Steel, 10-Stud
(11.25 BC) 7.50 DC Rims; With Steel Hubs

90.00

028517 WHEELS, REAR DUAL DISC; 22.5 Painted Steel, 10-Stud
(11.25 BC) 7.50 DC Rims; With Steel Hubs

180.00

FACTORY LIST PRICE (LESS FREIGHT)

39,439.00

FREIGHT AND DESTINATION CHARGE(S)

850.00

TOTAL FACTORY LIST PRICE (INCLUDING FREIGHT)

40,289.00

LESS CUSTOMER DISCOUNT

(15,772.10)

TOTAL PRICE PER VEHICLE (LESS F.E.T.)

\$24,516.90

TOTAL PRICE 1 VEHICLE

\$24,516.90

LESS TRADE-IN ALLOWANCE

(0.00)

TOTAL NET SALES PRICE FOR 1 VEHICLE

\$24,516.90

TOTAL PRICE 1 VEHICLE	\$24,516.90
TOTAL TRADE-IN ALLOWANCE	(0.00)
TOTAL NET SALES PRICE FOR 1 VEHICLE	=====
	\$24,516.90

The vehicle(s) and equipment described herein will be sold subject to the following:

- These prices are guaranteed for 30 days from the date of the proposal.
- Terms:
INTERNATIONAL DOES NOT OFFER A GASOLINE ENGINE ANY LONGER.
WE HAVE EXCEEDED SPECIFICATIONS ON FRONT AXLE AND FRONT SPRINGS. THE DIESEL ENGINE QUOTED IS HIGHER TORQUE THAN THE 366 GASOLINE ENGINE.

We at PRICE INTERNATIONAL, INC. thank you for the opportunity to make this proposal and will appreciate your acceptance.

RANDY MARION
(903) 597-9363

APPROVED BY SELLER:

OFFICIAL TITLE

THIS PROPOSAL IS NOT BINDING
UPON SELLER UNLESS SIGNED BY
ONE OF OUR MANAGERS

ACCEPTED BY PURCHASER

FIRM NAME

BY

OFFICIAL TITLE

DATE



DONNIE KECK FORD, INC.
203 Ferguson Road 572-3486
MT. PLEASANT, TEXAS 75455

FOR OFFICE USE ONLY

INVOICE _____
DATE _____Purchaser Titus Co.Salesman Fleet

Date _____

Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Business Phone _____

I hereby offer to purchase from you under the terms and conditions specified, the following:

Delivery is to be made _____, 19____, or as soon thereafter as possible. It is agreed however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

DESCRIPTION OF SALE UNIT						PRICE OF UNIT	\$																																			
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	STOCK #	YEAR <u>95</u>	MAKE <u>Ford</u>	SERIES <u>F-700</u>	BODY STYLE <u>CAB+CHAS.</u>	ADDITIONS <u>GAS ENGINE</u> <u>W Speed Trm</u>																																				
SERIAL #		KEY #		LICENSE # TX	EXP DATE																																					
COLOR	CYL	IGNITION	TRUNK	MILEAGE																																						
TRADE-IN INFORMATION																																										
YEAR	MAKE	SERIES	BODY STYLE	CYL																																						
SERIAL #		LICENSE # TX		EXP DATE	MILEAGE																																					
NAME ON TRANSFEREE TITLE:						TOTAL SALE PRICE	<u>\$20,650 -</u>																																			
WHERE IS TITLE?:						INVENTORY TAX	\$																																			
PAYOFF \$						LESS TRADE	\$																																			
GOOD TILL						BALANCE DUE	\$																																			
PHONE #						STATE TAX	\$																																			
PERSON CONTACTED						LICENSE TITLE	\$																																			
ACCT. #						STATE INSPECTION	<u>\$ 19 75</u>																																			
ADDRESS						DOCUMENTARY FEE	\$ -																																			
DISCLAIMER OF WARRANTIES Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.						PAY-OFF	\$ -																																			
						SUB-TOTAL	<u>\$20,669 75</u>																																			
						DOWN PAYMENT	\$																																			
						ENHANCED WARRANTY	\$																																			
						AMOUNT DUE	\$																																			
RECORD LIEN TO:						CONTRACT	COD																																			
ADDRESS						DRAFT																																				
CITY						ATTN:																																				
STATE						ZIP CODE																																				
<p>In the event a credit transaction is proposed, no contractual relationship is created hereby and the following is an offer by the purchaser to the seller to purchase the above described vehicle on credit, on terms described below, and an authorization for the seller to secure any and all information from any source to determine the credit worthiness of the purchaser. Full disclosure required by the Federal Consumer protection act will be made prior to consumation of a credit transaction by purchaser's signature to an Installment Sale Contract.</p> <table><tr><td>UNPAID BALANCE</td><td>\$</td><td rowspan="5">A Documentary Fee is not an official fee. A Documentary Fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of the sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A Documentary Fee may not exceed \$50.00. This notice is required by law.</td></tr><tr><td>OTHER CHARGES:</td><td></td></tr><tr><td>OPTIONAL LIABILITY AND/OR PHYSICAL DAMAGE</td><td></td></tr><tr><td>CREDIT LIFE AND/OR HEALTH INSURANCE IF DESIRED</td><td></td></tr><tr><td>TOTAL OTHER CHARGES</td><td>\$</td></tr><tr><td>UNPAID BALANCE - AMOUNT FINANCED</td><td>\$</td><td></td></tr><tr><td>FINANCE CHARGE</td><td>\$</td><td></td></tr><tr><td>TOTAL PAYMENTS</td><td>\$</td><td></td></tr><tr><td>PAYABLE IN</td><td>INSTALLMENTS OF \$</td><td>EACH AND ONE FINAL</td></tr><tr><td>INSTALLMENT OF \$</td><td>BEGINNING ON</td><td>AND EACH</td></tr><tr><td colspan="3">MONTH THEREAFTER UNTIL FULLY PAID.</td></tr><tr><td colspan="2">Seller's Signature <u>[Signature]</u></td><td>Purchaser's Signature _____</td></tr><tr><td colspan="2"></td><td>Date _____</td></tr></table>								UNPAID BALANCE	\$	A Documentary Fee is not an official fee. A Documentary Fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of the sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A Documentary Fee may not exceed \$50.00. This notice is required by law.	OTHER CHARGES:		OPTIONAL LIABILITY AND/OR PHYSICAL DAMAGE		CREDIT LIFE AND/OR HEALTH INSURANCE IF DESIRED		TOTAL OTHER CHARGES	\$	UNPAID BALANCE - AMOUNT FINANCED	\$		FINANCE CHARGE	\$		TOTAL PAYMENTS	\$		PAYABLE IN	INSTALLMENTS OF \$	EACH AND ONE FINAL	INSTALLMENT OF \$	BEGINNING ON	AND EACH	MONTH THEREAFTER UNTIL FULLY PAID.			Seller's Signature <u>[Signature]</u>		Purchaser's Signature _____			Date _____
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		Date _____																																								

FORD TRUCKS

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Time: 1:55 PM

Page 1 of 1
04/07/1994PEGUES HURST FORD
200 SPUR 43
PO BOX 3686
LONGVIEW TX 75606
1-903-758-6211

TITUS COUNTY

MT PLESENT TX 75445
903/572/8101

PREPARED BY: LELAN WILLIAMS

QUOTE ID: 0408948
NO. OF UNITS: 5

EQUIPMENT SUMMARY

(Price Level = 501 Model Year = 1995 Version = v1.60U.1.0)
(Weight in Pounds)
MAJOR COMPONENTS

Model	F700 Conventional - Gas		
Wheelbase	WB=153	CA=94	AF=39 DAL=229
Engine	Ford Gas 7.0L Econ. 216 HP 3200 RPM		
Transmission	Eaton	F6-4205A	5-Speed Direct
Front Axle	7000 lb Front Axle		
Rear Axle	17500 lb Rockwell RS-17-220 Steel 28		
	Axle Ratio 6.14/B.57		
Paint	Bahama Blue		
Front GAWR:	Axle: 7000	Suspension: 9000	Tires/Wheels: 10000
Rear GAWR:	Axle: 17500	Suspension: 23000	Tires/Wheels: 18080
GAWR: Front:	7000	Rear: 17500	GVWR: Frame: 30000 Total: 24500
Total Weight:	Front: 4255	Rear: 3045	Total: 7300

This excludes spare tire and wheel with weight 0

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PEGUES HURST FORD
200 SPUR & 3
PO BOX 3686
LONGVIEW TX 75606
1-903-758-4211

TITUS COUNTY

MT PLESENT TX 75445
903/572/8101

PREPARED BY: LELAN WILLIAMS

QUOTE ID: 040894B
NO. OF UNITS: 5

EQUIPMENT DETAIL

(Price Level = 501 Model Year = 1995 Version = v1.60U.1.0)

DESCRIPTION	CLASS
F700 Conventional - Gas	Opt
WB=153 CA=84 AF=39 OAL=228	Std
Ford Gas 7.0L Econ 216 HP 3200 RPM	Opt
Eaton FR-4205A 5-Speed Direct	Opt
17500 lb Rockwell RS-17-220 Steel 28	Opt
Axle Ratio 6.14/8.57	Opt
7000 lb Front Axle	Opt
18.0 SM 50,000 PSI Sgl Chan "L" Reinfor	Opt
9000 lb Capacity	Opt
23000 lb Capacity w/4500 lb Sgl Leaf Aux	Std
Hydraulic Brakes Front Disc	Inc
Hydraulic Brakes Rear 15" x 6" x 3/4"	Std
King Pin Bushings - Bronze	Std
Differential(s), Main, Non-Locking	Std
Drag Link & Tie Rods, Greasable	Opt
U-Joints Spicer 1550	Std
Magnetic Traps - Drain & Fill Plugs	Std
Power Steering	Std
Shock Absorbers, Front Dbl Act Telescopic	Std
Wheel Seals Front, Grease Type	Std
Wheel Seals Rear, C.R. Scotseal	Std
Hydraulic Booster	Std
Parking Brake, Spring-Set Rear Axle	Std
Standard Interior Trim Med. Opal/Ebony	Std
Grille-Medium Titanium	Std
Hood Forward Tilting Front End	Std
Horn, Single Electric	Std
Mirrors Dual Western Delbar Painted	Opt
Mirrors Delete Dual Aux Convex	Std
Running Board, Medium Titanium	Std
Tinted Glass - Side & Back Windows	Std
Windshield Clear Laminated Glass	Std
Windshield Wipers Two-Speed Electric	Std
Cowl Vent Left Hand, Ventilation	Std
Heater Fresh Air w/All Weather Ventilatr	Std

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PREPARED BY: LELAN WILLIAMS

QUOTE ID: 040894B
NO. OF UNITS: 5

(Price Level = 501 Model Year = 1995 Version = v1.60U.1.0)

DESCRIPTION	CLASS
Steering Wheel 18" Diameter	Std
Sun Vizers LH & RH	Std
Seat Belts Lap & Shoulder	Inc
Bench Seat Full Width Trimmed In Vinyl	Std
Gauge Electric: Coolant Temp	Std
Gauge Electric: Fuel	Std
Parking Brake Control Dash Mounted	Std
Speedometer, Electric - MPH/kmH	Std
Turn Signal Switch, Steering Column Mtd	Std
Warning Lights, Amp and Low Oil Pressure	Std
Circuit Protectors, Fuses	Std
Flasher Emergency	Std
Head Lights, Two Rectangular Halogen	Std
Lights Cab Marker, (5 Lights)	Std
Tail Lights, Two	Std
Turn Signal & Side Marker Combo Lamps	Std
Alt 95 Amp Motorcraft Internally Reg.	Std
Batt 1, 45 Amp 380 CCA Motorcraft Grp 62	Std
Single Horiz Muffler and Pipe LH Side	Std
Spicer 13" 1-Plate Ceramic 1.38" Spline	Std
Air Cleaner, Donaldson Single-Stage	Std
Fan Clutch	Std
Oil Filter, One 1-Q4 Full Flow	Std
Fuel Pump, Electric	Std
Governor, Electromechanical	Std
Starter, Ford 12 Volt	Std
Steel, 50 Gal RH Step Tank	Opt
Bahama Blue	Opt
Tubeless Radial 10R22.5-12 10,300	Opt
Michelin XZA	Opt
Disc 8H Steel 22.5x7.50 1 pc	Opt
Tubeless Radial 10R22.5-12 18,080	Opt
Michelin XM+84	Opt
Disc 8H Steel 22.5x7.50 1 pc	Opt
Bumper Front Full Width	Std

Dealer Installed
STATE INSPECTION

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FORD TRUCKS

Page 3 of 3
04/07/1994

Time: 1:56 PM

PREPARED BY: LELAN WILLIAMS

QUOTE ID: 040874B
NO. OF UNITS: 5

(Price Level = 501 Model Year = 1993 Version = v1.60U.1.0)

DESCRIPTION	CLASS
FREIGHT CHARGE	Std
STANDARD WARRANTY COVERAGE	

MAY 31 1994

RUSSELL, RUSSELL & WOOTTEN, P.C.

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ATTORNEYS AT LAW

P.O. BOX 1136

116 EAST THIRD STREET

MT. PLEASANT, TEXAS 75455

TRAYLOR RUSSELL (1908-1963)

SAM W. RUSSELL

KERRY WOOTTEN

TELEPHONE

(800) 572-3863

FAX

(800) 572-7442

March 30, 1994

The Hon. Alford L. Flanagan
County Judge of Titus County
c/o Titus County Courthouse
Mt. Pleasant, Texas 75455

RE: Request by TUMCO to close, abandon and vacate
certain segments of county roads

Dear Judge Flanagan:

On behalf of my client, TUMCO, I am requesting that the attached matter pertaining to the request by TUMCO to close, abandon and vacate certain segments of county roads be placed on the agenda for the meeting of the Commissioners' Court to be held on April 25, 1994. I believe the information contained in the request is self-explanatory, but, in the event you should have any questions, please feel free to contact me.

I appreciate your assistance in this matter.

Very truly yours,



Kerry Wootten

Encs.

cc Bruce Lousberg
TUMCO

KW/jmc

RUSSELL, RUSSELL & WOOTTEN, P.C.

ATTORNEYS AT LAW
P.O. BOX 1136
116 EAST THIRD STREET
MT. PLEASANT, TEXAS 78456

TRAYLOR RUSSELL (1908-1963)
SAM W. RUSSELL
KERRY WOOTTEN

March 31, 1994

TELEPHONE
(803) 672-3663
FAX
(803) 672-7442

TO: County Judge and Commissioners' Court of Titus County, Texas
RE: Request to close, abandon and vacate certain segments of county roads in Titus County, Texas

Gentlemen:

Texas Utilities Mining Company (TUMCO) would show that it has coal and lignite leases on several thousand acres of land lying in the southwestern and northern parts of Titus County, Texas. In order to effectively carry out its mining program, it will be necessary that certain segments of county roads located within TUMCO's proposed mining area be closed, abandoned and vacated. Pursuant to authority vested in the Commissioners' Court under Articles 2351(2) and 6702-1, Sec. 2.002, V.A.T.S., TUMCO respectfully requests the Commissioners' Court of Titus County, Texas, to close, abandon and vacate the following described segments of county roads located in Titus County, Texas, identified in items (1) through (7) below:

- (1) TUMCO requests the closure, abandonment and vacation of a segment of a county road, identified as County Road SW-22, beginning at the northwest corner of a tract of land conveyed to TUMCO by Barbara Beth Joyner, as recorded in Vol. 718, Page 161, of the Deed Records of Titus County, Texas, extending south approximately 0.2 miles to its end, said segment being marked as Road #1 on the map attached hereto as Attachment 1;
- (2) TUMCO requests the closure, abandonment and vacation of a segment of a county road, identified as County Road NW-12, beginning at the southwest corner of a tract of land conveyed to TUMCO by W. N. Rieger et ux, as recorded in Vol. 694, Page 189, of the Deed Records of Titus County, Texas, continuing north approximately 0.3 mile, then east approximately 0.6 mile to the intersection of County Roads NW-12 and NW-4, said segment being marked as Road #2 on the map attached hereto as Attachment 2;
- (3) TUMCO requests the closure, abandonment and vacation of a segment of a county road, identified as County Road NW-24, beginning at the southwest corner of a tract of land conveyed to TUMCO by Vennie Rea Penny, as recorded in Vol. 781, Page 141, of the Deed Records of Titus County, Texas, continuing in an easterly direction along NW-24 approximately 1.8 miles to the intersection of County Road NW-24 and Farm-to-Market Highway 2152, said segment being marked as Road #3 on the map attached hereto as Attachment 3;

- (4) TUMCO requests the closure, abandonment and vacation of a segment of a county road, identified as County Road NW-35, beginning at the northwest corner of a tract of land conveyed to TUMCO by Earnest L. McAnally et ux, as recorded in Vol. 540, Page 148, of the Deed Records of Titus County, Texas, continuing in a southerly direction along NW-35 approximately 1.0 mile to the intersection of County Road NW-35 and Loop 419, said segment being marked as Road #4 on the map attached hereto as Attachment 4;
- (5) TUMCO requests the closure, abandonment and vacation of a segment of a county road, identified as County Road NW-35A, beginning at the northeast corner of a tract of land conveyed to TUMCO by Jack Stephens et ux, as recorded in Vol. 651, Page 120, of the Deed Records of Titus County, Texas, extending west approximately 0.3 mile to the intersection of County Road NW-35 and U.S. Highway 271, said segment being marked as Road #5 on the map attached hereto as Attachment 4;
- (6) TUMCO requests the closure, abandonment and vacation of a segment of a county road, identified as County Road NW-35B, beginning at the northwest corner of a tract of land conveyed to TUMCO by James Gerald Chance et ux as recorded in Vol. 586, Page 201, of the Deed Records of Titus County, Texas, extending east approximately 0.7 mile to its end, said segment being marked as Road #6 on the map attached hereto as Attachment 4; and
- (7) TUMCO requests the closure, abandonment and vacation of a segment of a county road, identified as County Road NW-37, beginning at the northwest corner of a tract of land conveyed to TUMCO by Robert K. Moran et ux, as recorded in Vol. 523, Page 387, of the Deed Records of Titus County, Texas, extending south approximately 0.9 mile, then east approximately 0.4 mile to the intersection of NW-37 and Farm-To-Market Highway 2152, said segment being marked as Road #7 on the map attached hereto as Attachment 4.

TUMCO requests that the Commissioners' Court of Titus County, Texas, adopt and enter an order which closes, abandons and vacates the segments of county roads identified in items (1) through (7), above.

In the event that there are individuals living on lands in the vicinity of the roads for which closure, abandonment and vacation is being requested, no such resident or landowner will be denied access to their property. TUMCO would further show that they own the lands located on both sides of the segments of county roads sought to closed, abandoned and vacated.

Contingent upon the approval of the aforementioned road closures, TUMCO proposes that within one year after all mining has been completed in the road closing areas, they will construct two separate new road segments with a typical section as shown on Attachment 5. A general description of the new road segments is as follows:

- (a) The first new road segment is proposed for construction beginning generally at a point along NW-12 and adjacent to Damascus Church, and being the same point as located approximately 0.4 mile northerly along NW-12 as measured from the intersection of NW-12 and Farm-To-Market Highway 1734. The proposed new road segment shall then extend to the north northeast to the intersection of NW-12 and NW-4;
- (b) The second new road segment is proposed for construction beginning at a point along the eastern right-of-way of U.S. Highway 271 or Loop 419, and being a point along said right-of-way between the intersection of Loop 419 and NW-12 to the south, and the intersection of U.S. Highway 271 and NW-24 to the north. The proposed new road segment shall then extend to the north northeast to the western right-of-way of Farm-To-Highway 2152.

All mining should be completed in the vicinity of the first new road segment by the end of 2000 and by the end of 2008 in the vicinity of the second new road segment. These completion dates are approximate and could be changed due to a change in the mining plans, stripping conditions, and lignite demand.

The roads sought to be closed, abandoned and vacated have not been classified by the Commissioners' Court, and TUMCO would represent that the public interest will be better served by closing, abandoning and vacating the segments of the roads in question in order that the area may be mined and that the coal and lignite lying in, on and under such segments of county roads and the surrounding area may be removed.

Respectfully submitted,

TEXAS UTILITIES MINING COMPANY

By Kerry Wootten
Kerry Wootten, Attorney

RUSSELL, RUSSELL & WOOTTEN, P.C.
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