The above and foregoing minutes for the month of November 1994 were read and approve this 12th day of December, 1994.

W. L. Flanagan

ALFORD L. FLANAGAN, COUNTY JUDGE

M. L. Price

MIKE PRICE, COMMISSIONER PRECINCT # 1

Mike Fields

MIKE FIELDS, COMMISSIONER PRECINCT # 2

J. W. Terrell

J. W. TERRELL, JR. , COMMISSIONER PRECINCT # 3

Thomas E. Hockaday

THOMAS E. HOCKADAY, COMMISSIONER PRECINCT #4

Sherry Mars

SHERRY MARS, COUNTY CLERK

COMMISSIONERS' COURT MINUTES FOR NOVEMBER, 1994 A.D.
RECORDED ON THE 13th. DAY OF DECEMBER, 1994 A.D.

SHERRY MARS,COUNTY CLERK,
TITUS COUNTY, TEXAS

By Jean Crowe ***DEPUTY COUNTY CLERK***

****

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COMMISSIONERS' COURT
SPECIAL MEETING
DECEMBER 27, 1994

BE IT REMEMBERED THAT THE TITUS COUNTY COMMISSIONERS' COURT met in *SPECIAL SESSION* on Monday, December 27, 1994, 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
SHERRY MARS.....COUNTY CLERK

ABSENT: NONE

PUBLIC AND COUNTY OFFICIALS ATTENDING MEETING:

CARL JOHNSON, AUDITOR
JOHN MOSS, SHERIFF
TIMOTHY TAYLOR, COUNTY ATTORNEY
EVA R. LAING, JUSTICE OF PEACE PRECINCT #1
CHRIS DURANT, CONSTABLE PRECINCT #1
SHARON REYNOLDS, ASSISTANT AUDITOR
AMBER NEWMAN, ASSISTANT AUDITOR
JEAN TAYLOR, COUNTY JUDGE SECRETARY

DANNY PAT CROOKS
SCOTT WILLEY
DARLENE CROOKS
ROBERT WEBBER

IN THE MATTER OF
CONSIDERING BIDS FOR
SELF PROPELLED SWEEPER,
CHIP SPREADER,
NEW TRACTOR BACK HOE LOADER

A. SELF PROPELLED SWEEPER

One bid was received from Nichols Machinery Company in the amount of $31,618.00 for new sweeper and $24,900.00 for a used sweeper with 300 hours.

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to table bid until next meeting. Motion carried unanimously.

B. CHIP SPREADER

One bid was received from Nichols Machinery Company in the amount of $75,088.00 for a new chip spreader and $52,500.00 for a used chip spreader with 413 hours.

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to table bid until next meeting. Motion carried unanimously.

C. NEW TRACTOR BACK HOE LOADER

Bids were received from Ford New Holland, Inc. & Conroy Tractor, East Texas Machinery, Incorporated, and Case.

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. to approve the bid from Ford New Holland, Inc. and Conroy Tractor for $38,475.00. Motion carried unanimously. *SEE ATTACHMENT "A"*

IN THE MATTER OF
DISCUSSING DENTAL INSURANCE

Judge Flanagan talked to Steve Capps about employees who originally did not sign up for dental insurance. He asked that a clause be added which would allow these employees to purchase dental insurance at anytime. Mr. Capps said, there could be a clause added. However, there would be a waiting period and no increase in the premiums.

Motion was made by Commissioner Mike Price and seconded by Commissioner J. W. Terrell, Jr. approving a clause to employees dental insurance allowing participation at anytime. Motion carried unanimously.

IN THE MATTER OF
DEPUTY SHERIFF DEPUTATION OF
JOHNNY PRATER AND LARRY B. GRAY

Motion was made by Commissioner Mike Price and Commissioner Thomas E. Hockaday to approve deputation of Johnny Prater and Larry B. Gray as deputy sheriffs. Motion carried unanimously.

IN THE MATTER OF
BUDGET AMENDMENTS

None were presented.

IN THE MATTER OF
SIGNING PAY ORDERS AND PAYING BILLS

Motion was made by Commissioner Mike Price and seconded by Commissioner Thomas E. Hockaday to approve signing pay orders and paying bills. Motion carried unanimously.

IN THE MATTER OF
APPROVING COUNTY OFFICIALS REPORTS

Motion was made by Commissioner Mike Price and Commissioner Thomas E. Hockaday to approve the county officials' reports. Motion carried unanimously.

IN THE MATTER OF
RENEW LEASE AGREEMENT BETWEEN
TEXAS UTILITIES AND PRECINCT 1 & 2

Precinct 1 lease agreement will be renewed in March of 1995.

Motion was made by Commissioner Mike Fields and seconded by Commissioner J. W. Terrell, Jr. to approve lease agreement between Texas Utilities and Precinct 2 of Titus County. Motion carried unanimously. *SEE ATTACHMENT "B"*

IN THE MATTER OF
APPROVING PAUPER'S FUNERAL
FOR MICHAEL ALLAN KAY

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday approve pauper's funeral for Michael Allan Kay to Bates, Cooper, Weems, Robison Funeral Home in the sum of Nine Hundred Fifty Dollars ($950.00). Motion carried unanimously. *SEE ATTACHMENT "C"*

Judge Alford L. Flanagan was presented a plaque by the Commissioners' Court for his leadership during the past 8 years.

The Court meet in Executive Session to discuss lawsuits and other legal matters. No action was taken by the Court upon return.

IN THE MATTER OF
ADJOURNMENT

Motion was made by Commissioner J. W. Terrell, Jr. and seconded by Commissioner Thomas E. Hockaday to adjourn. Motion carried unanimously.

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ATTACHMENT "A"

SPECIFICATIONS

FOR ONE NEW RUBBER TIRED LOADER BACKHOE

ENGINE: 65 SAE Net horsepower or greater; 4 cylinder diesel engine with 239 cubic inch displacement.

TRANSMISSION: 4 speed syncromesh with power shuttle and torque converter.

DRIVE AXLE: Inboard planetary drive with self-adjusted, power operated hydraulic wet disc brakes, independent parking/emergency brake, differential lock.

STEERING: Hydrostatic, turning radius of 10'11".

FRONT AXLE: 4 wheel drive with locking differential.

TIRES: 14-17.5, 10 ply front; 21L-24, 10 ply R4 rear or larger.

LOADER: 1.10 cubic yard or greater (heaped) with 5,500 lbs or greater lift capacity and 9,000 lbs or greater breakout force.

BACKHOE: 14'6" digging depth, or greater, 11'4" loading height or greater, dual lever controls, heavy-duty 24" trenching bucket with five pins or teeth and lifting eye, equipped with extendable boom.

STABILIZERS: Reversible dirt and street pads.

OPERATORS STATION: R.O.P.S. with canopy, suspension vinyl seat with arm rests, floor mat, seat belt, two halogen head lights, two halogen rear lights, safety flashers, two tail and two stop lights, back-up alarm, lock-up package, tool box, slow moving vehicle emble, and pre-cleaner.

NO TRADE-IN

DELIVERY: 0-120 DAYS - UNITS AVAILABLE IMMEDIATELY AS of 12-8-94

DELIVERED PURCHASE PRICE: $ 38475.00

DEDUCT FOR TWO WHEEL DRIVE: $ - 4104.00
IN LIEU OF FOUR WHEEL DRIVE

36 MONTHS LEASE PER MONTH: $ 1195.19 INTEREST: $? 7.85%

48 MONTHS LEASE PER MONTH: $ 93479 INTEREST: $? 8.25%

60 MONTHS LEASE PER MONTH: $ 781.16 INTEREST: $? 8.35%

BUY BACK OPTION - (NEGOTIABLE) 1½% PR month

FORD NEW HOLLAND,INC.
AND CONROY FORD TRACTOR

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Ford New Holland

CONROY FORD

12-08-1994

Data/Specifications

FNH
555D TLB

PERFORMANCE
Gross HP.....72.0
Net HP.....65.0
Gross Torque (lb/ft) 193
at Engine RPM..... 1200
Net Torque (lb/ft)... 189
at Engine RPM..... 1200

ENGINE
Make.....FORD
Model.....BSD 442
Block Type.....PRT BORE
Rated Eng Speed (rpm).2200
Number of Cylinders...4
Displacement (cu in)..256
Aspiration.....NATURAL
Compression Ratio.... 16.3:1
Piston Travel (fpm).. 1540
Fuel Tank Cap (gal)...24
Fuel Tank Type.....REMVABLE
Cold Start Aid.....STD
Cool Fan Type.....CAST IRN

ELECTRICAL
System Voltage.....12
Battery CCA.....800
Alternator (amps).....55/72

STD TRANSMISSION
Type.....FRIC
Speeds (F/R).....4/4
Speeds Synchro.....1 4/4-1
Forward Drive Speed... 3.4-17.9
[illegible] NA

Thank you for considering
FORD NEW [illegible]

FORD NEW HOLLAND

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Ford New Holland

Data/Specifications

FNH
3550 TLB

[illegible]
[illegible] NA
[illegible] ELEC/HYD
[illegible] ELECTRNC
[illegible] CAST IRN
[illegible] EXTERNAL
[illegible] NA

[illegible]

[illegible] 3.4
[illegible] 5.8
[illegible] 11.4
[illegible] 19.9

[illegible]

[illegible] 3.4
[illegible] 5.8
[illegible] 11.3
[illegible] 19.8

[illegible]
[illegible] SL ADDT
[illegible] 3550
[illegible] 8
[illegible] PLANETARY
[illegible] STD
[illegible] SS
[illegible] AST [illegible]
[illegible] AST [illegible]
[illegible] SHIELD

Thank you for considering
FORD NEW HOLLAND

Ford New Holland

Data/Specifications

FNH
[illegible] TLB

[illegible]
[illegible].....FFF STUD
[illegible]..... 16.9X24

[illegible]
[illegible].....HYDRSTAT
[illegible].....SEPARATE
[illegible].....5.1
[illegible].....4.1
[illegible].....SEPARATE
[illegible]
[illegible] Brakes (in).115
[illegible] Brakes (in).130
[illegible] Rating
[illegible]..... 12500
[illegible]..... 13860
[illegible]
[illegible]..... [illegible]
[illegible]..... 69.5
[illegible] Clearance
[illegible]..... 11.5
[illegible]..... 11
[illegible]
[illegible]..... 87
[illegible]..... 85
[illegible]..... 11LX16

[illegible] HYDRAULICS
[illegible].....TL ONLY
[illegible].....GEAR(LDR)
[illegible].....31
[illegible].....2450
[illegible].....[illegible]
[illegible].....2630
[illegible]..... MANL HYD
[illegible]..... YES
[illegible]..... NO
[illegible]..... NO

Thank you for considering
FORD NEW HOLLAND

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Ford New Holland

Data/Specifications

FNH
555D TLB

LOADER HYDRAULICS
Type.....OPEN CTR
Pump Type.....GEAR
GPM.....31
System Relief Press
Loader.....2450
Backhoe.....2450
Reservoir Type.....SEPARATE

OPERATOR'S AREA
CAB VERSION
Type of Deck.....FLAT
Rubber Isolation.....YES
Anti-Skid Floor Mat...STD
Entry.....EITHER
Brake Location..... LEFT
Number of Doors..... 2
Opening Windows..... 5
Brake Lights..... STD
Turn Signals..... STD

OPERATOR'S AREA
ROPS VERSION
Type of Deck.....FLAT
Rubber Isolation.....YES
Anti-Skid Floor Mat...STD
Entry.....EITHER
Brake Location..... LEFT

LOADER
Lift Capacity (lbs)...6000
Breakout Force (lbs)..12000
Raise Time (sec).....4.5
Dump Time (sec).....1.7
Lower Time (sec).....2.8
Self Level.....HYD/MECH
Return-to-Dig.....STD
Dmp Clrnc, Full Ht....9'0"
Dmp Reach, Full Ht....22.7"

Thank you for considering
FORD NEW HOLLAND

Ford New Holland

Data/Specifications

[illegible]
[illegible]

LOADER
Dump Angle (deg).......[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]
[illegible] .... [illegible]'11"

BACKHOE
[illegible] Tires........... 11L X16
Rear Tires.............. 16.9X24
Transport Height..... 12'8"
Transport Length......22'11"
Stabilizer Spread
 Transport.............7'5"
 Operating.............10'5"
Ground Clearance..... 11.5"
Overall Width........ 7'5"
Leveling Angle (deg) 14
SAE Max Dig Depth
 2F Bucket........... 14'6"
 4E Bucket............14'9"
SAE Max Dig Depth
 2' Flat Bottom
 2F Bucket........... 14'5"
 4E Bucket............14'8"
SAE Max Dig Depth
 8' Flat Bottom
 2F Bucket........... 13'2"
 4E Bucket............13'5"
Digging Forces
 [illegible] Bucket Cylinder... [illegible]
 [illegible] Cylinder... [illegible]
 [illegible] Bucket Cylinder ...[illegible]
 [illegible] Cylinder ....[illegible]
 [illegible] Height.......[illegible]

Thank you for considering
FORD NEW HOLLAND

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Data/Specifications

FNH
555D TLB

BACKHOE
Loading Height.....11'6"
Loading Reach.....5'6"
Reach/Swing Post 18'5"
GP Rotation..... 155/205
HD Rotation.....155/180
Cycle Times (sec)
Lift Cylinder
Extend..... 4.6
Retract..... 3.2
Dipper Cylinder
Extend..... 4.1
Retract..... 3.2
Bucket Cylinder
Extend..... 2.6
Retract..... 1.7
Swing Cylinder
90 deg to Center... 2.1
Stabilizer Cylders
Max Hght to Ground 2.8
Ground to Max Hght 1.9

XTRAVATOR BACKHOE
Cycle Times (sec)
Xtra-vator Dipperst
Extend..... 2.8
Retract..... 1.4
Transport Height..... 12'8"
Transport Length..... 22'11"
Stabilizer Spread
Transport..... 7'5"
Operating..... 10'5"
Ground Clearance..... 12.1"
Overall Width..... 7'5"
SAE Max Dig Depth
GP Retracted..... 15'1"
GP Extended..... 18'6"
HD Retracted.....15'4"
HD Extended.....18'9"

Thank you for considering
FORD NEW HOLLAND

Data Specifications

Thank you for considering
FORD NEW HOLLAND

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Ford New Holland

Data/Specifications

FNH
555D TLB

WARRANTY
Base (mo/hrs)..... 12/UNLTD
ESP..... OPTIONAL

Thank you for considering
FORD NEW HOLLAND

SPECIFICATIONS

FOR ONE NEW RUBBER TIRED LOADER BACKHOE VOL 18 .287

ENGINE:	65 SAE Net horsepower or greater; 4 cylinder diesel engine with 239 cubic inch displacement.	75 SAE NET H.P.
TRANSMISSION:	4 speed syncromesh with power shuttle and torque converter.	YES
DRIVE AXLE:	Inboard planetary drive with self-adjusted, power operated hydraulic wet disc brakes, independent parking/emergency brake, differential lock.	YES
STEERING:	Hydrostatic, turning radius of 10'11".	YES
FRONT AXLE:	4 wheel drive with locking differential.	YES
TIRES:	14-17.5, 10 ply front; 21L-24, 10 ply R4 rear or larger.	YES
LOADER:	1.10 cubic yard or greater (heaped) with 5,500 lbs or greater lift capacity and 9,000 lbs or greater breakout force.	YES
BACKHOE:	14'6" digging depth, or greater, 11'4" loading height or greater, dual lever controls, heavy-duty 24" trenching bucket with five pins or teeth and lifting eye, equipped with extendable boom.	YES
STABILIZERS:	Reversible dirt and street pads.	YES
OPERATORS STATION:	R.O.P.S. with canopy, suspension vinyl seat with arm rests, floor mat, seat belt, two halogen head lights, two halogen reer lights, safety flashers, two tail and two stop lights, back-up alarm, lock-up package, tool box, slow moving vehicle emble, and pre-cleaner.	YES

NO TRADE-IN

DELIVERY: FROM STOCK - 3 DAYS

DELIVERED PURCHASE PRICE: $ 41,990.00

DEDUCT FOR TWO WHEEL DRIVE: $ -4,520.00
IN LIEU OF FOUR WHEEL DRIVE

	4 WHL	2 WHL		4 WHL	2 WHL
36 MONTHS LEASE PER MONTH: $	1,305.47	1,164.94	INTEREST: $	5,006.92	4,156.31
48 MONTHS LEASE PER MONTH: $	1,106.58	907.15	INTEREST: $	6,805.84	6,073.20
60 MONTHS LEASE PER MONTH: $	844.00	786.87	INTEREST: $	10,917.40	9,742.20

JOHN DEERE GOV'T LEASE W/ FIRST PAYMENT IN ADVANCE, COUNTY TO SUPPLY INSURANCE

BUY BACK OPTION

	4 WHL	2 WHL
w/ 3 year financing:	$24,350.00	$21,730.00
w/ 4 year financing:	20,990.00	18,735.00
w/ 5 year financing:	18,890.00	16,860.00

RETURNED BACKHOE MUST HAVE NEW TEETH, 80% TIRES AND ANY ITEMS BROKEN OR DAMAGED DUE TO ABUSE OR MISUSE.

Don Peterson

Don Peterson, Vice-President

12-9-94

Date

EAST TEXAS MACHINERY, INC.

MAX NATION
Sales Representative
Home (903) 295-1715
Mobile 738-6223

UTILITY - CONSTRUCTION - FORESTRY

1419 Farm Road 1845
P.O. Box 7389
Longview, Texas 75607
(903) 758-3326

1014 N. John Reddit Dr.
P.O. Box 3327
Lufkin, Texas 75903
(409) 634-8801

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SPECIFICATIONS

FOR ONE NEW RUBBER TIRED LOADER BACKHOE

ENGINE: 65 SAE Net horsepower or greater; 4 cylinder diesel engine with 239 cubic inch displacement.

TRANSMISSION: 4 speed syncromesh with power shuttle and torque converter.

DRIVE AXLE: Inboard planetary drive with self-adjusted, power operated hydraulic wet disc brakes, independent parking/emergency brake, differential lock.

STEERING: Hydrostatic, turning radius of 10'11".

FRONT AXLE: 4 wheel drive with locking differential.

TIRES: 14-17.5, 10 ply front; 21L-24, 10 ply R4 rear or larger.

LOADER: 1.10 cubic yard or greater (heaped) with 5,500 lbs or greater lift capacity and 9,000 lbs or greater breakout force.

BACKHOE: 14'6" digging depth, or greater, 11'4" loading height or greater, dual lever controls, heavy-duty 24" trenching bucket with five pins or teeth and lifting eye, equipped with extendable boom.

STABILIZERS: Reversible dirt and street pads.

OPERATORS STATION: R.O.P.S. with canopy, suspension vinyl seat with arm rests, floor mat, seat belt, two halogen head lights, two halogen rear lights, safety flashers, two tail and two stop lights, back-up alarm, lock-up package, tool box, slow moving vehicle emble, and pre-cleaner.

1995 - CASE 78 HP 580 SUPER L

NO TRADE-IN

DELIVERY: February, 1995

DELIVERED PURCHASE PRICE: $ 48,531.00

DEDUCT FOR TWO WHEEL DRIVE: $ - 4,702.00
IN LIEU OF FOUR WHEEL DRIVE

36 MONTHS LEASE PER MONTH: $ 1,500.24 INTEREST: $ 5,477.62

48 MONTHS LEASE PER MONTH: $ 1,166.14 INTEREST: $ 7,443.72

60 MONTHS LEASE PER MONTH: $ 966.42 INTEREST: $ 9,454.20

BUY BACK OPTION
12 Months or 600 Hours----------$42,903.00 - 4WD
12 Months or 600 Hours----------$38,201.00 - 2WD

Case

SPECIFICATIONS

FOR ONE NEW RUBBER TIRED LOADER BACKHOE

ENGINE: 65 SAE Net horsepower or greater; 4 cylinder diesel engine with 239 cubic inch displacement.

TRANSMISSION: 4 speed syncromesh with power shuttle and torque converter.

DRIVE AXLE: Inboard planetary drive with self-adjusted, power operated hydraulic wet disc brakes, independent parking/emergency brake, differential lock.

STEERING: Hydrostatic, turning radius of 10'11".

FRONT AXLE: 4 wheel drive with locking differential.

TIRES: 14-17.5, 10 ply front; 21L-24, 10 ply R4 rear or larger.

LOADER: 1.10 cubic yard or greater (heaped) with 5,500 lbs or greater lift capacity and 9,000 lbs or greater breakout force.

BACKHOE: 14'6" digging depth, or greater, 11'4" loading height or greater, dual lever controls, heavy-duty 24" trenching bucket with five pins or teeth and lifting eye, equipped with extendable boom.

STABILIZERS: Reversible dirt and street pads.

OPERATORS STATION: R.O.P.S. with canopy, suspension vinyl seat with arm rests, floor mat, seat belt, two halogen head lights, two halogen rear lights, safety flashers, two tail and two stop lights, back-up alarm, lock-up package, tool box, slow moving vehicle emble, and pre-cleaner.

1995 CASE 70HP 580L

NO TRADE-IN

DELIVERY: May, 1995

DELIVERED PURCHASE PRICE: $ 45,629.00

DEDUCT FOR TWO WHEEL DRIVE: $ -5,633.00
IN LIEU OF FOUR WHEEL DRIVE

36 MONTHS LEASE PER MONTH: $ 1,410.53 INTEREST: $ 5,150.08

48 MONTHS LEASE PER MONTH: $ 1,096.41 INTEREST: $ 6,998.68

60 MONTHS LEASE PER MONTH: $ 908.63 INTEREST: $ 8,88.80

BUY BACK OPTION
12 Months or 600 Hours----------$40,001.00 - 4WD
12 Months or 600 Hours----------$34,368.00 - 2WD

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Case

PRELIMINARY

580L Loader/Backhoe

ENGINE

Model ..... Case 4-390
Cylinders 4
Bore/Stroke... 4.02" x 4.72" (102 mm x 120 mm)
Displacement ..... 239 in³ (3.92 L)
Horsepower (naturally aspirated)
Gross ..... 73 (54 kW) @ 2200 rpm
SAE Net ..... 70 (52 kW) @ 2200 rpm
Maximum torque
Gross .... 192 lb-ft (260 N-m) @ 1400 rpm
Net ..... 187 lb-ft (252 N-m) @ 1400 rpm

DRIVELINE

Fully synchronized 4-speed forward/reverse shuttle transmission with hydraulically actuated clutches and clutch disconnect buttons on the transmission shifter and loader control lever. Electronically activated forward/reverse shuttle shift and 4WD engagement with optional mechanical front wheel drive. 4WD can be activated on-the-go.

Maintenance-free, self-adjusting, inboard mounted, wet disc brakes are hydraulically actuated.

TRAVEL SPEEDS MPH (KM/H)

	1st	2nd	3rd	4th
Forward	3.7 (5.9)	6.6 (10.7)	12.8 (20.5)	25.5 (41.0)
Reverse	4.4 (7.2)	8.0 (12.9)	15.4 (24.8)	30.8 (49.5)

NOTE: Engine at 2331 rpm and 19.5L x 24 rear tires. Travel speeds will decrease with 17.5L x 24 rear tires.

OPERATOR ENVIRONMENT

Optional ROPS canopy or 2-door pressurized cab with heater and defroster — A/C optional. Optional deluxe cab interior. Optional non-suspension or deluxe suspension seats. Anti-vandalism cover for dash. Hand and foot throttles. Key start. Thermos and beverage holders. Storage box.

GAUGES AND WARNING LIGHTS

Converter oil temperature - Engine coolant temperature - Fuel -Tachometer/hourmeter Voltmeter - Alternator - Engine oil pressure - Hydraulic system filter -Air cleaner - Parking brake

HYDRAULICS

Front mounted, positive displacement, gear-type. Heavy-duty oil cooler.

LOADER HYDRAULIC PUMP CAPACITY

28.5 gpm @ 2200 rpm @ 3000 psi
(108 L/min @ 2200 r/min @ 20 684 kPa)

32 gpm @ 2350 rpm @ 100 psi
(121 L/min @ 2350 r/min @ 690 kPa)

LOADER CONTROL VALVE

2 or 3-spool sectional valve with single lever control for lift, tilt and auxiliary hydraulics. Positive hold "float" and "return-to-dig".

BACKHOE HYDRAULIC PUMP CAPACITY

28.5 gpm @ 2200 rpm @ 3000 psi
(108 L/min @ 2200 r/min @ 20 684 kPa)

32 gpm @ 2350 rpm @ 100 psi
(121 L/min @ 2350 r/min @ 690 kPa)

BACKHOE CONTROL VALVE

6 or 7-spool, sectional, open-center, parallel circuits with regeneration for boom, dipperstick, bucket, swing, two stabilizers and Extendahoe dipperstick.

CONTROL VALVE MAIN RELIEF PRESSURE

3000 + 100 - 0 psi (20 684 + 690 - 0 kPa)

FILTRATION

7-micron, full flow replaceable cartridge on return line. Condition indicator light for filter.

SERVICE CAPACITIES

	U.S. (Liters)
Fuel Tank	31.4 gal (123.0)
Hydraulic Reservoir	13.9 gal (52.6)
Total hydraulic system	33.0 gal (125.0)
Transmission	
2WD Total system	19.5 qt (18.5)
4WD Total system	22.0 qt (21.0)
4WD Front axle	
Differential	5.8 qt (5.5)
Planetaries (each)	0.74 qt (0.7)
Rear Axle	
Differential	11.6 qt (11.0)
Planetaries (each)	1.6 qt (1.5)
Engine oil w/filter	11.6 qt (11.0)
Cooling System	
w/heater	17.4 qt (16.5)
w/o heater	16.7 qt (15.8)

STEERING

Hydrostatic power steering utilizes on-demand priority flow from the main hydraulic 28.5 gpm (108 L/min) pump. 2200 psi (15 169 kPa) operating pressure. One, double-acting steering cylinder with a stop-to-stop turning ratio of 2.75 turns.

TIRE SIZE

Front
2WD ..... 11L x 16, 10PR
4WD ..... 12 x 16.5, 8PR
Rear ..... 17.5L x 24, 10PR
19.5L x 24, 10PR

CURB CLEARANCE CIRCLE

2 WD w/17.5L rear tires
w/o brakes ..... 24'6" (7.50 m)
w/brakes ..... 21'3" (6.48 m)
4 WD w/17.5L rear tires, w/axle disengaged
w/o brakes ..... 24'4" (7.44 m)
w/brakes ..... 22'0" (6.72 m)
2 WD w/19.5L rear tires
w/o brakes ..... 24'8" (7.52 m)
w/brakes ..... 21'2" (6.45 m)
4 WD w/19.5L rear tires, w/axle engaged
w/o brakes ..... 25'2" (7.70 m)
w/brakes ..... 21'10" (6.70 m)

FRONT AXLE OSCILLATION

2 WD and 4 WD .... 22° total (11° each side)

ELECTRICAL

Voltage ..... 12 Volts, negative ground
Alternator ..... 65 amp
Battery ..... Maintenance-free
685 cold-cranking amps
@ 0° F (-18° C)

OPERATING WEIGHT

Base Unit: 2WD, loader, 82" (2.08 m) standard loader bucket, backhoe, standard dipperstick, 24" (610 mm) general purpose trenching bucket, ROPS canopy, 11L x 16 front tires, 17.5L x 24 rear tires, full fuel tank and 175 lb (79 kg) operator ..... 12,817 lb (5814 kg)

Add:
Cab ..... 477 lb (216 kg)
4WD ..... 486 lb (220 kg)
4-in-1 Bucket ..... 709 lb (321 kg)
Extendahoe ..... 366 lb (166 kg)
Extendahoe counterweight .. 500 lb (227 kg)

LOADER

Single-lever control for lift and tilt with positive hold float and return-to-dig. Automatic self-leveling throughout the lift cycle. In-line, reverse linkage with dual parallel dump cylinders. Optional front-end auxiliary hydraulics with combined single-lever control for lift, tilt and auxiliary. Clutch disconnect button on the loader control disengages the transmission for fast loading cycles. Optional General Purpose or 4-in-1 buckets available. Both 82" (2.08 m) wide with 1 yd³ (0.76 m³) capacity and feature bolt-on cutting edge.

LOADER BUCKET SIZES AND WEIGHTS

General Purpose Bucket

Width	Weight	Struck	Heaped
82" (2.08 m)	753 lb (342 kg)	0.87 yd³ (0.67 m³)	1.03 yd³ (0.79 m³)

4-in-1 Bucket

Width	Weight	Struck	Heaped
82" (2.08 m)	1,462 lb (663 kg)	0.85 yd³ (0.65 m³)	1.04 yd³ (0.79 m³)

BACKHOE

Over-center backhoe reduces transport length and increases bucket clearance with a higher angle of departure. 9" (229 mm) maximum width for excellent visibility. Two or three lever control pattern. Foot swing with three lever pattern. Optional Extendahoe® and variable-flow auxiliary hydraulics. 5 year limited warranty on the boom and dipperstick.

BACKHOE BUCKET SIZES AND WEIGHTS

General Purpose Trenching Bucket

Width	Weight	Heaped
18" (457 mm)	255 lb (115 kg)	4.7 ft³ (0.13 m³)
24" (610 mm)	300 lb (136 kg)	6.2 ft³ (0.18 m³)
30" (762 mm)	380 lb (172 kg)	7.8 ft³ (0.22 m³)

Heavy-Duty Universal Trenching Bucket

Width	Weight	Heaped
12" (305 mm)	311 lb (141 kg)	2.9 ft³ (0.08 m³)
16" (406 mm)	346 lb (157 kg)	3.6 ft³ (0.10 m³)
18" (457 mm)	359 lb (163 kg)	4.3 ft³ (0.12 m³)
24" (610 mm)	429 lb (195 kg)	6.4 ft³ (0.18 m³)
30" (762 mm)	496 lb (225 kg)	8.6 ft³ (0.24 m³)
36" (914 mm)	571 lb (259 kg)	10.8 ft³ (0.31 m³)

Heavy-Duty High-Capacity Trenching Bucket

Width	Weight	Heaped
24" (610 mm)	450 lb (204 kg)	8.5 ft³ (0.24 m³)

LOADER DIMENSIONS

	General Purpose 82" (2.08 m)	4-in-1 82" (2.08 m)
Overall operating height	13'8" (4.17 m)	14'3" (4.35 m)
Bucket rollback @ groundline	40°	
Dump angle @ full height	46°	
Digging depth below grade –		
Bucket flat	7.8" (199 mm)	7.1" (180 mm)
Clam open (dozing)	NA	4.4" (111 mm)
Dump clearance @ full height, 45° dump –		
Bucket	8'8" (2.63 m)	8'11" (2.71 m)
Clam open	NA	9'8" (2.93 m)
Dump reach @ full height, 45° dump –		
Bucket	25.9" (657 mm)	25.3" (644 mm)
Clam open	NA	11.8" (299 mm)
Reach from front axle centerline, bucket on ground	75.3" (1.91 m)	72.7" (1.85 m)
Lift capacity to full height	5,200 lb (2359 kg)	
Height to bucket hinge pin raised	11'2" (3.41 m)	11'2" (3.41 m)
Breakout force (dump cylinders)	7,760 lbf (34 520 N)	7,510 lbf (33 410 N)
Bucket cutting edge width	82" (2.08 m)	82" (2.08 m)
Maximum grading angle	116°	1
Maximum clam opening	NA	38.3" (972 mm)
Moldboard height	NA	36.8" (934 mm)
Raising time to full height	4.6 sec.	4.6
Bucket dumping time	0.6 sec.	0.6
Lowering time, power down	2.1 sec.	2.1

Note: Specifications taken with 4WD and 19.5L x 24 rear tires.

BACKHOE LIFT CAPACITIES

HEIGHT ABOVE & BELOW GROUND LEVEL	Standard Backhoe	Extendahoe® Retracted	Extendahoe® Extended
BOOM LIFT			
+14' (+4.27 m)	1,951 lb (885 kg)	1,282 lb (581 kg)	1,401 lb (635 kg)
+12' (+3.66 m)	2,701 lb (1225 kg)	1,940 lb (880 kg)	1,425 lb (646 kg)
+10' (+3.05 m)	2,697 lb (1223 kg)	2,201 lb (998 kg)	1,544 lb (700 kg)
+ 8' (+2.44 m)	2,754 lb (1249 kg)	2,217 lb (1005 kg)	1,610 lb (730 kg)
+ 6' (+1.83 m)	2,727 lb (1237 kg)	2,262 lb (1026 kg)	1,616 lb (733 kg)
Ground Level	2,486 lb (1127 kg)	2,272 lb (1030 kg)	1,725 lb (782 kg)
- 6' (-1.83 m)	2,439 lb (1106 kg)	2,270 lb (1029 kg)	1,741 lb (789 kg)
- 8' (-2.44 m)	2,504 lb (1135 kg)	2,352 lb (1067 kg)	1,778 lb (806 kg)
-10' (-3.05 m)	2,778 lb (1260 kg)	2,598 lb (1178 kg)	1,874 lb (850 kg)
-12' (-3.66 m)			2,039 lb (925 kg)
DIPPER LIFT			
+12' (+3.66 m)	3,950 lb (1791 kg)	3,430 lb (1555 kg)	2,208 lb (1001 kg)
+10' (+3.05 m)	3,689 lb (1673 kg)	3,171 lb (1438 kg)	2,203 lb (999 kg)
+ 8' (+2.44 m)	3,745 lb (1698 kg)	3,238 lb (1468 kg)	2,160 lb (980 kg)
+ 6' (+1.83 m)	4,100 lb (1859 kg)	3,608 lb (1636 kg)	2,234 lb (1013 kg)

Note: Lift capacity figures per SAE Definition J31 and J49. Stated figures apply straight to the rear of prime mover. Equipped with 24" (610 mm) general purpose trenching bucket and links.

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BACKHOE OPERATIONAL DATA

	Standard Backhoe	Extendahoe® Retracted	Extendahoe® Extended
Digging depth			
24" (610 mm) flat bottom	14'2" (4.31 m)	14'8" (4.47 m)	18'2" (5.54 m)
Maximum	14'3" (4.35 m)	14'10" (4.51 m)	18'3" (5.57 m)
Overall reach from			
Rear axle centerline	21'5" (6.53 m)	22'0" (6.70 m)	25'5" (7.76 m)
Swing pivot	17'10" (5.43 m)	18'5" (5.60 m)	21'10" (6.65 m)
Loading height	11'2" (3.40 m)	11'5" (3.47 m)	13'3" (4.04 m)
Loading reach	8'9" (2.66 m)	8'8" (2.63 m)	11'5" (3.50 m)
Swing arc	180°	180°	180°
Bucket rotation			
#1 position	180°	180°	180°
#2 position	160°	160°	160°
Stabilizer spread			
Operating position	9'5" (2.87 m)	9'5" (2.87 m)	9'5" (2.87 m)
Transport position	85.5" (2.17 m)	85.5" (2.17 m)	85.5" (2.17 m)
Digging force			
Bucket cylinder	10,976 lbf (48 824 N)	10,976 lbf (48 824 N)	10,976 lbf (48 824 N)
Dipper cylinder	7,049 lbf (31 356 N)	6,686 lbf (29 740 N)	4,884 lbf (21 729 N)
Leveling angle (maximum slope that backhoe will make vertical cut)	12°	12°	12°

DIMENSIONS

	Standard Backhoe	Extendahoe® Retracted	Extendahoe® Extended
Overall height, maximum	19'2" (5.85 m)	19'6" (5.94 m)	22'10" (6.97 m)
Transport height	11'2" (3.41 m)	11'7" (3.54 m)	NA
Overall width — transport	85.5" (2.17 m)	85.5" (2.17 m)	85.5" (2.17 m)
Angle of departure	20°	20°	20°
Height –			
To top of canopy	8'9" (2.67 m)	8'9" (2.67 m)	NA
To top of cab	8'11" (2.72 m)	8'11" (2.72 m)	NA
To top of exhaust stack	8'8" (2.63 m)	8'8" (2.63 m)	NA
Ground clearance at, backhoe frame	15" (381 mm)	15" (381 mm)	NA
Front wheel tread –			
2WD	67.5" (1.71 m)	67.5" (1.71 m)	NA
4WD	68.8" (1.75 m)	68.8" (1.75 m)	NA
Rear wheel tread	61.2" (1.55 m)	61.2" (1.55 m)	NA
Wheelbase –			
2WD	84" (2.13 m)	84" (2.13 m)	NA
4WD	84.5" (2.15 m)	84.5" (2.15 m)	NA

Note: Specifications taken with 11L x 16 front tires (except that data marked 4WD is taken with 12 x 16.5 front tires), 19.5L x 24 rear tires, Cab, 14' (4.27 m) backhoe with 24" (610 mm) general purpose trenching bucket, loader with 82" (2.08 m) general purpose bucket and standard equipment unless otherwise specified.

CASE CORPORATION
700 STATE STREET
RACINE, WI 53404 U.S.A.

CASE CANADA CORPORATION
3350 SOUTH SERVICE ROAD
BURLINGTON, ON L7N 3M6 CANADA

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NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

IMPORTANT: Specifications are preliminary. Case Corporation reserves the right to change these specifications without notice and without incurring any obligation relating to such change. Units shown may be equipped with non-standard equipment.

NH/RLEST:TMCOTCLS

Area 421 North
Tract 342

ATTACHMENT "B" VOL 18 PAGE 293

THE STATE OF TEXAS :

COUNTY OF TITUS :

LEASE AGREEMENT

This LEASE AGREEMENT made and entered into the 22nd day of December, 1994, at Titus County, Texas, by and between TEXAS UTILITIES MINING COMPANY, as Lesssor, and TITUS COUNTY, as Lessee.

1. LEASED PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, real property (hereinafter called "leased premises"), situated in Titus County, Texas, fully described on EXHIBIT "A" attached hereto and made a part hereof for all purposes.

2. PURPOSE OF LEASE. This lease is given for Lessee's use of dirt on the premises for the purpose of mixing road oil, asphalt, or other substances necessary to produce road paving materials.

3. RENT. Lessee agrees to pay Lessor, as rent for the leased premises, the sum of One Dollar & NO/100 ($ 1.00) payable Texas Utilities Mining Company.

4. TERM. The initial term of this lease shall be for a period of one (1) year, beginning on January 1, 1995, , and ending on December 31, 1995. Lessee shall have an option to renew this lease for an additional one (1) year term, by giving written notice to the Lessor at least thirty (30) days prior to expiration of the initial term of his intent to renew the lease.

5. REPAIRS AND MAINTENANCE. Lessee shall maintain the leased premises in condition fit for their intended use, and it is specifically agreed between the parties that Lessee will maintain the premises in accordance with all applicable regulations of the Environmental Protection Agency, the Texas Water Commission, the Texas Railroad Commission, and any other federal, state or local agency which may issue regulations concerning this type of activity.

It is also agreed between the parties that Lessee will, upon termination of this lease, clean up the premises and remove any dirt, chemicals, or any other substance which may be required by the regulations of the Environmental Protection Agency, the Texas Water Commission, the Texas Railroad Commission, or any other federal, state or local agency. Any removal of any such substances shall be removed at the expense of Lessee. Lessee will hold Lessor harmless from any claims or actions which may arise by virtue of its activities on this property, which may later be

found to be in violation of any regulations issued by the above named authorities.

6. DEFAULTS.

A. Default by Lessee. If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of ten (10) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises or any part thereof, by reason of any operation of law, in any manner whatsoever, Lessor may, at his option, without notice to Lessee, terminate this lease, or in the alternative, Lessor may re-enter and take possession of the premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass. In addition, Lessee shall be in default if it does not maintain the premises in accordance with the regulations of those agencies listed in Section 5 of this agreement.

B. Default by Lessor. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this agreement, then Lessee may elect either one of the following:

(1) After not less than ten (10) days' notice to Lessor, Lessees may remedy such default by any necessary action, and in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due hereunder; or

(2) Elect to terminate this agreement on giving at least ten (10) days' notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to the expiration of the ten (10) day period.

7. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this lease, nor sublet all or any portion of the leased premises without the prior written consent of the Lessor.

8. MISCELLANEOUS

A. Notices and Addresses. All notices to be given hereunder shall be given by certified or registered mail, addressed to the

proper party at the addresses shown with the signatures hereto.

B. Parties Bound. This agreement shall be binding upon and inure to the benefit of the parties hereof and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this agreement.

C. Texas Law to Apply. This agreement shall be construed under and in accordance with the laws of the State of Texas, and shall be performable in the County where the property is located.

D. Prior Agreements Superceded. This agreement constitutes the sole and only agreement of the parties hereto, and supercedes any prior understanding, or written or oral agreements between the parties respecting the within subject matter.

E. Attorney's Fees. In the event Lessor or Lessee breaches any of the terms of this agreement, whereby the party not in default employs attorneys to protect or enforce its rights hereunder, and prevails, then the defaulting party agrees to pay reasonable attorney's fees incurred by the prevailing party.

EXECUTED IN DUPLICATE ORIGINALS on this the 22nd day of December, 1994.

Lessor:

TEXAS UTILITIES MINING COMPANY

By Kevin Kent (SH)

Kevin Kent Title Monticello Real Estate Manager

P. O. Box 1255

Mt. Pleasant, Texas 75456-1255

Address

Lessee:

TITUS COUNTY

By Mike Fields

Mike Fields Title Commissioner Precinct Two

FM 3417, Mt. Pleasant, Texas 75455

(903) 572-7172

Address

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EXHIBIT "A"

All that certain tract or parcel of land situated in Titus County, Texas, being 5.00 acres, more or less, out of a 132.33 acres tract situated in the J. Matthews Survey, Abstract no. 355, Titus County, Texas, being described in that certain Warranty Deed from R. K. Egger, et al to L. D. Cross, Trustee, dated August 8, 1971, and recorded in Volume 371, page 333 of the Deed Records of Titus County, Texas.

ATTACHMENT "C" VOL 18 PAGE 297

Titus County Commissioners' Court

Mt. Pleasant, Texas

DEC 19 1994

APPLICATION FOR PAYMENT OF PAUPER'S FUNERAL

DATE December 16,1994

I, the undersigned, hereby state that I was related to the deceased Michael Allan Kay (Name of Deceased) as Brother (Relationship).

I further state that neither the deceased nor any person responsible for the deceased had any assets such as money, bank accounts, investments, insurance, property or any such assets other than those listed below which are applied to cost of the pauper's funeral.

List of assets owned by deceased or person responsible for deceased:

MONEY	$	00
PROPERTY	$	00
INSURANCE	$	00
OTHER ASSETS	$	00
TOTAL ASSETS	$	00

I hereby make application to the Commissioners' Court of Titus County that payment be made for the funeral, less any assets as listed above.

x Ricky Kay

SUBSCRIBED AND SWORN TO BEFORE ME a Notary Public in and for Titus County, Texas on this the 16 day of December, 1994.

ALDEEN BROOKS
Notary Public, State of Texas
My Comm. Expires 3-31-97

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Bates-Cooper-Weems-Robison **FUNERAL HOME** LLP.

Bates-Cooper-Weems **INSURANCE COMPANY**

P.O. Box 1123
1123 North Jefferson
Mt. Pleasant, Texas 75456-1123
(903) 572-3621

Ricky Kay
Route 4, Box 375
Mount Pleasant, TX 75455

ID#: KAY

For the funeral service of:
Michael Allen Kay

INTEREST OF % ANNUAL PERCENTAGE RATE CHARGE ON BALANCE AFTER 30 DAYS

DATE	DESCRIPTION	CHARGES	PAYMENTS	TOTALS
12/14/94	Professional Services	150.00		
	Facilities & Equipment	195.00		
	Automotive Equipment	90.00		
	Minimum Casket	320.00		
	TOTAL SERVICES AND MERCHANDISE			755.00
	CASH ADVANCES			
	Open & Close Grave	195.00		
				195.00
	TOTAL AMOUNT DUE			950.00
12/14/94	General Sales Contract	950.00		950.00
	BALANCE DUE			$ 950.00