

08-201

01/28/08

TO: COLLIN COUNTY FIRE MARSHALL

RE: SALVAGE YARD LICENSE FOR UNINCORPORATED TOWN

DEAR FIRE MARSHALL,

I am applying for a provisional license for the salvage yard I own at 5476 Business Hwy 78, Copeville, Tx 75121. The business has been operated as a salvage yard since prior to Oct 31, 1986. As the business is 50' beyond the right of way line of Business 78 as shown by the enclosed sketch. Also enclosed are the photographs requested in the application procedure booklet.

My check in the sum of \$25.00 is enclosed to cover the annual fee.

Respectfully,

Nieves Marquez
3905 Royal Burgess
Rowlett, Texas 75089

RECEIVED COLLIN COUNTY

JAN 31 2008

FIRE MARSHAL'S OFFICE

COLLIN COUNTY APPLICATION

FOR JUNKYARDS, AUTOMOTIVE WRECKING AND SALVAGE YARDS

IN ACCORDANCE WITH COURT ORDER NO. 92-208-02-24

NAME OF BUSINESS: Cowboys Auto Parts

LEGAL DESCRIPTION: Tract 123, 124, 125 5 #958
1, 2, 3 & 4 3 OLD Donation Copeville
LOT NO. BLOCK ABSTRACT
Downtown Copeville

PHYSICAL ADDRESS: 5476 Business Hwy 78, Nevada, TX 75121
.5, .5, .58 - #958

SIZE OF OPERATION: 2016 24x84 3.0 acres OLD DONATION
UNDER ROOF SQ. FT. TOTAL ACRES

OWNER: Nieves Marquez PHONE: 214-293-0441

ADDRESS: 3905 Royal Burgess Rowlett TX 75089
STREET CITY STATE ZIP

OPERATOR: Nieves Marquez

ADDRESS: 3905 Royal Burgess Rowlett TX 75089

OPERATION COMMENCED: 1/1

PRIMARY SALES OF: AUTOMOTIVE PARTS FARM MACHERY
 OTHER: _____

UTILITIES: TXU Copeville SUD
ELECTRIC CO. WATER CO.

SEWER SERVICE: PRIVATE OR PUBLIC

(IF PRIVATE PROVIDE COPY OF COLLIN COUNTY SEPTIC PERMIT)

CHECK LIST

COPY OF STATE SALES TAX FORM ATTACHED: YES NO

PHOTOS PROVIDED (8"x10")(ALL SIDES): YES NO

COPY OF DEED OF PROPERTY / CONTRACT OF SALE: YES NO

COPY OF LEASE AGREEMENT: YES NO *N/A*

RECORDED PLAT: YES NO

SCALED DRAWING
(BUSINESS PROPERTY AND 300" PERIMETER): YES NO

(NOTE: THIS IS IN ADDITION TO ANY REQUIREMENTS SET FORTH BY THIS OFFICE REGARDING COMMERCIAL BUILDING APPLICATION AND INSPECTIONS)

River Murray
SIGNATURE OF OWNER

01-23-08
DATE

SIGNATURE OF OPERATOR IF DIFFERENT

DATE

____ APPROVED
DATE FORWARDED TO COMMISSIONERS' COURT _____

____ REJECTED
REASON REJECTED: _____

COLLIN COUNTY FIRE MARSHAL

DATE

PERMIT FEE: \$25.00 FOR ONE YEAR LICENSE FROM APPLICATION DATE

ATTN SHEILA



COWBOYS AUTO PARTS

ATTENTION NEW TAXPAYER

You need to be aware of these very important facts about filing your Texas Sales and Use Tax Returns:

- Your taxpayer number is 32018959158. Please refer to this number when contacting the Comptroller's office.
- Your first return will be due on or before the 20th day of April 2008.
- You are set up to file your returns:
 - MONTHLY** – Monthly sales and use tax returns are due on or before the 20th day of the month following the month in which the taxes were collected. For example, the July return must be filed on or before August 20th.
 - QUARTERLY** – Quarterly sales and use tax returns are due on or before the 20th day of the month after the end of the quarter in which the taxes were collected. For example, the first quarter covers January, February, and March, and the return must be filed on or before April 20th.
 - YEARLY** – Yearly sales and use tax returns are due on or before January 20th.
- If the due date falls on a Saturday, Sunday, or legal holiday the next business day is the due date.
- You must file a tax return and make any payment due whether or not you receive a preprinted form.
- Returns **MUST** be filed for every period even if there is no amount subject to tax, no tax due or if you were temporarily closed during the filing period. If you fail to file a return, a liability may be estimated and entered to your account. Please be aware that failure to file or pay a sales tax report may result in collection actions, including, but not limited to, additional late filing penalties, liens, and criminal charges.
- An additional \$50 penalty may be assessed when more than two returns are received with late postmark dates.
- Make your check payable to STATE COMPTROLLER.
- You can mail your return to us or file in person at your local field office. WebFile, our electronic tax filing system, is free and easy to use. Just go to <http://window.state.tx.us/webfile/salestax.html> and have your preprinted tax return handy. Also, if you have no tax to report for any business location, you can TeleFile your return by calling 1-888-434-5464.
- Notify the Comptroller's office immediately if you make any changes in your trade name, location, mailing address or if you go out of business. You can notify the Comptroller's office by phone, mail or via WebChange at <http://www.window.state.tx.us/taxinfo/sales/index.html>.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
Account Maintenance Division
Post Office Box 13528
Austin, Texas 78711-3528

If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555 toll free nationwide. The Austin number is 512/463-4600.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR TEXAS DRIVER'S LICENSE NUMBER

DEED OF TRUST

Date: December 15, 2006

Grantor: Nieves Marquez

Grantor's Mailing Address:

9305 Royal Burgess Dr., Rowlett
County, TX 75089

Trustee: R. B. Seward

Trustee's Address: 14340 CR 550, Farmersville,
Collin County, TX 75442

Beneficiaries with mailing address:

Dewey Hargrove and wife, Sheila Hargrove
P. O. Box 354, Copeville,
Collin County, TX 75121

Note:

Date: December 18, 2006

Amount: TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100
DOLLARS (\$225,000.00)

Maker: Nieves Marquez

Maturity of Note: December 15, 2021

Terms: As set forth in said Note

Property (including any improvements): Situated in Collin County, Texas, in the town of Copeville, TX and being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Exceptions to Conveyance and Warranty:

Easements, right-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a

common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all open and obvious and all of record.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in Trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

CLAUSES AND COVENANTS

Grantors' obligations:

Grantors agree to -

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency and provide Beneficiary with a "paid" receipt each January showing the taxes have been paid;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form that is acceptable to Lender, an insurance policy that -
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Lender with a standard mortgage clause;
 - e. provides flood insurance any time the Property is in a flood hazard area; and
 - f. contains such other coverage as Lender may reasonably require;
1. comply at all times with the requirements of the 80 percent coinsurance clause;
2. deliver the insurance policy to Lender within ten days of the date of the deed of trust and deliver renewals to Lender at least fifteen days before expiration;
3. obey all laws, ordinances, and restrictive covenants applicable to the Property;
4. keep any buildings occupied as required by the insurance policy; and

5. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

Lender's Rights:

1. Lender may appoint in writing a substitute trustee, succeeding all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantors' primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding note terms to the contrary, and unless applicable law prohibits, all payments received by the Lender from Grantors under the Note or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender under the Note, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantors fail to perform any of Grantors' obligations, Lender may perform those obligations and be reimbursed by Grantors on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Note or if grantors fail to perform any of Grantors' obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may -
 - a. declare the unpaid principal balance and earned interest on the Note immediately due;
 - b. direct trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code then in effect; and

- c. purchase the Property at any foreclosure sale by offering the highest bid and then having the bid credited on the Note.
1. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will -

1. either personally or by agent give notice of the foreclosure sale as required by the Texas property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantors, subject to the Prior Lien and the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. From the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantors; and
 - d. to Grantors, and balance; and
4. be indemnified by Lender against all costs, expenses, and liabilities incurred by trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

General Provisions

1. If any of the Property is sold under this deed of trust, Grantors must immediately surrender possession to the purchaser. If Grantors fail to do so, Grantors will become tenants at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

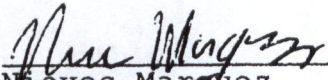
4. This lien will remain superior to lien later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantors assign to Lender all amounts payable to or received by Borrower from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Lender will either release any remaining amounts to Grantors or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise due diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceeding for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Lender may terminate Grantors' license to collect rent and other income and then as Grantors' agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising lender's rights and remedies and then to Grantors' obligations under the Note and this deed of trust in the order determined by lender. Lender is not

required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged or received under any law. Any interest in excess of that maximum amount will be credited on the principal of the debt, or if that has been paid, refunded. On any acceleration or requires or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term Note includes all extensions and renewals of the Note and all amounts secured by this deed of trust.
11. This deed of trust binds, benefits and may be enforced by the successors in interest of all parties.
12. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.
13. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
14. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
15. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
16. Grantor represents that this deed of trust and the Note are given for the following purposes:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase of the subject real property herein described and is also secured by a Vendor's Lien thereon retained in deed of even date from Dewey Hargrove and wife, Sheila Hargrove, to the Undersigned, and this Deed of Trust is given as additional security.

NONASSUMPTION: In the event the herein described property, or any part thereof, is sold, conveyed, or leased for a period longer than three years, leased with an option to purchase, sold under a wraparound mortgage arrangement or otherwise sold or transferred without the written consent of the Holder of the Note hereby secured, the whole of said Note, including accrued interest, shall, at the option of the Beneficiary hereof, become immediately due and payable, and foreclosure proceedings may be instituted.



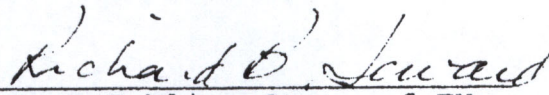
Nieves Marquez

Acknowledgment

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 15 day of December, 2006 by Nieves Marquez.

SEAL



Notary Public, State of TX

After Recording Return to:
Dewey Hargrove
P. O. Box 354
Copeville, TX 75121

SELLER AGREES TO SELL TO PURCHASER THE FOLLOWING DESCRIBED PROPERTY
FIRST TRACT: APPROX 0.50 ACRES OF LAND LOCATED IN THE H. WALTERS SURVEY, ABSTRACT #958,
COLLIN COUNTY, TEXAS, AND KNOWN FOR TAX PURPOSES AS TRACT 58, BEING THE SAME LAND DESCRIBED
IN A DEED DATED AUGUST 24, 1925, EXECUTED BY E.J. NOWLIN ET AL TO MAURICE MONTGOMERY,
RECORDED IN VOLUME 26, PAGE 328, COLLIN COUNTY DEED RECORDS

SECOND TRACT: APPROX. 0.58 ACRES OF LAND LOCATED IN THE H. WALTERS SURVEY, ABSTRACT #958
COLLIN COUNTY, TEXAS, KNOWN FOR TAX PURPOSES AS TRACT 59, AND BEING THE SAME PROPERTY
DESCRIBED IN A DEED DATED FEBRUARY 9, 1925, EXECUTED BY D.M. JONES ET UX TO
MAURICE MONTGOMERY, RECORDED IN VOLUME 266, PAGE 329, COLLIN COUNTY DEED RECORDS.

THIRD TRACT: 0.50 ACRES OF LAND LOCATED IN THE H. WALTERS SURVEY, ABSTRACT #958,
COLLIN COUNTY, TEXAS, KNOWN FOR TAX PURPOSES AS TRACT 57, AND BEING THE SAME PROPERTY
DESCRIBED IN A DEED DATED SEPTEMBER 9, 1925, EXECUTED BY W.F. BILLINGSLEY ET UX TO
MAURICE MONTGOMERY, RECORDED IN VOLUME 266, PAGE 330, COLLIN COUNTY DEED RECORDS

FOURTH TRACT: ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, BEING LOTS ONE(1), TWO (2),
THREE(3), AND FOUR (4), BLOCK THREE (3), OLD DONATION TO THE TOWN OF COPEVILLE, COLLIN
COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 77, PAGE 496-7, COLLIN
COUNTY DEED RECORDS AND BEING THE SAME PROPERTY DESCRIBED IN DEED FROM JOHN A REXROAT
ET UX, TO ANDERSON BUTANE AND PROPANE COMPANY, A CORPORATION DATED JUNE 4, 1964, RECORDED
IN VOLUME 636, PAGE 533, COLLIN COUNTY DEED RECORDS.

EXHIBIT "A"

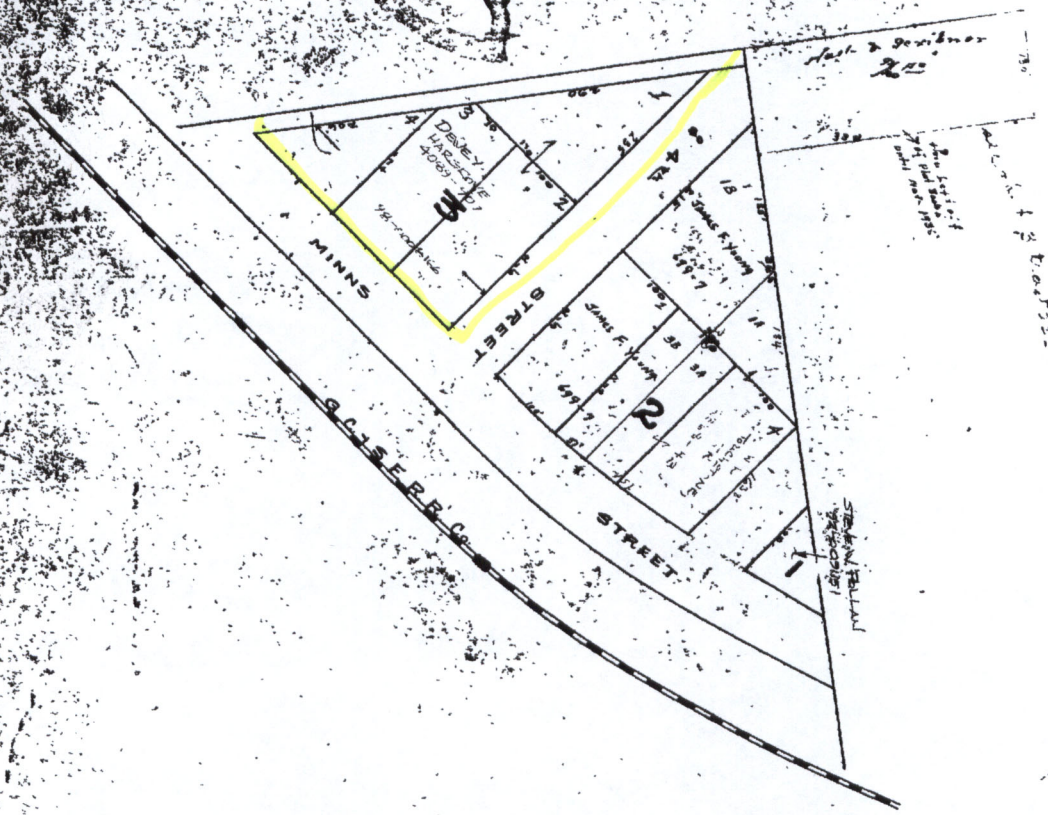
1341

Original Grantee JOHN G. MOULTON
Pat. No. 422 VOL 4
School District XXXXXX 149 COPEVILLE - 143

Block 1120. 1-2-3 City of COPEVILLE
Assignee WALTER HANCOCK
Certificate 1 ST CLAS
Road District COPEVILLE

Collin County, Texas

Page No. 17
No. 22
Scale 100 Ft. = 1 Inch



CR 549

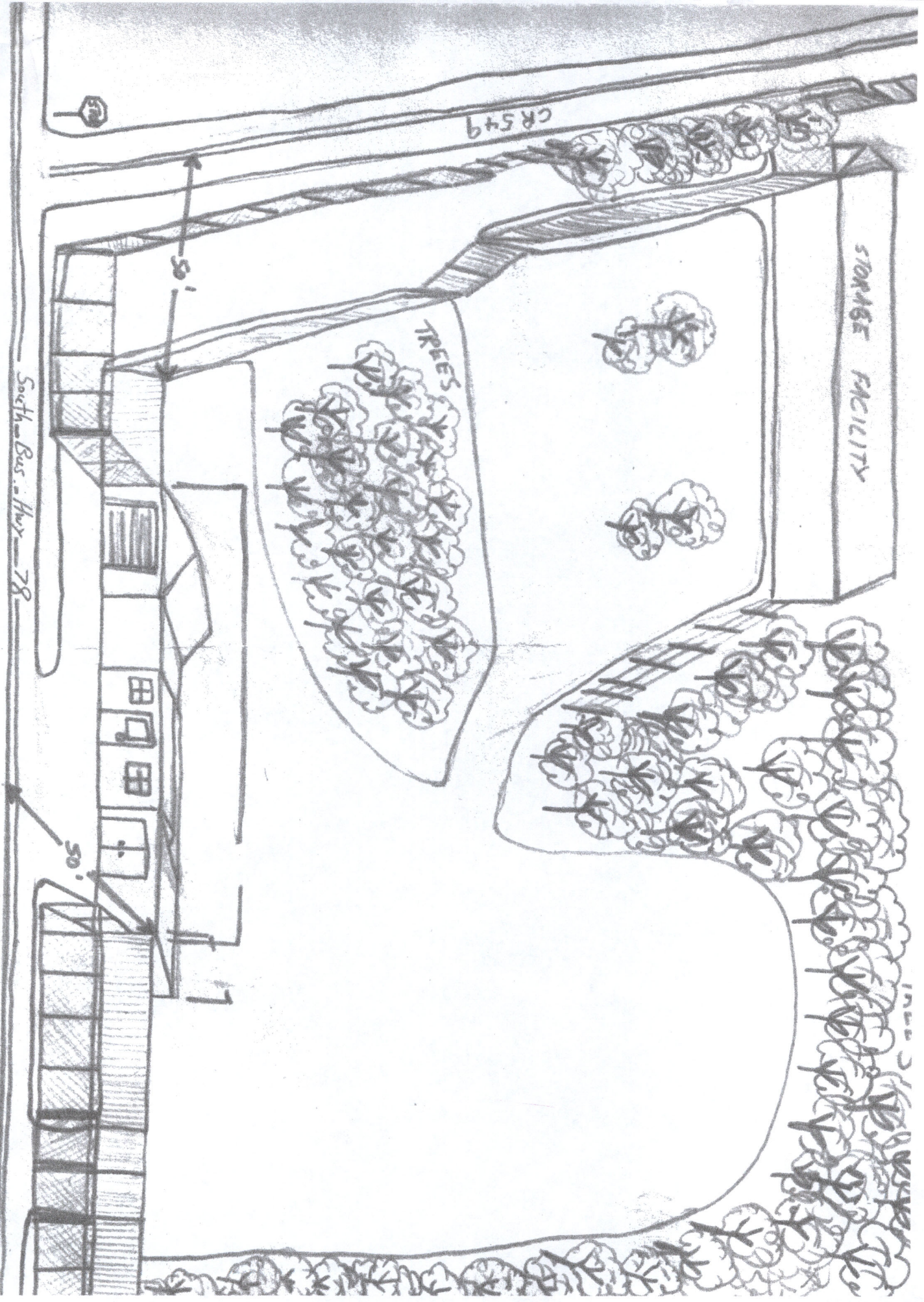
STORAGE FACILITY

TREES

South on Bus. Hwy 78

50'

50'



The State of Texas,
County of Dallas

} Know All Men by These Presents:

Made this 31st day of Oct, A.D. 1986, by and between

James O. Henderson

known herein as LESSOR,

and

Mike Anderson & Dewey Bergrow

known herein as LESSEE.

(The terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.)

WITNESSETH, That the said Lessor does by these presents Lease and Demise unto the said Lessee the following described property, to-wit: Lying and being situated in the County of Collin, Town of Copeville, State of Texas, and being located on Highway 78 at Pebblebeach Rd.

Copy of lease showing property has been a wrecking yard since prior to 10-31-86

for the A.D. 1986 therefor payable

beginning the 1st day of Jan., 1992, paying DOLLARS.

upon the conditions and covenants following:

First. That Lessee will well and PUNCTUALLY pay said rents in manner and form as hereinbefore specified, and quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof excepted.

Second. That the said premises shall be used for Wrecking yard & storage of cars.

and for no other purpose.

Third. That Lessee will not sub-let said premises, or any part thereof, to any person or persons whatsoever, without the consent of said Lessor. IN WRITING, thereto first obtained, any and all changes involving buildings or property are subject to lessors approval.

Fourth. That on failure to pay the rent in advance, as aforesaid, or to comply with any of the foregoing obligations, or in violation of any of the foregoing covenants, the Lessor may declare this lease forfeited at Lessor's discretion and Lessor or Lessor's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of these presents. Lessee has the option to renew the lease at the end of 5 years.

100 cars must remain on property at all times until balance of \$ 20,500.00 is paid in full.

A payment of \$5,000.00 down on cars & wreckers located on property. The balance of \$ 20,500.00 to be paid in payment of \$500.00 per month in addition to a monthly lease payment of \$350.00 the total due is \$850.00 per month until the balance of \$20,500.00 is paid in full. At which time the monthly lease payment of \$350.00 will be the only payment to be made

First. That Lessee will well and PUNCTUALLY pay said rents in manner and form as hereinbefore specified, and quietly deliver up said premises on the day of the expiration of this lease, in as good condition as the same were in when received, reasonable wear and tear thereof excepted.

Second. That the said premises shall be used for **Wrecking yard & storage of cars.**

and for no other purpose.

Third. That Lessee will not sub-let said premises, or any part thereof, to any person or persons whatsoever, without the consent of said Lessor, IN WRITING, thereto first obtained, ~~any and all changes involving buildings or property are subject to lessors approval.~~

Fourth. That on failure to pay the rent in advance, as aforesaid, or to comply with any of the foregoing obligations, or in violation of any of the foregoing covenants, the Lessor may declare this lease forfeited at Lessor's discretion and Lessor or Lessor's agent or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of these presents. Lessee has the option to renew the lease at the end of 5 years.

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A payment of \$5,000.00 down on cars & wreckers located on property. The balance of \$ 20,500.00 to be paid in payment of \$500.00 per month in addition to a monthly lease payment of \$350.00 the total due is \$850.00 per month until the balance of \$20,500.00 is paid in full. At which time the monthly lease payment of \$350.00 will be the only payment to be made for the remainder of the lease.

IN TESTIMONY WHEREOF, The parties to this agreement have hereunto set their hands in duplicate, the day and year above written.

.....
James E. Henderson LESSOR

.....
Wiley Langston LESSEE

Before me this 31st Day of Oct. 1986 personally appeared
Mike Anderson and Dewey Langrove known to me to
be the persons whose names is on this instrument,
Richard L. Grayburn
Notary Public
Dallas County, Texas
my Commission expires 2-28-89

Before me this 31st Day of Oct 1986 personally appeared
James D. Henderson known to me to be the person whose
name is on this instrument,
Robert L. Grayburn
Notary Public
Dallas County, Texas
my Commission expires 2-28-89

The Ode Company, Publishers, Dallas

Ending

19

Beginning

19

TO

These

561

James D. Henderson
3733 Town Crossing
Apt 1801

Mesquite, Tex
75150

Sunday, December 14, 1986—ALLE

INSULATION SYSTEMS

TERRY CLARK & LARRY COWART-OWNE
With the cost of heating fuel going up and the need to cut down on the use of electrical energy objectives at the least cost? Insulate!

INSULATION SYSTEMS, located on Preston Road, Highway 289, in Frisco, phone 377-3300. **YOUR** home or business so that your fuel consumption will be greatly reduced, as will your conditioning! You might call them "the energy savers."

This reliable firm features a wide variety of insulating ideas for the conservation-conscious man. **INSULATION SYSTEMS** specializes in both small and large jobs. Give these experts a call how to keep your cash in your pocket! Remember...insulation doesn't cost, it pays! Now is the time to assess your insulation needs. That will be the smartest move you'll make!

Do your part to conserve our valuable energy resources. Call **INSULATION SYSTEMS** and **INSULATION SYSTEMS** wishes everyone a Warm and **HAPPY HOLIDAY SEASON!**

A & A USED PARTS

Mike Anderson & Dewey Hargrove-Owners
When the people of this area need used auto parts, they head straight for **A & A USED PARTS** in Wylie, phone 442-1877. Here they can be assured of getting the part needed and something for their money!

With acres of late model parts in their yard, this prominent firm has been serving the area with thorough knowledge of the automotive industry. More often than not, the part you want is available. If your car is damaged beyond repair, they'll buy it for cash.

A & A USED PARTS NO. 2 is located on Business Highway 78 in Copeville, Texas, phone 853-783-4590. They are now open for the convenience of those who live in that area. Here you will find service and low, low prices.

We suggest that all of our readers do something for the ecology as well as their own economy and from **A & A USED PARTS**. **Mike Anderson & Dewey Hargrove** wish everyone a **Happy Holiday**

shown, it's
highways as

LE PARK is

personnel

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and Sunday,
bring your

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CHRISTMAS

residents
y, phone

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to wish













08.201

Collin County Fire Marshal's Office
825 N. McDonald #140, McKinney, TX 75069
972-548-5576

TO: Cowboy Auto Party
ADDRESS 5476 Bus 78 - Copeville

NOTICE

To the owner, lessee, agent or occupant of the above described premises. You are hereby notified that an inspection of your premises was conducted and the following conditions were found to exist:

No apparent violations at this time.

EXTERIOR

- | | | | |
|----|-------------------------------------|-----|---|
| S | V | N/A | |
| 1. | <input checked="" type="checkbox"/> | | Accumulation of waste material: IFC Chapter 3 |
| 2. | <input checked="" type="checkbox"/> | | Hydrants/FDC unobstructed, caps in place: IFC 508 |
| 3. | <input checked="" type="checkbox"/> | | Fire apparatus access road condition: IFC 503 |
| 4. | <input checked="" type="checkbox"/> | | Address on front and rear exit: IFC 505 |
| 5. | <input checked="" type="checkbox"/> | | Address on electric/gas meters: Fire Prevention Ordinance |

GENERAL

- | | | | |
|-----|-------------------------------------|--|--|
| 6. | <input checked="" type="checkbox"/> | | Storage clearance: 24" to ceiling; 18" to sprinkler heads: IFC 315 |
| 7. | <input checked="" type="checkbox"/> | | Mechanical/electrical/boiler room free of combustibles: IFC 315 |
| 8. | <input checked="" type="checkbox"/> | | Access clearance 30" to electrical panels: IFC 605.3 |
| 9. | <input checked="" type="checkbox"/> | | Extension cords/multi-plug adapters used per code: IFC 605 |
| 10. | <input checked="" type="checkbox"/> | | Abatement of electrical hazards: IFC 605.1 |
| 11. | <input checked="" type="checkbox"/> | | Slots in electrical panels must be filled and labeled: IFC 605 |
| 12. | <input checked="" type="checkbox"/> | | Fire rated assembly intact-walls, ceilings (etc): IFC 7 |
| 13. | <input checked="" type="checkbox"/> | | Hazardous liquids/gases properly stored: IFC 34 |
| 14. | <input checked="" type="checkbox"/> | | General precautions against fire (interior) IFC 3 |

S = SATISFACTORY V = VIOLATION N/A = NOT APPLICABLE
IFC = International Fire Code IBC = International Building Code

EXITS

- | | | | |
|-----|-------------------------------------|--|---|
| 15. | <input checked="" type="checkbox"/> | | Accessible means of egress: IFC 10 |
| 16. | <input type="checkbox"/> | | Exit lights operational/exit signs posted: IFC 10 |
| 17. | <input checked="" type="checkbox"/> | | Emergency lighting/power source operational: IFC 10 |

FIRE PROTECTION EQUIPMENT

- | | | | |
|-----|-------------------------------------|--|--|
| 18. | <input checked="" type="checkbox"/> | | Annual fire extinguisher service: IFC 9 |
| | | | Date serviced/Mfg date |
| 19. | <input checked="" type="checkbox"/> | | 2A-10BC Fire extinguisher for each 3,000 S.F.: AHJ and IFC 901 |
| 20. | <input checked="" type="checkbox"/> | | Sprinkler system in service, unobstructed: IFC 9 |
| | | | Date serviced |
| 21. | <input checked="" type="checkbox"/> | | Spare sprinkler heads/wrench-correct: IFC Chapter 9 |
| 22. | <input checked="" type="checkbox"/> | | Fire alarm system in service (annual): IFC 9 |
| | | | Date serviced |
| 23. | <input checked="" type="checkbox"/> | | Hood system in service (6months): IFC 9 |
| | | | Date serviced |
| 24. | <input checked="" type="checkbox"/> | | Fire protection equipment rooms labeled: IFC 510 |
| 25. | <input checked="" type="checkbox"/> | | Fire doors operational/unblocked: IFC 7 |
| 26. | <input checked="" type="checkbox"/> | | Knox box keys allow access: IFC 506 |

Description of violations or additional orders:

Item #	Narrative
1	Clean property - no new weeds - trash pile - As Explained
5	Address on fire station base
10	Need Electrical System brought up to code - GFCI - outlet GFCI -
13	2 E-gas bottles to be properly secured, major disconnection - etc.
14	Front door needs unobstructed & accessible with fire hydrant
17	Need Emergency Lighting
18	19 Need Fire Extinguishers

Violations must be corrected immediately. Failure to comply with this notice may result in disconnection of power and/or water supply.

Inspector: Steven M. Deffibaugh 7 hours day 05.08.2008 0320

Occupant: Steve M. Deffibaugh Contact # 214-664-0769
Order Date: 05.08.2008 Re-inspect Date: 10.02.2008

Initial 1st Re-inspect ___ 2nd Re-inspect ___

Good morning Bill,

Met the applicant of Cowboy Auto Parts, Nieves Marquez at the wrecking yard located at 5476 Bus 78 in Copeville, this morning at 9:00 AM.

The "yard" itself is grown up with weeds with junk, motor parts, and tires mixed in with the weeds. There was at least one 55 gallon drum, full of some unknown type liquid. There is a large pile of trash and debris on the northwest corner, about 12-15 feet tall. Although the electricity is on, it will need to be brought up to current code. Most of the outlet covers were missing and no GFCI outlets where required. No fire extinguishers or emergency lighting in the garage areas. The egress door (front) needed some work done on it to make it accessible to meet NFPA 101 Life to Safety code.

There is old mobile home on the property, appears to be full of junk and I would guess it will be used for storage and I will address it more during the re-inspection, needed to be cleaned out just to inspect it.

I told him once the property is cleaned and the electrical issues are taken care of, I will re-inspect and if in compliance will ask the application to be placed on Commissioners' Court Docket for their consideration. I asked him how long he needed in order to complete the work and he asked for six months. I told him I would set it for a re-inspection on 10-02-2008 and should he get the work completed prior to that date to call me.

Steve

Collin County Fire Marshal's Office
 825 N. McDonald #140, McKinney, TX 75069
 972-548-5576

EXITS

TO: Luis Torres

ADDRESS 54716 Bks. 78 Nevada TX 75121 NOTICE

To the owner, lessee, agent or occupant of the above described premises. You are hereby notified that an inspection of your premises was conducted and the following conditions were found to exist:

No apparent violations at this time.

EXTERIOR

- 1. S V N/A Accumulation of waste material: IFC Chapter 3
- 2. S V N/A Hydrants/FDC unobstructed, caps in place: IFC 508
- 3. S V N/A Fire apparatus access road condition: IFC 503
- 4. S V N/A Address on front and rear exit: IFC 505
- 5. S V N/A Address on electric/gas meters: Fire Prevention Ordinance

GENERAL

- 6. S V N/A Storage clearance: 24" to ceiling: 18" to sprinkler heads: IFC 315
- 7. S V N/A Mechanical/electrical/boiler room free of combustibles: IFC 315
- 8. S V N/A Access clearance 30" to electrical panels: IFC 605.3
- 9. S V N/A Extension cords/multi-plug adapters used per code: IFC 605
- 10. S V N/A Abatement of electrical hazards: IFC 605.1

- 11. S V N/A Slots in electrical panels must be filled and labeled: IFC 605
- 12. S V N/A Fire rated assembly intact-walls, ceilings (etc): IFC 7
- 13. S V N/A Hazardous liquids/gases properly stored: IFC 34
- 14. S V N/A General precautions against fire (interior) IFC 3

S = SATISFACTORY V = VIOLATION N/A = NOT APPLICABLE
 IFC = International Fire Code IBC = International Building Code

11-29-10
 09:43

Page 1 of 1

- 15. S V N/A Accessible means of egress: IFC 10
- 16. S V N/A Exit lights operational/exit signs posted: IFC 10
- 17. S V N/A Emergency lighting/power source operational: IFC 10

FIRE PROTECTION EQUIPMENT

- 18. S V N/A Annual fire extinguisher service: IFC 9
 Date serviced/Mfg date _____
- 19. S V N/A 2A-10BC Fire extinguisher for each 3,000 S.F.: AHJ and IFC 901
 Date serviced _____
- 20. S V N/A Sprinkler system in service, unobstructed: IFC 9
 Date serviced _____
- 21. S V N/A Spare sprinkler heads/wrench-correct: IFC Chapter 9
 Date serviced _____
- 22. S V N/A Fire alarm system in service (annual): IFC 9
 Date serviced _____
- 23. S V N/A Hood system in service (6months): IFC 9
 Date serviced _____
- 24. S V N/A Fire protection equipment rooms labeled: IFC 510
 Fire doors operational/unblocked: IFC 7
- 25. S V N/A Fire doors operational/unblocked: IFC 7
- 26. S V N/A Knox box keys allow access: IFC 506

Description of violations or additional orders:
 Item # Narrative

Plate for outside elrc. service

Violations must be corrected immediately. Failure to comply with this notice may result in disconnection of power and/or water supply.

Inspector: [Signature] 9403

Occupant: Luis Torres Contact # 214 1607 5759
 Order Date: 11-29-10 Re-inspect Date: _____
 Initial 1st Re-inspect _____ 2nd Re-inspect _____

Collin County Fire Marshal's Office
825 N. McDonald #140, McKinney, TX 75069
972-548-5576

EXITS

TO: COVBOYS WRECKING YARD
ADDRESS 54710 BUS Hwy 78
COPEVILLE

NOTICE

To the owner, lessee, agent or occupant of the above described premises. You are hereby notified that an inspection of your premises was conducted and the following conditions were found to exist:

No apparent violations at this time.

EXTERIOR

- 1. S V N/A Accumulation of waste material: IFC Chapter 3
- 2. V Hydrants/FDC unobstructed, caps in place: IFC 508
- 3. V Fire apparatus access road condition: IFC 503
- 4. V Address on front and rear exit: IFC 505
- 5. V Address on electric/gas meters: Fire Prevention Ordinance

GENERAL

- 6. V Storage clearance: 24" to ceiling: 18" to sprinkler heads: IFC 315
- 7. Mechanical/electrical/boiler room free of combustibles: IFC 315
- 8. Access clearance 30" to electrical panels: IFC 605.3
- 9. V Extension cords/multi-plug adapters used per code: IFC 605
- 10. V Abatement of electrical hazards: IFC 605.1
- 11. V Slots in electrical panels must be filled and labeled: IFC 605
- 12. V Fire rated assembly intact-walls, ceilings (etc): IFC 7
- 13. V Hazardous liquids/gases properly stored: IFC 34
- 14. V General precautions against fire (interior) IFC 3

S = SATISFACTORY V = VIOLATION N/A = NOT APPLICABLE
IFC = International Fire Code IBC = International Building Code

Page 1 of 1

- 15. V Accessible means of egress: IFC 10
- 16. V Exit lights operational/exit signs posted: IFC 10
- 17. V Emergency lighting/power source operational: IFC 10

FIRE PROTECTION EQUIPMENT

- 18. Annual fire extinguisher service: IFC 9
- 19. Date serviced/Mfg date
- 20. V 2A-10BC Fire extinguisher for each 3,000 S.F.: AHJ and IFC 901
- 21. V Sprinkler system in service, unobstructed: IFC 9
- 22. V Spare sprinkler heads/wrench-correct: IFC Chapter 9
- 23. V Fire alarm system in service (annual): IFC 9
- 24. V Date serviced
- 25. V Hood system in service (6months): IFC 9
- 26. V Fire protection equipment rooms labeled: IFC 510
- 27. V Fire doors operational/unblocked: IFC 7
- 28. V Fire doors operational/unblocked: IFC 7
- 29. V Knox box keys allow access: IFC 506

Description of violations or additional orders:
Item # Narrative

10% BREAKER PANEL FACE MISSING

OWNER DID NOT SHOW FOR INSPECTION
WAS NOT ABLE TO MAKE ENTRY

Violations must be corrected immediately. Failure to comply with this notice may result in disconnection of power and/or water supply.

Inspector: DA 7403 11-30-10

Occupant: _____ Contact # _____
Order Date: _____ Re-inspect Date: 11-30-10

Initial ✓ 1st Re-inspect ✓ 2nd Re-inspect _____
CFS-10095649

08:15

Collin County Fire Marshal's Office
 825 N. McDonald #140, McKinney, TX 75069
 972-548-5576

EXITS

TO: CowBoys Auto PARTS
 ADDRESS 54770 Bus. Hwy 78

NOTICE

To the owner, lessee, agent or occupant of the above described premises. You are hereby notified that an inspection of your premises was conducted and the following conditions were found to exist:

No apparent violations at this time.

EXTERIOR

- 1. S V N/A Accumulation of waste material: IFC Chapter 3
- 2. S V N/A Hydrants/FDC unobstructed, caps in place: IFC 508
- 3. S V N/A Fire apparatus access road condition: IFC 503
- 4. S V N/A Address on front and rear exit: IFC 505
- 5. S V N/A Address on electric/gas meters: Fire Prevention Ordinance

GENERAL

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- 10. S V N/A Abatement of electrical hazards: IFC 605.1
- 11. S V N/A Slots in electrical panels must be filled and labeled: IFC 605
- 12. S V N/A Fire rated assembly intact-walls, ceilings (etc): IFC 7
- 13. S V N/A Hazardous liquids/gases properly stored: IFC 34
- 14. S V N/A General precautions against fire (interior) IFC 3

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Page 1 of 1

- 15. S V N/A Accessible means of egress: IFC 10
- 16. S V N/A Exit lights operational/exit signs posted: IFC 10
- 17. S V N/A Emergency lighting/power source operational: IFC 10

FIRE PROTECTION EQUIPMENT

- 18. S V N/A Annual fire extinguisher service: IFC 9
- 19. S V N/A Date serviced/Mfg date 2A-10BC Fire extinguisher for each 3,000 S.F.: AHJ and IFC 901
- 20. S V N/A Sprinkler system in service, unobstructed: IFC 9
- 21. S V N/A Date serviced
- 22. S V N/A Spare sprinkler heads/wrench-correct: IFC Chapter 9
- 23. S V N/A Fire alarm system in service (annual): IFC 9
- 24. S V N/A Date serviced
- 25. S V N/A Hood system in service (6months): IFC 9
- 26. S V N/A Date serviced
- 27. S V N/A Fire protection equipment rooms labeled: IFC 510
- 28. S V N/A Fire doors operational/unlocked: IFC 7
- 29. S V N/A Knox box keys allow access: IFC 506

Description of violations or additional orders:
 Item # Narrative

Violations must be corrected immediately. Failure to comply with this notice may result in disconnection of power and/or water supply.

Inspector: [Signature] 9403

Occupant: [Signature] Contact # _____

Order Date: _____ Re-inspect Date: 12.03.10

Initial _____ 1st Re-inspect _____ 2nd Re-inspect

08:49
Friday

CFS 10-0916544



COLLIN COUNTY

Fire Marshal's Office
825 N. McDonald Street
Suite 140
McKinney, Texas 75069
972-548-5576
975-548-5574 fax
www.collincountytx.gov

To: Collin County Commissioner's Court
Pc: Bill Bilyeau, Administrative Services

From: David Toler

Date: April 14, 2011

Re: Application to operate an automotive salvage/wrecking yard at 5476 Business Highway 78 (Copeville), Cowboys Auto Parts, Fire Code Inspection/Review

An application to operate an automotive salvage/wrecking yard at 5476 Business Highway 78 has been received by this office in accordance with Commissioner's Court Order 93-141-11-09.

The site has been a wrecking yard since October 31, 1986 and the property owner, Dewey Hargrove, Copeville, sold the property to the current owner, Nieves Marquez on December 18, 2006. Nieves Marquez is leasing the property to Luis Torres who will be operating the salvage/wrecking yard (Cowboys Auto Parts). At this time, Mr. Torres does not have the State permits required to operate a salvage/wrecking yard. Upon approval of the application Mr. Torres shall seek the required permits and submit copies to the Fire Marshal's Office prior to conducting business.

Improvements to the property were made and the building on the property was brought into compliance with the 2009 International Fire Code. On February 11, 2011 during a follow up inspection it was discovered debris from the property was relocated to a waterway behind a fence on the property. Mr. Marquez was issued a Notice to Abate a Nuisance and it was explained the entire property needed to be cleaned up.

I would recommend a permit authorizing the operations of a wrecking/salvage yard not be approved until the property is brought into compliance.



COLLIN COUNTY

Development Services
825 S. McDonald Street
Suite 170
McKinney, Texas 75069
972-548-5585
www.collincountytx.gov

To: Commissioners' Court
Pc: Bill Bilyeu, Administrative Services

From: Misty Brown, Development Services

Date: April 13, 2011

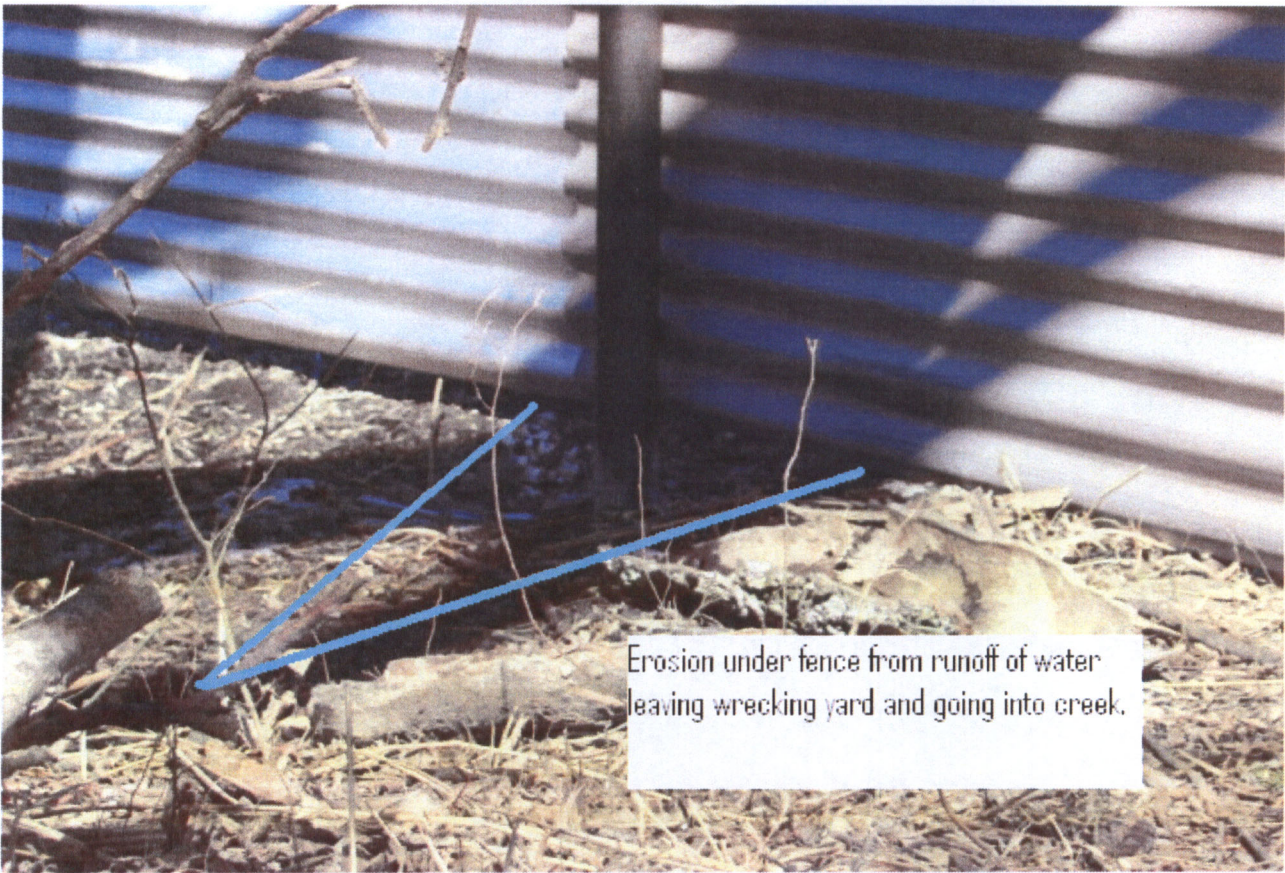
Re: Application for Salvage Yard – Cowboys Auto Parts (5476 Business Hwy 78, Nevada)
Environmental Health Inspection/Review for Application

Pursuant to Collin County Court Order 93-141-11-09 regarding regulation of Junk Yards, Automotive Salvage Yards and Wrecking Yards, Collin County Development Services performed an Environmental Health Inspection on Friday, February 11, 2010 at the proposed site of Cowboys Auto Parts.

Development Services/Environmental Health inspects the property and surrounding land area for conflicts with surrounding, existing land uses and for potential hazards to public or environmental health. The following details requirements for permit approval and the findings from our site visit. **Based on the findings, it is the recommendation of Collin County Development Services that the permit NOT be approved, due to an inability to comply with Court Order 93-141-11-09.**

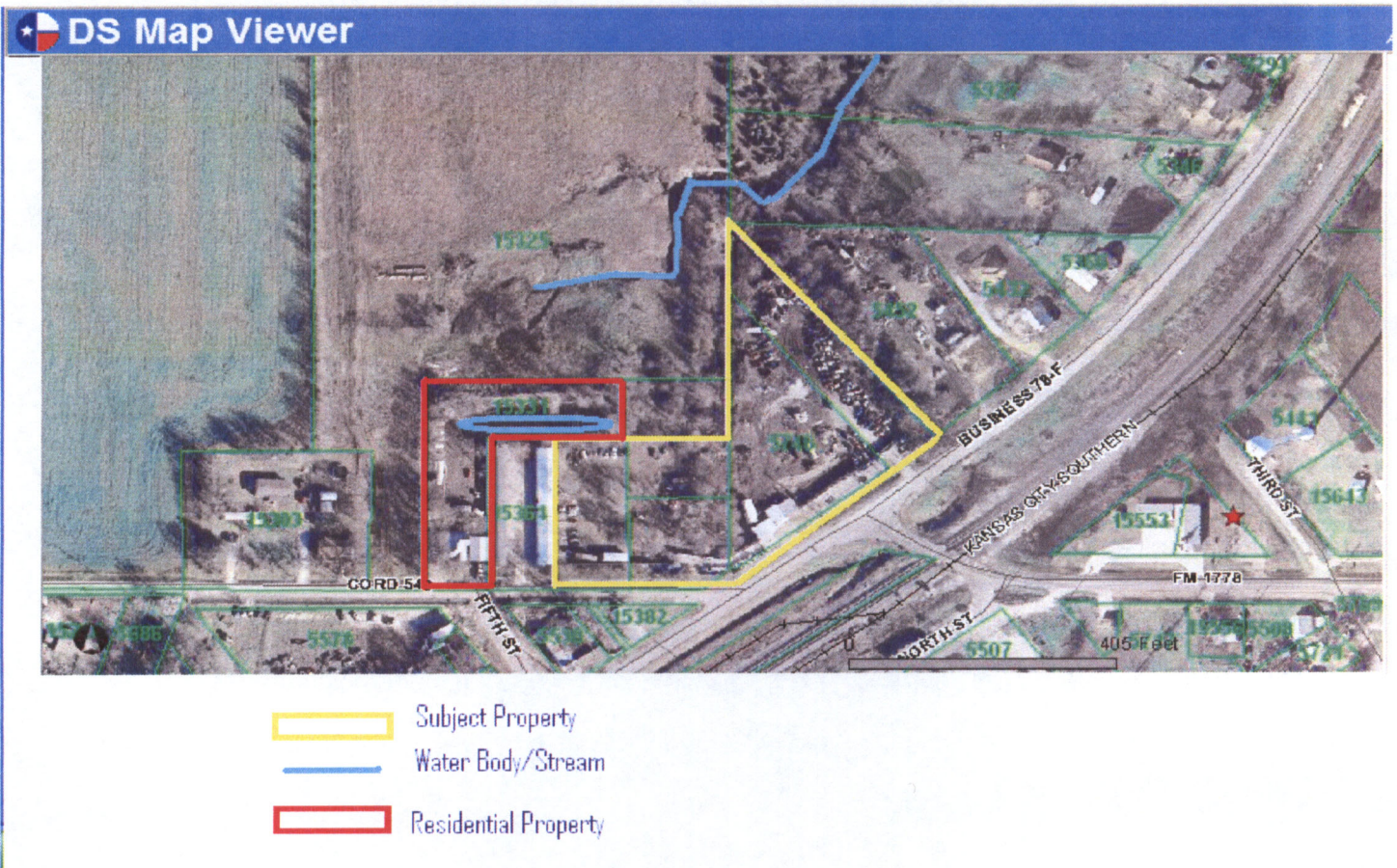
The location requirements for license issuance are:

1. The location of the proposed covered business shall not be detrimental to the public health, safety or welfare; the location of the proposed covered business shall not create a hazard to the environment; the location of the proposed covered business shall not be incompatible with surrounding development –
 - a. **There are no catchment/containment systems in place on the property to keep pollutants/contaminants from washing to adjoining properties in the watershed (see attached photograph – Image 1). A strong odor of fuel is present on and around the property.**
 - b. **The proposed Salvage Yard is immediately adjacent to a large tributary which will send any pollutants/contaminants to downstream properties and waterways. Portions of the tributary are actually on the subject property.**
 - c. **Tons of refuse (pieces of vehicles, scrap metal, lumber, etc.) have been dumped into the tributary along the property. It appears that most (if not all) of this refuse originated on the subject property. The Sheriff's Office and the Fire Marshal's Office issued a joint Notice to Abate letter on February 11, 2010.**
2. The location of the proposed covered business shall not be within one thousand feet (1,000') of any downstream lake, river, creek, tributary or pond; the location of the proposed covered business shall not be within the one hundred (100) year flood plain –
 - a. **There is a pond (on the residential lot) within twenty feet (20') of the property line of the proposed covered business (see attached location map). Not able to achieve the 1000' setback (Image 2).**
 - b. **There is a large tributary that runs across and immediately behind the subject property. Based on the flow patterns of the water, water that crosses the subject property will shed into Lake Lavon. Not able to achieve the 1000' setback (Images 3 & 4).**



Erosion under fence from runoff of water leaving wrecking yard and going into creek.

Image 1





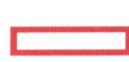
-  Subject Property
-  Water Body/Stream
-  Residential Property

Image 2

