



**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS  
August 25, 1975

The Commissioners Court met with all members present: Floyd Drennan, Charles Still, J. W. Meadows, Offie Nobles and Judge Everett Dean. Judge Dean presided.

Judge Dean read a letter from Ramah Hudson asking for permission to go to a Veterans Service Office School beginning on September 9th and ending on September 11th to be held at Dallas, Texas. A motion was made by Charles Still and seconded by Floyd Drennan for Mr. Hudson to go to this meeting. Motion carried.

A Permit Application from Western Gas Corporation was presented asking for a pipeline to cross a County road which is near Enon and Rosewood. No action was taken on this permit.

District Clerk, Leo Williams asked for a small storage space to be built at the top of the stairs because he needed some extra space for storage. No action was taken on this.

Judge Dean made a report for County Agent John Henry requesting the need for four blinds for the windows in his office. No action was taken on this.

A motion was made by Offie Nobles to change the fee of Grand Jury District Court Jurors and County Court Jurors from \$4.00 per day to \$5.00 per day. A second to this motion was made by J. W. Meadows. Motion carried.

John Reeves who has just completed the Audit for the County met with the Court to answer any questions that the Court wished to ask. Charles Still asked him several questions which Mr. Reeves answered.

J. W. Meadows made a motion to adjourn and a second was made by Floyd Drennan. Meeting adjourned.

<u>Everett Dean</u>	<u>J. W. Meadows</u>
<u>Offie Nobles</u>	<u>C. F. Still</u>

VOL. 17 PG. 82

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY ROADS

Date August 19, 1975

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS 75644

Formal notice is hereby given that WESTERN GAS CORPORATION proposes to place a buried pipeline across and within the right-of-way of County Roads as shown on attached plat.

The location and description of the proposed pipeline and appurtenances is more fully shown by the attached drawing and plat. The line will be constructed and maintained on the county right-of-way as directed by the Commissioners Court in accordance with current Upshur County specifications.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. All drainage ditches and surfaces shall be restored to their original form as near as possible. Adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

It is expressly understood that the Upshur County Commissioner's Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to, or in any manner change the structure of this right-of-way, this pipeline is affected, will be moved under the direction of the Upshur County Commissioner and shall be relocated at the complete expense of the owner.

Proposed operations will begin on or after the 19<sup>th</sup> day of Aug., 1975.

Firm WESTERN GAS CORPORATION

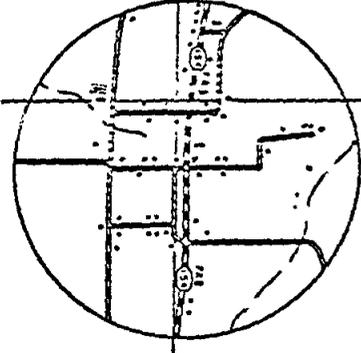
By I.D. Nelson

Title Landman

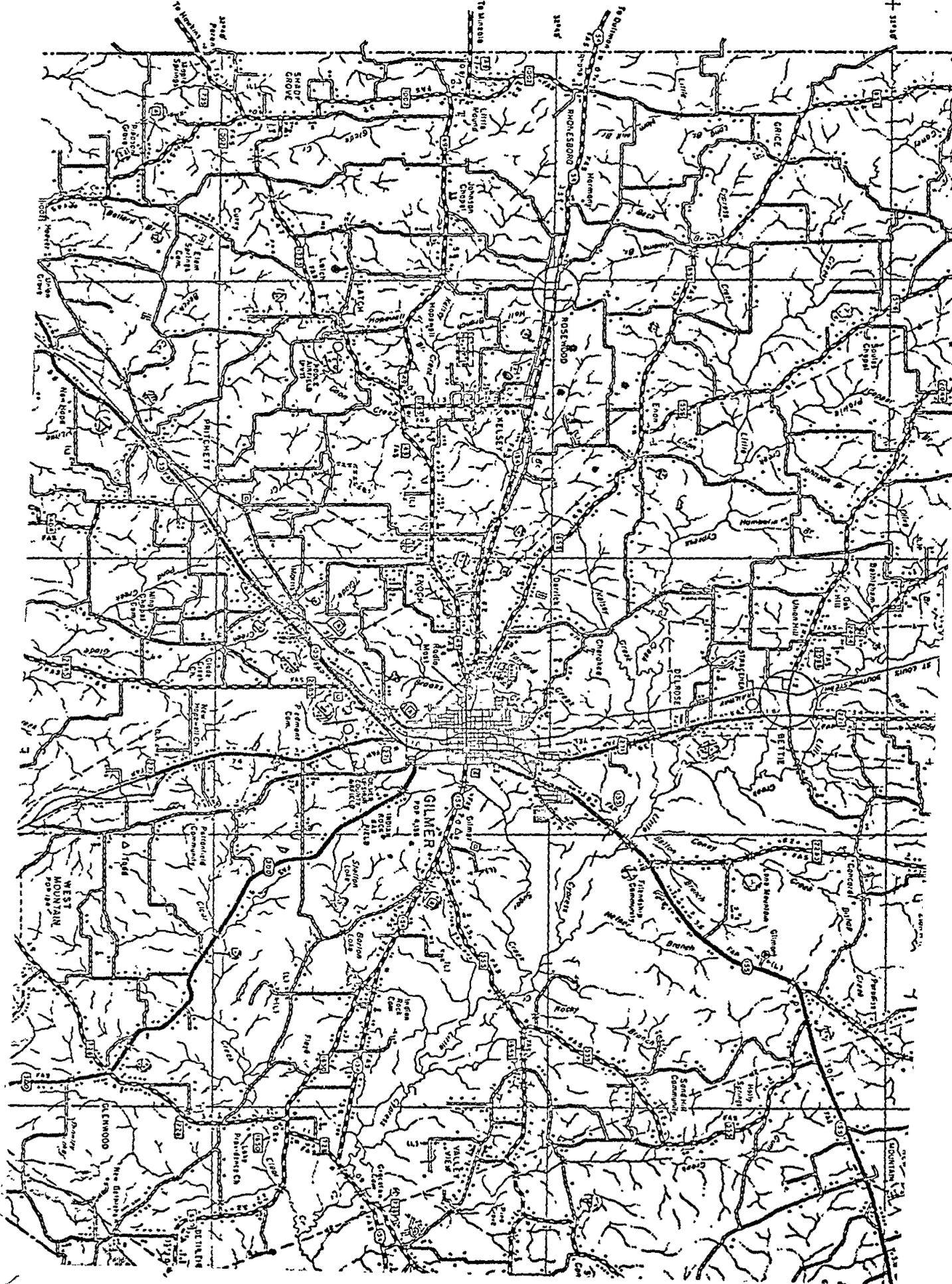
Address P.O. Box 392  
Longview, Texas 75601

THOMAS

ROSEWOOD



Y A T W O O D C O U N T Y



SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS           X

COUNTY OF UPSHUR            X

The undersigned, Western Gas Corporation, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4B, Upshur County, Texas, and in order to get material to market, it is necessary to construct a pipeline across and within a portion of Upshur County roads located in Precinct No. 4B, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of pipeline construction on and over same, enter into the following agreement.

1.

First Party agrees to use only those sections of roads as shown on Exhibit "A" attached.

2.

First Party agrees to construct its pipeline in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is conducting pipeline construction operations on its lands located in Precinct No. 3, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement pipeline construction operations on the part of the First Party.

5.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V. A. C. S., but the rights and authority granted the Commissioner by the terms of Article 6716, V. A. C. S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 19<sup>th</sup> day of August, 1975.

WESTERN GAS CORPORATION

By J. D. Nelson  
First Party Landman

Ernest H. Reed  
COUNTY JUDGE

E. P. Miller  
COMMISSIONER #1

J. W. Meadows  
COMMISSIONER #2

C. L. Hill  
COMMISSIONER #3

Floyd D. Harmon  
COMMISSIONER #4

ROSEWOOD

THOMAS

W O O D C O U N T Y

