



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 3, 1976

Commissioners Court met in special session with the following members present: J. W. Meadows, Charles Still, Floyd Drennan, and Judge Everett Dean.

Those present in court were Sarah Greene and Phillip Williams.

Judge Dean read the minutes of the April 26, 1976 Commissioners Court meeting. Motion was made by J. W. Meadows to approve the minutes with deletion made in the minutes. Motion was seconded by Charles Still after the deletion was made. Motion carried.

Motion was made by Charles Still and seconded by Floyd Drennan to grant a permit to Hardwick Farms to cross Almond Road with a water line in two places. Motion carried. (Copy of application attached)

Motion was made by Charles Still and seconded by J. W. Meadows to approve a permit to J. K. Gage to cross White Oak Road with a water line. (Copy of application attached) Motion carried.

Motion was made by J. W. Meadows and seconded by Charles Still to approve a special road use agreement contract by Texas Oil & Gas Corp. to use Wild Daisy Road $1\frac{1}{2}$ miles south of State Hwy 155. Motion Carried. (Copy attached)

Motion was made by J. W. Meadows and seconded by Floyd Drennan to approve the Upshur County Health Unit budget for the year beginning July 15, 1976 to June 30, 1977. The cost to Upshur County in the budget will be the same as the previous year.

Bruce Morris, County Auditor, was ask to appear before the court and explain the need to finance a portion of the Marion, Upshur, Wood, and Camp Probation Program, which will cost Upshur County not more than \$614.00 per month for the balance of the year of 1976. Motion was made by J.W. Meadows and seconded by Charles Still to approve the payments only through Dec., 1976 and with reservation that the Commissioners Court would be given a report each month of the probation unit activities. Motion carried.

Motion was made by Floyd Drennan and seconded by J. W. Meadows to pay bills. Motion carried.

Motion was made by J.W. Meadows and seconded by Floyd Drennan to adjourn the meeting. Motion carried.

J. W. Meadows
Charles Still
Floyd Drennan
Everett Dean

Charles Still
Floyd Drennan

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 4-29-76

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

Formal notice is hereby given that Herdwick Farm
whose principal address is W. 2. Big Sandy Trce
does propose to place a 2" Water Line
within the ROW of County Road Almond Road
as follows:

To Cross road in 2
places with center line

The location and description of the proposed lines or appertences
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____ 19__

Firm: J. K. Page

Title: _____

Address: R. 2
Big Sandy Trce

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 4-29-76

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

Formal notice is hereby given that _____
whose principal address is _____
does propose to place a Utility Line
within the ROW of County Road Whitlock Road
as follows:

Locate Rd. & Whitlock Rd.

The location and description of the proposed lines or appertenances
is more fully shown by three (3) copies of drawings attached to
this application.

All work will be as directed by the County Commissioner or his
designate in full accordance with Upshur County Road & Bridge
Department policies and specifications.

Proposed construction will begin, if approved, on or after
_____ day of _____ 19__

Firm: J.K. Gage

Title: _____

Address: Rt. 2
Big Sandy, Texas

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Texas Oil & Gas Corp, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, 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 hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Wild Daisy Road 1½ miles south of
State Hwy 155

2.

First Party agrees to use its vehicles 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 removing oil field equipment from its lands located in Precinct No. 2, Upshur County.

4.

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

5.

First Party agrees to post surety bond in the amount of none to Upshur County Commissioners Court to insure performance of agreement.

6.

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.

WIT. SS our hands this the 26 day of April, A.D. 19 76.

[Signature]
FIRST PARTY
400 West Methuen
Lynchburg, Tex 75375
[Signature]
COUNTY JUDGE

COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4