

June 7, 1976

The Commissioners Court met in special session with four members present: Offie Nobles, J. W. Meadows, Charles Still and Judge Everett Dean. Judge Dean presided.

The minutes of the previous meeting of June 1, 1976 were read by Judge Dean. Charles Still made a motion and was seconded by J. W. Meadows to approve the minutes as read. Motion carried.

A special road use agreement contract was presented from C. A. Wheat and Sons asking permission to use the county roads - Aspen Trail and Persimmon Road. Charles Still made motion to approve this application and was seconded by J. W. Meadows. Motion carried. (Copy attached.)

A permit application was presented from Arkansas Louisiana Gas Company asking permission to place a 2" gas line within the right-of-way of County Road-Old James Road and Pickard Street. Offie Nobles made motion to approve this application and was seconded by J. W. Meadows. Motion carried. (Copy attached.)

J. W. Meadows made a motion and a second was made by Charles Still to pay bills. Motion carried.

J. W. Meadows made a motion for the Court to adjourn and was seconded by Offie Nobles. Motion carried. Court adjourned.

Everett Dean

Offie Nobles

J. W. Meadows

C. L. Still

Floyd Drimmer

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, C.A. Wheat & Son
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) Aspen Trail and

Persimmon Road

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 Timber 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 _____ 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.

WITNESS our hands this the 3rd day of June, A.D. 1926.

Chester A Wheat
FIRST PARTY

C. A. Wheat
Pt 2 Box 918
Highway Springs Tex.
639-2662

Lawrence Dean
COUNTY JUDGE

O. P. Webster
COMMISSIONER #1

J. W. Meadows
COMMISSIONER #2

Charles L. Still
COMMISSIONER #3

J. David D. Demmon
COMMISSIONER #4

THE UPSHUR COUNTY COMMISSIONERS COURT
BOX 39
GILMER, TEXAS 75644

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Formal notice is hereby given and request made that ARKANSAS
LOUISIANA GAS Company proposes to place a 2"
gas line within the
right-of-way of County Road Old James Rd. & Pickard St. as follows:

(DESCRIBE AND ATTACH PLAT)

275' of 2" main across Old James and running parallel on Pickard St,
near Diana, Texas.

The location and description of the proposed construction 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 County Commissioners Court in accordance with current Upshur County specifications.

It is expressly understood that the Upshur County Commissioners 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 manner change the structure of this right-of-way, this line, if affected, will be moved under the direction of the Upshur County Commissioners and shall be relocated at the complete expense of the owner.

It is further understood and agreed that Upshur County assumes no liability for damages to any line, pole, construction, or appurtenances in the normal maintenance of the county road.

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

With the approval of the Commissioners Court construction will begin on or after 20 day of May 1976.

FIRM ARKANSAS LOUISIANA GAS CO
BY J. W. Meadows
Manager
Title
Box 859, Gilmer, Texas 75644
Address

APPROVED

Edward R. [Signature]
[Signature]
J. W. Meadows
[Signature]
Floyd [Signature]

(This form to be submitted in duplicate for each proposed installation.)

ARKANSAS LOUISIANA GAS COMPANY

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ENGINEERING DIAGRAM

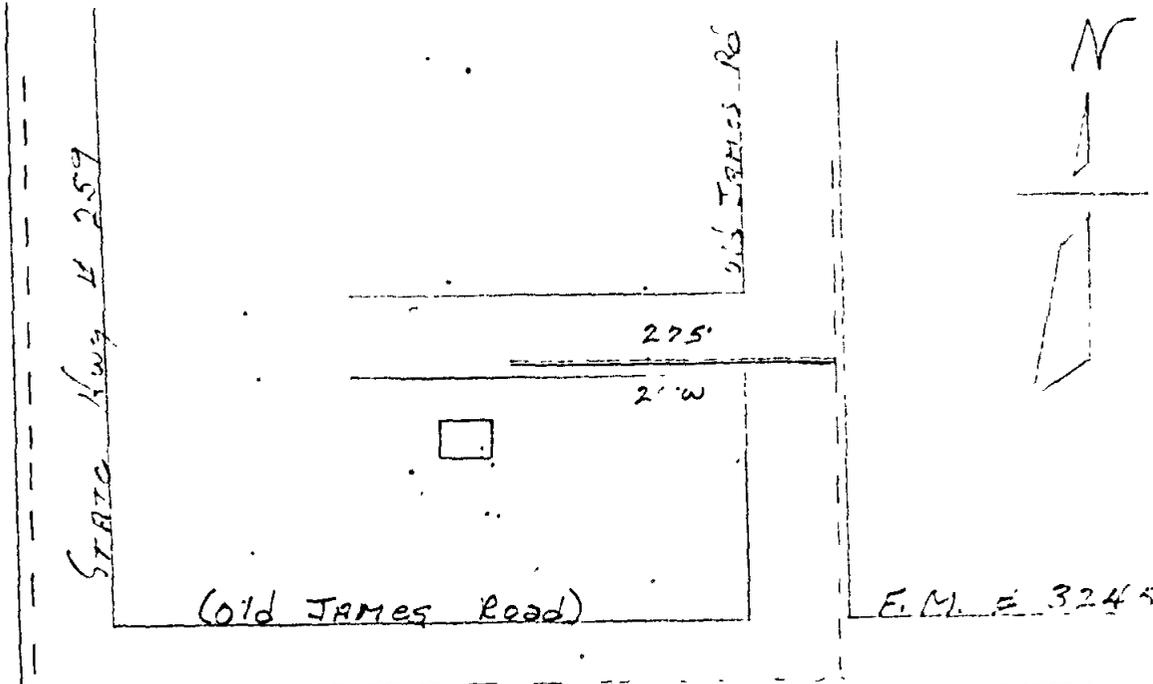
I. O. NO. _____ W O NO. _____ COUNTY UPSHUR STATE TEXAS

PIPE LAID OR REMOVED

SIZE	STEEL C I PLASTIC	HOW COUPLED	AMOUNT	WEIGHT PER FOOT.	WALL THK	GRADE	NEW OR #2	COATING	MANUFACTURER	OTHER

FITTINGS AND OTHER MATERIAL Leaves - For County Permit

WORK COMPLETED _____ 19 _____ INV MAP 1738-D SERVICE MAP _____ STREET _____
 FOREMAN T. S. S. - P. A. - U. S. N. TOWN DIANA PLAT _____



BELOW FOR USE OF ENGINEERING DEPARTMENT

C. P.: STA. ETC.	SIZE	LAID				REMOVED				INV MAP				

DIAG NO _____ CHECKED _____ POSTED AT _____ SPORT _____ BY _____