

**UPSHUR COUNTY COMMISSIONERS COURT**

GILMER, TEXAS

July 8, 1976

Commissioners Court met in special session on July 8, 1976, with all members present: Offie Nobles, J.W. Meadows, Charles Still, Floyd Drennen, and Judge Everett Dean.

Judge Dean read the minutes of the June 14, 1976 meeting. Charles Still made a motion, seconded by J.W. Meadows to approved the minutes as read. Motion carried. Also the minutes of June 21, 1976 were read. J.W. Meadows made the motion the minutes stand approved, seconded by Charles Still. Motion carried.

Mrs. Frances Willis, director of Gregg-Harrison Mental Health and Mental Retardation Center, met with court asking that they approve the change of name of the Mental Health and Mental Retardation Center to Sabine Valley Regional Mental Health Mental Retardation Center, and also ask the court to approve the Board of Trustees, which are nine trustees for the six counties. Precinct 3 Commissioner Charles Still will represent Upshur County. Motion was made by J.W. Meadows, seconded by Judge Dean, to approve the name change and Board of Trustees, motion carried.

A permit application from Reed Thacker to place driveway culvert on right-of-way of county road-Elderberry Road. Charles Still made a motion to approve this permit, only for this culvert to be placed under his supervision as this is a dangerous place. It was seconded by J.W. Meadows. Motion carried.

A permit application from Eddie E. Redford to place a water line on right-of-way of county road-Cra Apple Road. Charles Still made a motion to approve permit, seconded by Floyd Drennen. Motion carried.

A permit application from Bobby Mackey to place a driveway culvert on right-of-way of county road-Holly Lane. Charles Still made the motion, seconded by Floyd Drennen to approve permit, motion carried.

A permit application from Arkla Gas Co. to cross two county roads with a four inch pipeline in a eight inch casing. Charles Still asked that this permit be returned to the company with one of the Upshur County permit forms, for Arkla Gas Co. to complete and return with application. Judge Dean said he would return a application to Arkla Gas Co., asking that they complete Upshur County Permit and return for approval of the court.



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GILMER, TEXAS

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Judge Dean read letter from Constable Leon Willeford asking for travel pay. Motion was made by Offie Nobles, seconded by J.W. Meadows to approve \$40 a month for travel pay. Motion carried.

J.W. Meadows made a motion to approve the bills, seconded by Floyd Drennen. Motion carried.

Charles Still made a motion to adjourn, motion carried.

August Dean
Offie Nobles
J.W. Meadows
Charles Still
Floyd Drennen

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date. 6-28-76

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

Formal notice is hereby given that Reed Thacker
whose principal address is Route 3 Box 190 Gilmer Texas
does propose to place a Culvert
within the ROW of County Road Eldersburg Road
as follows:

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 III 19__

Firm: Ben Thacker
Title: _____
Address: Route 3 Box 190
Gilmer Texas

*This to be done under supervision of
the County Commissioner
mfg
7-6-76*

APPROVAL OF PERMIT APPLICATION

Date 7-6-76

TO Leed Shacker
Route 3, Box 190
Bellevue, Ky 25844

The Upshur County Commissioners Court offers no objections

to the location on the right-of-way of your proposed Driveway

Culvert line as shown by accompanying drawings and notices dated 6-28-76 except as

noted below: This shall be done under the supervision of the Co. Commissioner.

It is expressly understood that the Upshur County Commissioners Court does not consent, 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 appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the county right-of-way shall be performed in accordance with the Commissioners Courts 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. Special specifications for placing this line are as follows:

1. Barricades, warning signs and lights, and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have a minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all

operating equipment and materials. No equipment, or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints, or couplings.

7. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch.

9. Lines crossing under roads and under cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways shall be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surfacing no wider than 4 inches. In the event a cut is permitted the following conditions will govern:

- (a) Excavation areas are to be filled and packed with compatible material,
- (b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in that Commissioners' precinct.

12. Where in the opinion of the Upshur County Commissioners Court it may be considered necessary to protect losses incurred by damages to the roads, bridges, on right-of-way structures, they may by action of the Court require a surety bond in the amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners' Court, an inspector is necessary, the party receiving permit will bear the cost of an inspector.

Approved: Samuel S. News County Judge

Approved: County Commissioners

Precinct 1 G. H. H. Tucker

Precinct 2 J. W. Meadows

Precinct 3 J. S. Ford

Precinct 4 Wm. J. Johnson

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 6-30-74

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

Formal notice is hereby given that Eddie E. Redford
whose principal address is R 2, Big Sandy, Texas
does propose to place a water line
within the ROW of County Road Crabapple

as follows: will tap main line in
North side of road and place
meters on North side of Road

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: Pritchett Water
Title: JR Day
Address: _____

Approved
7-6-74

APPROVAL OF PERMIT APPLICATION

Date 7-6-76TO Eddie E. Redford
Attn. Big Sandy
Tex.

The Upshur County Commissioners Court offers no objections to the location of the right-of-way of your proposed water line line as shown by accompanying drawings and notice dated 6-30-76 except as noted below: On Crayfle Road

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 any manner change the structure of this right-of-way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the county right-of-way shall be performed in accordance with the Commissioners Courts 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. Special specifications for placing this line are as follows:

1. Barricades, warning signs and lights, and flares when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have a minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all

erating equipment and materials. No equipment, or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.

All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of sewer pipe, joints, or couplings.

7. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch.

9. Lines crossing under roads and under cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roads shall be cast iron or equivalent pipe.

Where evidence is presented indicating the practicability of boring or tunnelling, the Commissioners Court may grant permission to cut the surfacing no wider than 4 inches. In the event a cut is permitted the following conditions shall govern:
(a) Excavation areas are to be filled and packed with compatible material,
(b) The surfacing will be replaced with equivalent quality surfacing.

10. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in that Commissioners' precinct.

11. Where in the opinion of the Upshur County Commissioners Court it may be considered necessary to protect losses incurred by damages to the roads, bridges, or right-of-way structures, they may by action of the Court require a surety bond in the amount sufficient to cover any damages.

12. Where, in the opinion of the Commissioners' Court, an inspector is necessary, the party receiving permit will bear the cost of an inspector.

Approved: [Signature] Court Judge
Approved: County Commissioners
Precinct 1 [Signature]
Precinct 2 [Signature]
Precinct 3 [Signature]
Precinct 4 [Signature]

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 7-1-76

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

Formal notice is hereby given that Bobby Mackey
whose principal address is Rt 3 Gilmer Tex
does propose to place a Drain Culvert
within the ROW of County Road Folly Lane
as follows:

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: _____
Title: Bobby Mackey
Address: _____

Approved
7-6-76

APPROVAL OF PERMIT APPLICATION

Date 7-6-1976

To Bobby Smiley
Rt 2, Biltmore
Box 7544

The Upshur County Commissioners Court offers no objections to the location on the right-of-way of your proposed Driveway Culvert line as shown by accompanying drawings and notice dated 7-1-76 except as noted below:

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 any manner change the structure of this right-of-way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the county right-of-way shall be performed in accordance with the Commissioners Courts 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. Special specifications for placing this line are as follows:

1. Barricades, warning signs and lights, and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles thereto. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.
3. Parallel lines will be installed as near the right-of-way lines as is possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.
4. Overhead lines will have a minimum clearance of 18 feet above the road surface at the point of crossing.
5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all

operating equipment and materials. No equipment, or installation procedures will be used which will damage any road surface or structures. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a direct result of this installation will be borne by the owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right-of-way line to right-of-way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length. Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints, or couplings.

7. All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch.

9. Lines crossing under roads and under cross roads within the right-of-way shall be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadways shall be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surfacing no wider than 4 inches. In the event a cut is permitted the following conditions will govern:

- (a) Excavation areas are to be filled and packed with compatible material,
- (b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in that Commissioners' precinct.

12. Where in the opinion of the Upshur County Commissioners Court it may be considered necessary to protect losses incurred by damages to the roads, bridges, on right-of-way structures, they may by action of the Court require a surety bond in the amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners' Court, an inspector is necessary, the party receiving permit will bear the cost of an inspector.

Approved: Lucius H. Means
County Judge

Approved: County Commissioners

- Precinct 1 Chas. Noble
- Precinct 2 J. W. ...
- Precinct 3 ...
- Precinct 4 ...

LEASE AGREEMENT

THIS LEASE, made this the 8 day of July, 1976, between Long Motor Company of Gilmer, Texas, hereinafter known as LESSOR, and Upshur County Prot. #1 a quasi municipal corporation of the State of Texas, as LESSEE, acting by and through its COMMISSIONER'S COURT Pursuant to an order duly and regularly passed on the 8 day of July 1976, witnesseth that:

Whereas, the LESSEE requires the use of the following equipment:

One new 1976 Ford F602 158" Chas. Cab (2-Ton Truck) with Dump Body Motor # F6DVB25562

hereinafter referred to as Truck for the purpose of building and maintaining roads; and where, as, there is now available, and will be available in said County's Road and Bridge Fund, monies which it may lawfully spend for leasing said Truck

1. Now therefore, the LESSOR in consideration of the payment of none and payment of lease installments hereinafter reserved, hereby leases to LESSEE, said Truck for a minimum period commencing on the date of this LEASE and ending March 15, 1979, on the following terms:

- | | | |
|--------------------------------|-----------|-----------|
| 1. <u>1819.00 due 3/15/77</u> | 13. _____ | 19. _____ |
| 2. <u>1819.00 due 10/15/77</u> | 14. _____ | 20. _____ |
| 3. <u>1819.00 due 3/15/78</u> | 15. _____ | 21. _____ |
| 4. <u>1819.00 due 10/15/78</u> | 16. _____ | 22. _____ |
| 5. <u>1819.00 due 3/15/79</u> | 17. _____ | 23. _____ |
| 6. _____ | 18. _____ | 24. _____ |

2. The LESSEE acknowledges receipt of above desired Truck, in good order and new condition and upon the expiration of the terms of this lease (in the event the option hereinafter referred to has not been exercised) or upon the prior termination of this lease, the LESSOR shall be entitled to the immediate possession of said Truck and the LESSEE shall thereupon deliver said Truck to the LESSOR at Gilmer, Texas, in good order and condition, ordinary wear and tear thereof excepted.

3 The LESSEE shall have the right to make any reasonable and lawful use of said Truck and shall take reasonable and proper care thereof, and at its own expense make all necessary repairs and replacements In the event of any default by the LESSEE in the payment of rent, or otherwise, this LEASE shall terminate at the option of the LESSOR

4. The LESSOR hereby gives the LESSEE the option to purchase said Truck in its then condition, at any time during the terms of this LEASE (or within any extension or renewal thereof) or within five days thereafter for the purchase price of \$ 9095.00 to be paid in cash or legally issued County Warrants plus 6% per annum interest on the amount from the date of this LEASE until such purchase price has been paid, from which total amount shall be deducted rentals theretofore paid In the event said option of purchase is exercised, however, all rentals theretofore paid shall be deducted therefrom as of the dates such rental installments were paid In the event the payments are not paid at maturity they shall bear six percent per annum interest until paid.

5. The LESSOR hereby gives the LESSEE the option to renew or extend this LEASE at any time during the term thereof, or within five days thereafter, and upon the same terms and conditions as herein stipulated, said renewal or extension, if any, to be endorsed upon this LEASE and signed by both parties thereof.

6. It is hereby expressly understood and agreed that the LESSOR shall not in any case, or under any circumstances, be held liable for any loss or damage, or claims for loss or damage, of any kind or character whatsoever, to persons or property, or otherwise, arising from, or in any manner connected with the use or operation of said Truck and any and all loss or damage, and claims for loss or damage, are hereby specifically waived by the LESSEE.

7 It is expressly agreed and understood that this LEASE does not obligate the LESSEE to purchase said Truck or to renew this LEASE It is further expressly agreed and understood that if in the future the LESSEE avails itself of the option either to renew this LEASE or to purchase said Truck as herein provided, it will do so only upon the condition that at the time of exercising said option or renewing this LEASE it either has available for said purpose, monies currently available which it will then be lawfully entitled to expend or is lawfully entitled to incur the necessary liability for the rental or the payment of the purchase price

8. Any notice that either party desires to give to the other shall be in writing and forwarded by registered mail to the last known address of the other party.

9. This LEASE is executed in triplicate, a copy of which LESSEE hereby acknowledges having received.

By Long Motor Company LESSOR
Herbert Counts

By Upshur County Prot #1 LESSEE
Robert Dean
County Judge

David Nobiles
Commissioner, Precinct No 1

Joe Meadows
Commissioner, Precinct No 2

C.H. Steel
Commissioner, Precinct No 3

ATTEST
J.B. Hill, Jr.
County Clerk

Commissioner, Precinct No 4

STATE OF TEXAS
COUNTY OF Upshur

J. B. Hill, Jr., County Clerk in and for Upshur County, Texas do hereby certify that the above and foregoing is true and correct copy of the LEASE AGREEMENT entered into this date by and between Long Motor Company, as LESSOR, and Upshur County Prot #1 County, Texas, as LESSEE, and the same appears of record in Vol. 17, Page _____, of the COMMISSIONERS' COURT MINUTES of Upshur County, Texas.

Given under my hand and seal of office, this, the 9 day of July, 1976 A. D.

J.B. Hill, Jr.
County Clerk, Upshur County, Texas

LEASE AGREEMENT

between _____
and _____

Assignment of Lease

Date July 8, 1976
City Gilmer
State Texas

For value received the undersigned does hereby sell, assign, and transfer unto Farmers & Merchants National Bank, Gilmer the annexed lease dated July 8, 19 76, made by the undersigned to Upshur County Prot #1 Gilmer, Texas
(Lessor's Name) (Address)

of Model F602 Ford Truck Machinery, ~~SEXTON~~ Motor #F60DVB25562 and all property therein described, all moneys due and to become due thereunder and the proceeds of any policy or policies of insurance required by said lease and all of the right, title and interest of the undersigned in and to said lease, property and moneys due or to become due thereunder and in and to the proceeds of any policy or policies of insurance required by said lease and in consideration of the acceptance of this assignment by F & M Natl Bank and as a part of the same transaction the undersigned hereby guarantees the payment of all moneys due, or to become due thereunder, and that the Lessee will perform each and every term, covenant and condition of said lease, at the time and in the manner therein specified, and the undersigned does hereby agree that in the event of default by the aforesaid Lessee in the performance of any of said covenants and agreement, including said payments of rental as they shall fall due, that immediately upon any such default, without further notice, the undersigned will pay to F & M Natl Bank said money so in default or perform said covenants and conditions so in default.

The Undersigned warrants to Farmers & Merchants Natl Bank:
(1) the title to the property described in said lease; (2) that said lease is a valid and original lease; (3) that the Lessee in said lease has capacity to contract and that the signatures thereto are the genuine signatures of the parties whose signatures they purport to be; (4) that the unpaid balance of the rent specified in said lease is Nine thousand ninety five and no/100 Dollars, as appears from the face thereof; (5) that the Lessee named in said lease (or his assignee) is not in default and has made all payments and has done and performed all acts and things on his part required to be done, paid or performed by the terms of said lease to the date of this assignment, (6) that any insurance required by said lease has been effected and is now in full force and effect.

The liability of the undersigned shall not be affected by any indulgence, compromise, settlement, extension of credit, or variation of terms effected by the Lessee or any person interested. Notice of acceptance of this guaranty, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, and possessory remedies, and the right to remove any action from the Court originally acquiring jurisdiction are hereby expressly waived by the undersigned.

Long Motor Company (L. S.)
(Lessor's Signature)
By Robert Davis
(Official Title of Company)

The undersigned Lessee acknowledges receipt of copy of the foregoing assignment this _____ day of July, 19 76, and agrees to make all payments due under said lease to F & M Natl Bank at Gilmer, Texas

Upshur County Prot #1 (L. S.)
(Lessee's Signature)
By _____
(Signature of Authorized Officer)