



## UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

December 19, 1977

Commissioners Court met in Special Session with all members present.

Judge Dean read minutes of Dec. 12, 1977 meeting. J. W. Meadows made a motion, seconded by Bernice Nobles, for the minutes to stand approved as read. Motion carried.

Motion was made by Charles Still, seconded by Floyd Drennon to approve a permit application from Pritchett Water Supply to place a water line on ROW of County Road, Elderberry Road. Motion carried. Copy attached.

Floyd Drennon made a motion, seconded by J. W. Meadows to approve the application from Butch Ragland to place a driveway culvert on ROW of County Road on Rt. 4. Motion carried. Copy attached.

The Court received three bids for the Sheriffs car. Bids were made by Yazell Chevrolet, Long Motor Co., and Beavers Motor Co. The low bid was by Beavers Motor Co. Motion was made by Charles Still and seconded by Judge Dean to place the bids in the Court minutes. Motion carried.

Motion was made by J. W. Meadows, seconded by Bernice Nobles to approve the unpaid bills. Motion carried.

Judge Dean ask for the Court to meet Friday, Dec. 30, 1977 as Dec. 26th would be a Holiday.

Motion was made by J. W. Meadows, seconded by Bernice Nobles to adjourn. Motion carried.

*[Handwritten signatures]*  
Bernice Nobles      J. W. Meadows  
Charles L. Still  
Floyd Drennon

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 12-15-77

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

Formal notice is hereby given that BUTCH RAGLAND  
whose principal address is RT 4 GILMER  
does propose to place a DRIVEWAY CULVERT  
within the ROW of County Road \_\_\_\_\_  
as follows:

The location and description of the proposed lines or  
appurtenances 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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

*approved*  
*12-19-77*

KEITH BARBER  
COUNTY AUDITOR  
UPSHUR COUNTY  
GILMER, TEXAS

FILED  
J.B. HILL, JR.  
CLERK UPSHUR COUNTY  
1977 DEC 19 AM 10:18

Upshur County is seeking bids on 2 (two) autos for the Upshur County Sheriff's Department. Bids will be opened Dec. 12, 1977, 10:00 AM in Commissioners Court. Purchases will be made on the basis of lowest and, or best bid.

Upshur County reserves the right to reject any and all bids.

Should any of the specifications substantially delay delivery please note. Any questions should be directed to Upshur County Sheriff, Doyle Johnson, 843-2541, or Auditor, Keith Barber, 843-3226.

Specifications:

350 V8 4 Brl. or comparable  
Heavy duty transmission  
Heavy duty radiator  
Heavy duty alternator  
Heavy duty battery  
Heavy duty shocks  
4 Door with power locks  
Gauges  
Air Conditioning  
Power steering and brakes  
Dual mirrors  
Dual exhaust  
Electric clock  
Pos. trsc. rear end  
Fabric radial b/w tires

KEITH BARBER  
COUNTY AUDITOR  
UPSHUR COUNTY  
GILMER, TEXAS  
December 19, 1977

FILED  
J.B. HILL, JR.  
CLERK UPSHUR COUNTY  
1977 DEC 19 AM 10:18

Re: Tabulation of bids on Sheriff's autos.

Upshur County Commissioners Court,

All bids meet or exceed specifications and are listed below:

	1 unit	2 units
Yezell Chev.-Olds., Inc.	5,864.52	11,729.04
Long Motor Co., Inc.	5,785.89	11,571.78
Beavers Motor Co.	5,435.00	10,870.00

*Approved*  
*12-19-77*



Long Motor Company, Inc. FILED

621 North Wood Street  
GILMER, TEXAS 75644

Telephone Area Code 214-848-2222  
CLERK UP SHUR COUNTY

VOL. 18 PG. 119

1977 DEC 19 AM 10:18

December 9, 1977

Upshur County Sheriff's Department  
Gilmer, Texas

Dear Sirs:

I would like to submit a bid on the following:

1978 LTD 4 Dr.  
351 CID Police Package (included in this package:  
Alternator: 70 ampere, single two-point drive  
Axle, Traction-lok: with heavy-duty 9-inch, four-  
pinion axle  
Battery: 77-ampere-hour, heavy-duty  
Brakes: Power front disc/rear 11-inch flared drum  
with organic linings  
Cooling package: Maximum  
Decklid release: Remote-control electric  
Exhaust system: Single  
Frame: Heavy-duty  
Handling suspension: Heavy-duty with rear  
stabilizer bar  
Map light, dual beam  
Seat, heavy-duty front seat trim: All-vinyl optional  
Speedometer: 0-140 MPH calibrated in 2 MPH increments  
Steering, Power: With forward-mounted oil cooler  
Tires: HR70x15 BSW "Police Special"  
Transmission, Automatic: With first gear "lock-out"  
feature designed to eliminate the possibility of  
manually holding the transmission in first gear, as  
is possible with the regular Cruise-O-Matic transmission.  
The transmission may be held manually in second gear.  
When placed in the "Drive" position, the transmission  
has fully automatic, three-speed operation.  
Transmission oil cooler  
Voltage regulator: Transistorized  
Wheels: Heavy-duty 15x6.5-inch safety rims)

Power door locks  
Gauges  
Air Conditioning  
Dual mirrors  
Electric clock  
Pos. trac. rear end



*Long Motor Company, Inc.*

621 North Wood Street  
GILMER, TEXAS 75644

Telephone Area Code 214-843-2521

List price on this unit is	\$6930.55	
Less discount	1219.66	
Net	5710.89	+ 75.00 = 5785.89

Thank you for the opportunity of bidding on this unit.

Very truly yours,

A handwritten signature in cursive script that reads "Ray Alexander".

Ray Alexander, V-Pres.

RA:cb

Muffler shops in Longview will add dual exhaust for approximately \$75.00.



# YAZELL CHEVROLET-OLDSMOBILE, INC.

701 SOUTH WOOD STREET  
GILMER, TEXAS 75644  
849-2561

FILED  
2/28/77  
CLERK UP SHUR COUNTY



City of Gilmer - Upshur County 1977 Dec 1977 10:18 1/29/77

PURCHASER'S NAME: Police Dept SOCIAL SECURITY NO: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE: \_\_\_\_\_

STREET ADDRESS: ATT. MR. DOYLE JOHNSON CITY: Gilmer STATE: Texas ZIP: \_\_\_\_\_

RESIDENCE PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING

YEAR: 1978 MAKE: Chev

MODEL OR SERIES: IMPALA BODY TYPE: 4 door

COLOR: SOLID TRIM: VINYL

IDENTIFICATION NO: \_\_\_\_\_ ENGINE TYPE: \_\_\_\_\_

MILEAGE: \_\_\_\_\_

TO BE DELIVERED ON OR ABOUT: \_\_\_\_\_ STOCK NO: \_\_\_\_\_

SALESMAN: Roy Owens

USED VEHICLE TRADED IN AND/OR OTHER CREDITS: \_\_\_\_\_

MAKE OF TRADE-IN: \_\_\_\_\_

YEAR: \_\_\_\_\_ MODEL: \_\_\_\_\_ BODY: \_\_\_\_\_

SERIES: \_\_\_\_\_

I CERTIFY THAT THE ODOMETER READING ON MY ABOVE TRADE READS \_\_\_\_\_ MILES THE ODOMETER HAS \_\_\_\_\_ HAS NOT \_\_\_\_\_ EXCEEDED 100,000 MILES

Signature: \_\_\_\_\_

CASH DELIVERED PRICE OF VEHICLE		
1978 Chev Impala 4 Door	\$	5282.55
Freight		388.00
ACCESSORIES HYDRA Matic TRANS	\$	N/C
350 V8 4BBL ENG		300.00
H.D. RADIATOR		40.00
H.D. ALTERNATOR		N/C
H.D. Battery		28.00
H.D. Shocks		
H.D. SUSPENSION		38.00
H.D. FRT & REAR STABILIZER BARS		
POWER DOOR LOCKS		114.00
GAUGES		50.00
FACT AIR COND.		569.00
Power Steering		N/C
Power Disc Brakes		N/C
(2) outside R.V. MIRRORS		48.00
DUAL EXHAUST-(ADD'D)		155.00
Exact Clock		21.50

IDENTIFICATION NO: \_\_\_\_\_

BALANCE OWED TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

USED TRADE-IN ALLOWANCE: \$ \_\_\_\_\_

BALANCE OWED ON TRADE-IN: \$ \_\_\_\_\_

NET ALLOWANCE ON USED TRADE IN: \$ \_\_\_\_\_

DEPOSIT OR CREDIT BALANCE: \$ \_\_\_\_\_

CASH WITH ORDER: \$ \_\_\_\_\_

TOTAL CREDIT (TRANSFER TO RIGHT COLUMN): \$ \_\_\_\_\_

Cash Price of Vehicle & Accessories	\$	
STATE AND LOCAL TAXES		
License, License Transfer, Title, Registration Fee		
TOTAL PRICE OF UNIT	\$	
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	\$	
UNPAID CASH BALANCE DUE ON DELIVERY	\$	

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE

Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order

"THANK YOU — WE APPRECIATE YOUR BUSINESS"

PURCHASER'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY: Yazell Chev Olds (DEALER)

PER: Roy Owens (NAME AND TITLE) DATE: \_\_\_\_\_

ORIGINAL RETAIL ORDER FOR A MOTOR VEHICLE



**YAZELL CHEVROLET-OLDSMOBILE, INC.**  
 701 SOUTH WOOD STREET  
 GILMER, TEXAS 75644  
 849-2561

Page II



City of Gilmer - Upshur County

PURCHASER'S NAME: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE: \_\_\_\_\_

STREET ADDRESS: ATTN MR Doyle Johnson CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

RESIDENCE PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

VEHICLE BEING PURCHASED:  NEW  CAR  USED  TRUCK  DEMO  OTHER

YEAR: 1978 MAKE: Chev

MODEL OR SERIES: Impala BODY TYPE: 4 Door  
 COLOR: \_\_\_\_\_ TRIM: \_\_\_\_\_

IDENTIFICATION NO: \_\_\_\_\_ ENGINE TYPE: \_\_\_\_\_

MILEAGE: \_\_\_\_\_

TO BE DELIVERED ON OR ABOUT: \_\_\_\_\_ STOCK NO: \_\_\_\_\_

SALESMAN: \_\_\_\_\_

USED VEHICLE TRADED IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN: \_\_\_\_\_

YEAR: \_\_\_\_\_ MODEL: \_\_\_\_\_ BODY: \_\_\_\_\_

SERIES: \_\_\_\_\_

I CERTIFY THAT THE ODOMETER READING ON MY ABOVE TRADE READS \_\_\_\_\_ MILES. THE ODOMETER HAS \_\_\_\_\_ HAS NOT \_\_\_\_\_ EXCEEDED 100,000 MILES

Signature: \_\_\_\_\_

IDENTIFICATION NO: \_\_\_\_\_

BALANCE OWED TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

USED TRADE-IN ALLOWANCE: \$ \_\_\_\_\_

BALANCE OWED ON TRADE IN: \$ \_\_\_\_\_

NET ALLOWANCE ON USED TRADE IN: \$ \_\_\_\_\_

DEPOSIT OR CREDIT BALANCE: \$ \_\_\_\_\_

CASH WITH ORDER: \$ \_\_\_\_\_

TOTAL CREDIT (TRANSFER TO RIGHT COLUMN): \$ \_\_\_\_\_

CASH DELIVERED PRICE OF VEHICLE: \$ \_\_\_\_\_

ACCESSORIES: \$ \_\_\_\_\_

POST TRACT REAR AXLE 63.00

GLASS BELTED RADIAL TIRES NC

VINYL INTERIOR 94.00

TINTED GLASS 76.00

7196.55

less Disc 1332.03

Net 5864.52

\* INSTALL AM RADIO 21.00 EXTRA

Cash Price of Vehicle & Accessories: 5864.52

STATE AND LOCAL TAXES

License, License Transfer, Title, Registration Fee

TOTAL PRICE OF UNIT: \$ \_\_\_\_\_

TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN): \$ \_\_\_\_\_

UNPAID CASH BALANCE DUE ON DELIVERY: 5864.52

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE  
 Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order  
 "THANK YOU — WE APPRECIATE YOUR BUSINESS"

PURCHASER'S SIGNATURE: \_\_\_\_\_  
 ACCEPTED BY: \_\_\_\_\_ (DEALER)  
 PER: \_\_\_\_\_ (NAME AND TITLE) DATE: \_\_\_\_\_

1. As used in this Order, the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) "Purchaser" shall mean the party executing this Order as such on the face hereof, and (c) "Manufacturer" shall mean the Company that manufactured the vehicle or chassis, it being understood by Purchaser and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Seller and Manufacturer with respect to new motor vehicles

2. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new motor vehicle, such used motor vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefor, less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser.

3. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted herein.

5. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.

6. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at anytime without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

7. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

8. The price for the motor vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

9. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Order will execute such other forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.

RETURN OF SPECIAL ELECTION  
CITY OF EAST MOUNTAIN  
UPSHUR COUNTY, TEXAS

TO THE HONORABLE COUNTY JUDGE OF UPSHUR COUNTY, TEXAS:

We, the undersigned, the Presiding Judge and other officials for an election held in the proposed City of East Mountain, Upshur County, Texas at East Mountain Volunteer Fire Department Building in said proposed City, on the 20th day of December, 1977 upon the proposition set forth in an order calling said election by the said Honorable Judge of Upshur County, Texas, do hereby certify that at said election only qualified voters, as set out in Article 1137 V.A.C.S. and The Texas Election Code, were permitted to vote, and there were 209 votes cast, of which there were cast:

FOR: CORPORATION 125 Votes  
FOR: NO CORPORATION 84 Votes

We herewith return the tally sheet, poll sheets and other election records and supplies of such election.

WITNESS our hands this the 20 day of December, 1977.

W. C. Mathis  
Presiding Judge

Betty L. Miller  
Election Official

Ruby H. Mathis  
Election Official

ORDER DECLARING RESULT OF SPECIAL  
ELECTION TO INCORPORATE EAST MOUNTAIN

THE STATE OF TEXAS     §

COUNTY OF UPSHUR     §

On this the 29 day of December, 1977, there came on to be considered by me, County Judge of Upshur County, the returns of an election held on the 20th day of December, 1977, within the boundaries of a proposed Town of East Mountain, Upshur County, Texas, which boundaries are described by attachment hereto, marked Exhibit "A", and made a part hereof, said returns having been presented to me on the 21st day of December, 1977.

It appears to my satisfaction that said election was in all respects legally held, and said returns were duly and legally made.

After a canvass of the returns I find that there were cast at said election 209 valid and legal votes, of which number were cast:

FOR: CORPORATION	<u>125</u>	Votes
For: NO CORPORATION	<u>84</u>	Votes

IT IS, THEREFORE, FOUND AND DECLARED AND SO ORDERED by me, County Judge, Upshur County, Texas:

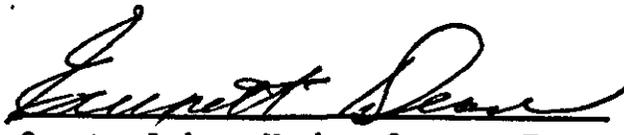
That a majority of the qualified voters in the above named area voting at said election voted to incorporate the Town of East Mountain in Upshur County, Texas, and by the authority vested in me by Article 1139 V.A.C.S., I further hereby order that the inhabitants of the Town of East Mountain within the boundaries of the area described herein, are incorporated and there has been created, by the qualified voters, residing within the area, the incorporated Town of East Mountain, Upshur County, Texas.

VOL. 18 PG. 126

IT IS FURTHER ORDERED that this Order be forthwith entered upon the Commissioners Court Minutes and Records of Upshur County, Texas.

IT IS FURTHER ORDERED that a certified copy of such entry, together with a plat of the Town of East Mountain, be recorded in the Deed Records of Upshur County, Texas.

PASSED, APPROVED AND ADOPTED on this 29 day of December, 1977.

  
County Judge, Upshur County, Texas

RECORDED  
INDEXED  
DEC 29 1977

## Exhibit A

CORPORATE LIMITS  
OF  
THE CITY  
OF  
EAST MOUNTAIN, TEXAS

BEGINNING at a stake at the SEC of a 53 acre tract of land in the name of A O Salter, same being the NEC of a 19 acre tract once owned by Carl Mathis, and said corner being in the WBL of the land once owned by C H Landers, and being in the William King HR. Survey, Abs. No. 264, Upshur County, Texas, and better described as follows:

THENCE South with the WBL of the WBL of the former Landers land to a point in said line 200 feet from the SWC of said tract, and being 200 feet North from the SBL of the William King Survey;

THENCE East and parallel to the SBL of said King Survey and the SBL of the Marshall Mann Survey to a corner 200 feet North of the the SPL of said Mann Survey and at a point 300 feet from the center line of State Highway No. 300;

THENCE in a Northerly direction with a line 300 feet from and parallel to the center line of said Highway No. 300 to a stake 200 feet North of the NBL of the right of way of State F M Road No. 726;

THENCE in a Northeasterly direction 600 feet with a line parallel to the NBL of said F M Road No. 726 to a stake being 300 feet East of the State Highway No. 300;

THENCE in a Southeasterly direction with a line 300 feet distant and parallel to the center line of Highway No. 300 to where said line intersects the Upshur and Gregg County Line;

THENCE S 68 deg W approximately 3100 feet with said County Line to a point 100 feet West of a public road;

THENCE North with and along the West side of said road and 100 feet from same to a point 100 from said road and 300 feet South of the center of State F M Road No. 1844;

THENCE in a Easterly direction with a line 300 feet from the center line of said State F M Road No. 1844 to a point in said line where same intersects the EBL of an original 17 acre tract once owned by John L Snider;

THENCE South 500 feet with said line to a point for corner;

THENCE West 409 feet to a point in the WBL of said 17 acre tract;

THENCE North 500 feet with said line to a point in said line 300 feet from the center line of State F M Road No. 1844;

THENCE in a Westerly direction with a line 300 feet distant from the center line of State F M Road No. 1844 to a point in said line where same intersects a line 300 feet distant from the center line of State F M Road No. 1845;

THENCE in a southeasterly direction with a line 300 feet distant from the center line of said Highway No. 1845 to the point where said line intersects the Upshur-Gregg County Line;

THENCE S 68 deg W 647.2 feet to a point in said County Line 300 feet in a westerly direction from the center line of said State F M Road No. 1845;

THENCE in a northwesterly direction with a line 300 feet distant from the center line of said State F M Road No. 1844 to a point in said line 300 feet from the center line of State F M Road No. 1844;

THENCE West with a line 300 feet from the center line of said State F M Road No. 1844 to a point 250 feet East from the center of a county road running from East Mountain to White Oak;

THENCE in a southerly direction with a line 250 feet from the center of said County road, and 250 feet from the center of Woodchuck Road 250 feet East from said road to a point 250 feet South of Yellowthroat Road;

THENCE in a westerly direction with a line 250 feet South and parallel to the center of said Yellowthroat Road to a point where said line intersects a point 250 feet East from the center of Warbler Road;

THENCE in a southerly direction with a line 250 feet from the center of said road to the point where said road intersects the Upshur-Gregg County Line;

THENCE S 67 deg E 499.9 feet with said County Line to a point in said line 250 feet West from the center of said Warbler Road;

THENCE in a North and northeasterly direction with a line 250 feet from the center of said County road to a point 300 feet from and South of the center line of State F M Road No. 1844;

THENCE in a westerly direction with a line 300 feet South from the center line of said State F M Road No. 1844 to a point 200 feet West from a point South of the SEC of the original Joe Miller 100 acre tract;

THENCE North 600 feet to a stake for corner at a point 300 feet North from the center of State F M Road No. 1844;

THENCE in a line easterly and 300 feet from the center of said State F M Road No. 1844 to a point in said line due South of the SWC of the Primitive Baptist Church;

THENCE in a northerly direction with and along the WBL of said church lot and the property owned by The First Baptist Church to a point 250 feet South of the center of the County Road running from East Mountain to West Mountain;

THENCE in a northwesterly direction with a line 250 feet from the center line of said road to a point due West of the Southern SWC of the Tommy Plankenship land bought from the O'Byrne heirs;

THENCE East 710 feet with a line to a point in the WBL of the right of way of said County Road;

THENCE in a Northwesterly direction with and along the SBL of said County Road to the point where said road intersects the EPL of the original W. A. Tullos 225 acre tract in the Wm. King Survey;

THENCE South 800 feet with the EBL of said tract to a stake for corner in said line;

THENCE West 1230 feet to a stake for corner in the WBL of the Bay Meadows tract of land;

THENCE North with the EPL of same, and to a point in the NBL of the right of way of the County Road;

THENCE in a Southeasterly direction with and along the NPL of said County road to the point where said County Road intersects the SBL of the Tommy Blankenship tract of land;

THENCE East 210 feet with the SBL of said tract to a point in said line and 250 feet East from the center of said East Mountain West Mountain County Road;

THENCE in a Southeasterly direction with a line 250 feet from the center of said County Road to the point where said road intersects the EBL of a small tract owned by the Ramey Estate;

THENCE East with said line to a point in said line 300 feet West from the center of Peacock Road;

THENCE in a Northerly direction, with and along a line 300 feet from the center of said road to a stake 300 feet North from the Center Line of State F M Road No. 726;

THENCE in a line and 300 feet North from the center of State F M Road No. 726 in a Northwesterly direction to the point where said line intersects the EBL of the Carl Pittman home tract;

THENCE in a Southeasterly direction 600 feet to a stake at a point 300 feet South from the center of said State F M 726;

THENCE in a line 300 feet from the center line of said highway in a Southwesterly direction to the point where said line intersects a point 300 feet East from the center line of a County Road called Peacock Road;

THENCE with a line 300 feet from the center of said road in a Southerly direction to a point in said line 300 feet from the center line of the East Mountain and West Mountain County Road;

THENCE in a Southeasterly direction with a line 300 feet from the center of said road to where same intersects the SBL of the M O Salter 53 acre tract;

VOL. 18 PG. 130  
VOL. 18 PG. 84

VOL. 390 PG. 985

THENCE East with the SPL of said Salter tract to the place of beginning, and containing 1237 acres.

\*\*\*\*\*

Field Notes, Dec. 6th, 1977,

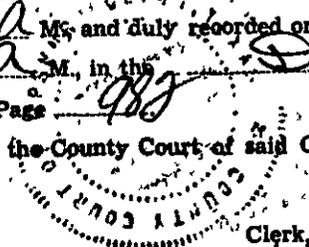
By, R.E. McGlelland  
R.E. McGlelland, Registered  
Public Surveyor (Reg # 943)



THE STATE OF TEXAS,  
County of Upshur,

I, J. B. HILL, JR., Clerk of the County Court of said county, do hereby certify that the following instrument of writing was filed for record in my office on the 29 day of Dec. A.D. 1977, at 10:22 o'clock A.M. and duly recorded on the 3 day of Jan. A.D. 1978 at 9:10 o'clock A.M. in the Dec records of said county, Volume 390 on Page 987

Witness my hand and seal of the County Court of said County, at office in Gilmer, Texas, the day and year above written.



J. B. HILL, JR.  
Clerk, County Court of Upshur County, Texas

By Mary Slaughter Deputy

09620

284063

FILED  
J. B. HILL, JR.  
CLERK UPSHUR COUNTY  
1977 DEC 29 AM 10:02

THE STATE OF TEXAS

COUNTY OF UPSHUR

WHEREAS, the compensation of the County Auditor for Upshur County, Texas, has heretofore been set at an amount not more than that paid the Tax Assessor-Collector per year and has been approved by the Commissioners Court for that amount;

NOW, therefore, I, VIRGIL E. MULANAX, Judge, 115th Judicial District Court, the Court having jurisdiction in Upshur County, Texas, do hereby set the compensation of the County Auditor of Upshur County in the amount of Eleven Thousand Seven Hundred and Ninety Eight (\$11,798.00) Dollars, annually, effective January 1, 1978.

The salary herein provided shall be paid in equal monthly installments at the end of each calendar month.

This Order shall be entered in the Minutes of the 115th Judicial District Court of Upshur County, Texas, and be certified by the Clerk of said Court to the Commissioners Court of Upshur County, Texas, which shall cause the same to be entered in the Minutes with appropriate Order directing payment of the salary.

WITNESS my hand at Gilmer, Texas, this 3rd day of January, 1978.

*Virgil E. Mulanax*  
Virgil E. Mulanax, Judge of  
115th Judicial District Court  
Upshur County, Texas.

DISTRICT CLERK  
LEO WILLIAMS

FILED  
JAN 9 AM 9 42

A CERTIFIED COPY  
ATTEST: LEO WILLIAMS  
District Clerk, Upshur County  
*January 4, 1978*  
BY *Minnie Elwell*  
Deputy