



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

January 23, 1978

Commissioners Court met in special session with all members of court present.

Judge Dean read the minutes of January 16, 1978, motion was made by J. W. Meadows, seconded by Floyd Drennan for minutes to stand approved as read. Motion carried.

Motion was made by J. W. Meadows, seconded by Floyd Drennan to approve special road use agreement contract from John Fairless in Precinct 2. Motion carried. Copy of agreement attached.

Charles Still made motion, seconded by Floyd Drennan to approve special road use agreement contract from Bridger Petroleum Corporation, in Precinct 3. Motion carried. Copy of agreement attached.

J. W. Meadows made motion, seconded by Bernice Nobles to approve the Modification of Contractual Agreement for Right of Way Procurement, also proven a resolution to be passed that the County Judge of Upshur County be authorized to execute for an on behalf of Upshur County the modification of the Contractual Agreement in accordance with and for the purpose of carrying out the terms and provisions of the State Department of Highways and Public Transportation Commission Minute Order No. 72989. Motion carried. Copy attached.

Floyd Drennan made motion, seconded by Charles Still to pay unpaid bills. Motion carried.

Court Closed for closed session.

Edward Reese

Bernice Nobles

J. W. Meadows

Charles L. Still

Floyd Drennan

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, John Finley,
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) do not set in

road and load trucks

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 27th day of January A.D. 19 78.

John Fairless
FIRST PARTY

Edward Reed
COUNTY JUDGE

Bernie Nobles
COMMISSIONER #1

Law Meadows
COMMISSIONER #2

Col. Hill
COMMISSIONER #3

Alvin Drennon
COMMISSIONER #4

BT 3
Naples FL

75568

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, BRIDGER PETROLEUM CORPORATION, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, 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. 3, 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) County Road bearing northwesterly through Pritchett from Highway 155 for approximately 1/4 mile and then bearing northeasterly for about 1 1/4 miles.

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 oilfield trucks & equipment from 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 of hauling operations on the part of First Party.

-- Not required -- . 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 23rd day of January A.D. 19 78.

James L. Pardee
FIRST PARTY James L. Pardee
Chief Production Engineer
BRIDGER PETROLEUM CORPORATION

Bernice Nobles
COUNTY JUDGE

Bernice Nobles
COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

C.L. Hill
COMMISSIONER #3

Donald Dorman
COMMISSIONER #4

RESOLUTION

WHEREAS, the State of Texas, acting by and through the State Department of Highways and Public Transportation, and Upshur County entered into a Contractual Agreement for the procurement of right of way on State Highway 300, Project No. 8019-1-34, from the South City Limits of Gilmer to the Gregg County Line, dated October 28, 1968; and

WHEREAS, it is mutually desired by the County and the State to modify said original contract and any supplemental contracts implementing the terms and provisions of the original contract insofar as they pertain to State reimbursement.

NOW, THEREFORE, BE IT RESOLVED that the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the modification of the Contractual Agreement in accordance with and for the purpose of carrying out the terms and provisions of the State Department of Highways and Public Transportation Commission Minute Order No. 72989, and the County Clerk is hereby directed to attest this Contractual Agreement with the State and to affix the Seal of Upshur County thereto.

IT IS FURTHER RESOLVED that the County Judge is authorized to execute on behalf of Upshur County any supplemental contracts involving fencing or utilities or further modifications to the above referenced contract.

Motion made by Commissioner J.W. Meadows and seconded by Commissioner Bernice Nalley.

Passed and approved this 23rd day of January, 1978.

UPSHUR COUNTY COMMISSIONERS' COURT

[Signature]
County Judge

[Signature]
Commissioner - Precinct 1

[Signature]
Commissioner - Precinct 2

[Signature]
Commissioner - Precinct 3

[Signature]
Commissioner - Precinct 4



ATTEST:

[Signature]
County Clerk, Upshur County

MODIFICATION OF
CONTRACTUAL AGREEMENT
FOR
RIGHT OF WAY PROCUREMENT
(COUNTY FORM)

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STATE OF TEXAS |
 |
COUNTY OF TRAVIS |

This supplemental contractual agreement by and between the State of Texas, acting by and through the State Department of Highways and Public Transportation, hereinafter called the State, and Upshur County, Texas, acting by and through its duly authorized official under Commissioners' Court Order dated the 23rd day of January, 1977, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State and County entered into contractual agreements for procurement of right of way on the following projects on the dates indicated:

Highway	Project No.	Limits	Date of Agreement
State 300	8019-1-34	From South City Limits of Gilmer, Southeast To Gregg County Line. (Approximately 12 Miles)	10-28-68

and,

WHEREAS, it is mutually desired by the County and the State to modify said original contracts and any supplemental contracts implementing the terms and provisions of the original contracts insofar as they pertain to State Reimbursement in accordance with Commission Minute No. 72989, dated July 1, 1977; and,

WHEREAS, it is mutually agreed and understood between the State and the County that no other changes to said original and supplemental contracts are intended in addition to those hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom and for the purpose of implementing Commission Minute No. 72989, dated July 1, 1977, the said original Right of Way Procurement Contracts between the State and the County as above described and all supplemental contracts implementing the terms and provisions of the original contracts are amended as follows:

Wherever it is provided that the percentage of reimbursement to the County shall be "50 percent" same shall become and be established as "90 percent." This percentage increase is applicable only to payments and transactions handled by the County after the effective date of this modification of contractual agreement.

Except as hereinabove provided, all the terms and conditions set forth in the original and supplemental contracts shall remain in full force and effect.

This supplemental contractual agreement is approved and executed on behalf of the State this _____ day of _____, 19____.

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UPSHUR

COUNTY, TEXAS

THE STATE OF TEXAS

BY: *Eugene A. Rouse*
County Judge

Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the State Highway and Public Transportation Commission:

ATTEST:

J. H. Hill
County Clerk

By: _____
State Engineer-Director for Highways and Public Transportation

Executed and approved for State Highway and Public Transportation Commission under authority of Commission Minute 70104.

RECOMMENDED FOR APPROVAL



Bernice Nobles
Commissioner, Precinct #1

District Engineer

Lee Meadows
Commissioner, Precinct #2

Program Engineer

Charles L. Stille
Commissioner, Precinct #3

Chief Engineer of Highway Design

Harold D. Dammann
Commissioner, Precinct #4

Right of Way Engineer