

UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 7, 1979

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of April 30, 1979. J.W. Meadows made motion, seconded by Charles Still to approve the minutes as read. Motion carried.

Child
Dr. Curtis Locke, Chairman of the Upshur County Welfare Board, met with the commissioners court asking to have the Finance Committee's Recommendations for \$1,500.00 to be placed on the 1979-1980 Upshur County Budget. Judge Dean told Mr. Locke his request would be considered when the budret was considered.

Mrs. Karen Collins from Glenwood Acres met with the court and presented a petition requesting that an election be held for Dog Control. No action was taken.

Fred E. Liedtke submitted a permit application to place a culvert within the ROW of county road, Scrub Pines Road. Motion to approve this permit was made by Charles Still, seconded by Bernice Nobles. Motion carried. (Copy attached)

Floyd Drennan made motion, seconded by Charles Still to approve a permit application submitted by Edward E. Jones to place a driveway culvert within the ROW of county road, Jaguar Road. Motion carried. (Copy attached)

C.A. Barton submitted a permit application to place a driveway culvert within the ROW of county road, Meadowbrook Addition in Ore City. J.W. Meadows made motion, seconded by Bernice Nobles to approve this permit. Motion carried. (Copy attached)

A permit application was submitted by Jim LaRue to place a culvert within the ROW of county road, Dahila Trail. J.W. Meadows made motion, seconded by Bernice Nobles to approve this permit. Motion carried. (Copy attached)

Exxon Company, U.S.A. submitted a Special Road Use Agreement for use of roads in Pct. #1. Bernice Nobles made motion, seconded by J.W. Meadows to approve this Agreement. Motion carried. (Copy attached)

Western Gas Corp. submitted a permit application to place a buried pipeline within the ROW of county roads in Pct. #4. Floyd Drennan made motion, seconded by Charles Still to approve this permit. Motion carried. (Copy attached)

Motion was made by J.W. Meadows, seconded by Bernice Nobles to approve a request made by County Auditor, Keith Barber to attend a seminar in Austin, Texas May 16-17-18. Motion carried.

Mrs. Lewis C. Robinson from Camp Joy met with the court asking for the court to give her an easement for a road. The land belonged to the Corp. of Engineers. No action was taken.

J.W. Meadows made motion, seconded by Floyd Drennan to approve the unpaid bills. Motion carried. (Copy attached)

J.W. Meadows made motion to adjourn, seconded by Floyd Drennan. Motion carried.

Ernest Dean J.W. Meadows
Bernice Nobles C. Still
Floyd Drennan

PERMIT APPLICATION FOR
USE OF USHUR COUNTY RIGHT OF WAY

Date April 30, 1979

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

Normal notice is hereby given that Fred E. Liedtke
whose principal address is P. O. Box 447, Gladewater, Texas
does propose to place a culvert
within the ROW of County Road Scrub Pines 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 'ushur County Road &
Bridge Department' policies and specifications.

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

FIRM: Fred E. Liedtke

TITLE: _____

ADDRESS: _____

Approved
5-7-79

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 07/05/77

TO: THE UPSHUR COUNTY COMMISSIONERS' COURT
COUNTY OF UPSHUR
GITMER, TEXAS

Formal notice is hereby given that Edward L. [unclear]
whose principal address is at [unclear]
does propose to place a driveway, [unclear]
within the ROW of County Road [unclear]
as follows:

The location and description of the proposed lines or
improvements 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 Public
Bridge Department policies and specifications.

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

NAME: _____

TITLE: _____

ADDRESS: _____

*Approved
7/5/77*

at least 18 in. tile

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 5-1-79

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

Formal notice is hereby given that C. A. Barton 968-6238
whose principal address is Box-32, Ore City Tex
does propose to place a 12" curb to Drive way to house
within the ROW of County Road Meadowbrook addition Ore City,
as follows: Tx

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: _____

ADDRESS: _____

*Approved
5-7-79*

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date May 3, 1979

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

Normal notice is hereby given that Jim LaRue
whose principal address is 517 Butler, Gilmer, Texas
does propose to place a culvert
within the ROW of County Road Dahila Trail
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
his designate in full accordance with Upshur County Road
Bridge Department policies and specifications.

Proposed construction will begin, if approved, on _____
day of _____, 19____.

FIRM: Jim LaRue

TITLE: _____

ADDRESS: _____

*Approved
5-7-79*

VOL. 19 PG. 341SPECIAL ROAD USE AGREEMENT

THIS AGREEMENT made and entered into by and between EXXON COMPANY, U.S.A. (a division of Exxon Corporation), herein called "Exxon," and the COUNTY COMMISSIONERS OF UPSHUR COUNTY, TEXAS,

W I T N E S S E T H :

WHEREAS, for the drilling and completing of Exxon's Briggs Todd Well No. 1 in the S. Indian Rock Area, Upshur County, Texas, it is necessary to transport well drilling and well servicing units over portions of Upshur County roads located in Precinct No. 1 over which the Commissioner for that Precinct has jurisdiction and the obligation to maintain said roads in good repair; and

WHEREAS, both parties are aware of possible damage to said roads as a result of Exxon's hauling and transporting said equipment on and over said roads:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein stated, it is agreed as follows:

1. Exxon agrees to use for the purposes above recited, only those sections of the county roads shown in RED on the plat marked Exhibit "A," attached hereto, which sections of road are hereinafter referred to as "the roads." The term "the roads" shall (for the purposes of this agreement) include any bridge or culvert located on or under said roads.
2. Exxon agrees to use its vehicles in such a manner as not to block or interfere with other traffic on the roads, so that the roads will be open to travel by the public at all times.
3. Exxon agrees to reimburse Upshur County for the reasonable costs of materials for maintaining and repairing the roads during the time that Exxon is transporting well drilling equipment, well servicing units and machinery to and from the site of the well identified above, to the extent that such maintaining and repairing are necessary as the result of Exxon's use of the roads. Exxon also agrees to reimburse Upshur County for such costs incurred in repairing the roads following completion of use of the roads by Exxon as herein provided, to the extent that such repairing is necessary as the result of Exxon's use of the roads as provided herein. The approximate cost of materials to completely resurface a county road is \$4,000 per mile. The length of the roads to be used by Exxon is about 2.7 miles. Therefore, Exxon agrees to reimburse the County for a maximum of its fair share of \$10,800.
4. During the time that Exxon is so using the roads, if the County Commissioner of Precinct No. 1 proposes to perform any maintenance work or repairs on the roads which said Commissioner deems necessary as the result of Exxon's use of the roads, said Commissioner shall give notice to Exxon of the proposed action not less than forty-eight (48) hours in advance of the performance of said work. In such event, a joint inspection shall be made by an Upshur County representative and a representative of Exxon so that a mutual agreement can be reached, if possible, as to the cause of the need for such maintenance or repair, and the nature and extent of the necessary repairs. Upon completion of Exxon's use of the roads under this agreement, Exxon shall promptly give the County Commissioner of Precinct No. 1 notice of such fact, and, promptly thereafter, a joint inspection shall be made by an Upshur County representative and a representative of Exxon so that a mutual agreement can be reached, if

possible, as to the repairs which have become necessary by reason of Exxon's use of the roads. Following each such joint inspection, the County of Upshur shall submit to Exxon a written estimate of the cost of materials for such necessary repairs. The notices herein provided for shall be given in writing, addressed to Exxon at P. O. Box 2025, Tyler, Texas 75710, and to the County Commissioner of Precinct No. 1 at P. O. Box 730, Gilmer, Texas 75644.

5. Payment by Exxon hereunder shall be made upon proof of expenditures, with evidence as to what the expenditures relate, together with a written statement signed by the County Judge of Upshur County, Texas, that such repair work has been completed in a manner satisfactory to the County.

6. Nothing herein shall be construed as a waiver by the Commissioner of Precinct No. 1 of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted said Commissioner by the terms of said statute are expressly reserved by the Commissioner in the event Exxon fails to abide by the conditions herein stated.

IN WITNESS WHEREOF, the parties hereto have signed this agreement this 7 day of May, 1979.

EXXON COMPANY, U.S.A. (a division of Exxon Corporation)

By [Signature]
C. S. Yust, District Manager
Tyler Production District
East Texas Division

FORM APPROVED _____

[Signature]
COUNTY JUDGE, UPSHUR COUNTY, TEXAS

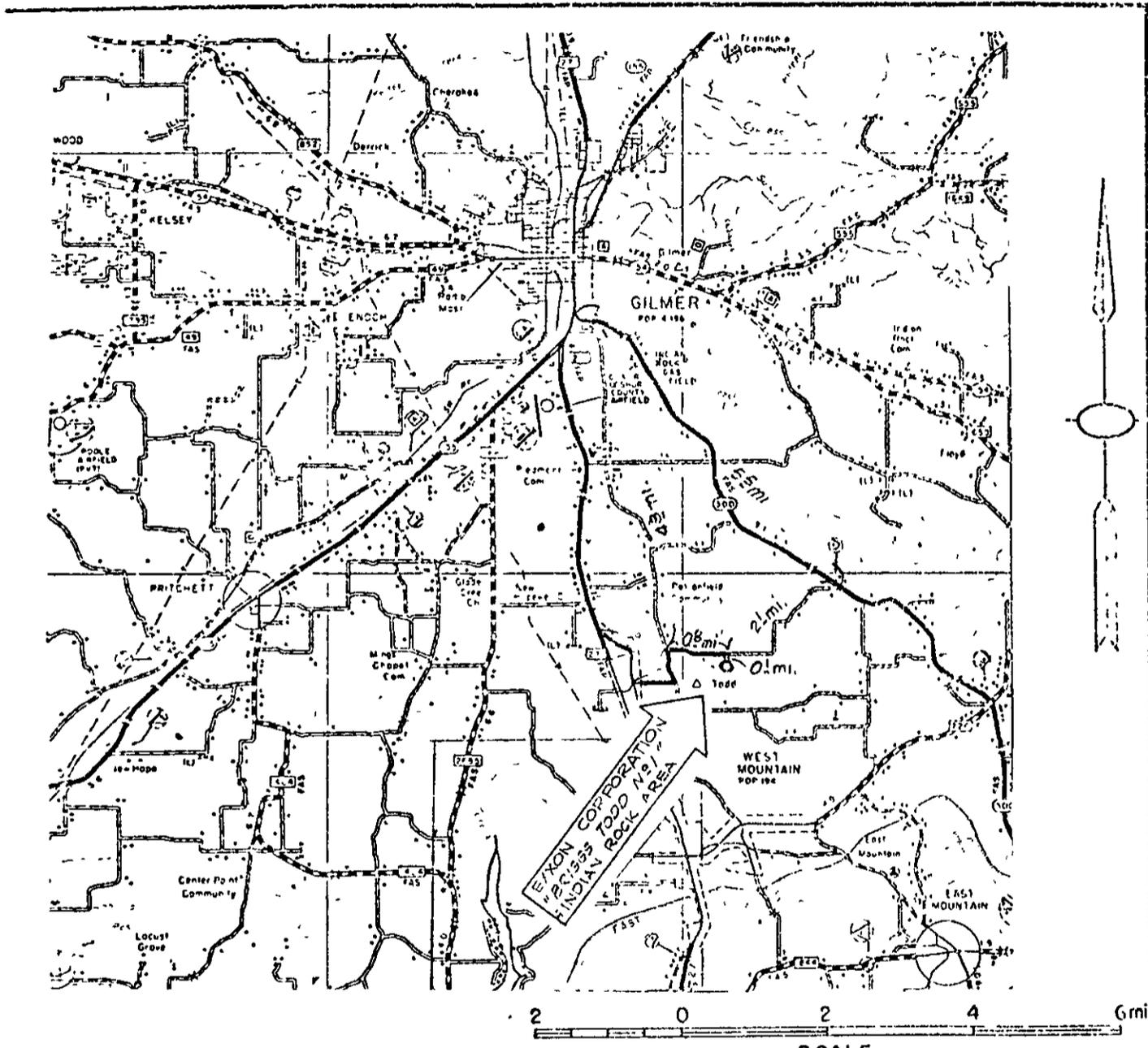
[Signature]
COMMISSIONER OF PRECINCT NO. 1

[Signature]
COMMISSIONER OF PRECINCT NO. 2

[Signature]
COMMISSIONER OF PRECINCT NO. 3

[Signature]
COMMISSIONER OF PRECINCT NO. 4

EXHIBIT "A"



LEGEND

- PRIVATE ROAD
- PRIMITIVE ROAD
- ===== BLADED EARTH ROAD
- ===== GRADED AND DRAINED ROAD
- SOIL SURFACED ROAD
- METAL SURFACED ROAD
- BITUMINOUS SURFACED ROAD
- PAVED ROAD
- ===== DIVIDED ROADWAY
- FEDERAL AID ROAD
- FEDERAL AID SECONDARY ROAD
- MILEAGE BETWEEN POINTS
- (7) US NUMBERED HIGHWAY
- (D) STATE HIGHWAY
- [77] FARM OR RANCH TO MARKET ROAD
- DWELLING
- ⊥ GATE
- ⊥ CATTLE GUARD
- - - - - INTERMITTENT STREAM
- ~~~~~ FLOWING STREAM

FROM LOCATION:

- 135 MILES TO DIVISION OFFICE (HOUSTON)
- 36 MILES TO DISTRICT OFFICE (TYLER)
- 10 MILES TO FIELD OFFICE (GLADEWATER)

Exhibit "A"

| | | |
|---|---------------------------|----------|
| ROAD ROUTE TO BRIGGS TODD NO. 1 WELL SAMUEL C. GILLESPIE SUR. SOUTH INDIAN ROCK, UPSHUR CO., TEX. | | |
| EXXON CORPORATION CIVIL ENGINEERING DIVISION TYLER, TEXAS | | |
| DRAWN <u>BDS</u> | SCALE <u>1" = 2 miles</u> | FILE NO. |
| CHECKED <u>FG</u> | DATE <u>9-6-78</u> | MA-4509 |
| APPR <u>MJH</u> | REVISED _____ | |
| APPR _____ | _____ | |

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY ROADS

Date May 2, 1979

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS 75644

Formal notice is hereby given that WESTERN GAS CORPORATION proposes to place a buried pipeline across and within the right-of-way of County Roads as shown on attached plat.

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

All work on the county right-of-way shall be performed in accordance with the County Commissioner's instructions. All drainage ditches and surfaces shall be restored to their original form as near as possible. Adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners.

It is expressly understood that the Upshur County Commissioner's 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 pipeline is affected, will be moved under the direction of the Upshur County Commissioner and shall be relocated at the complete expense of the owner.

Proposed operations will begin on or after the 7th day of May, 1979.

Firm Western Gas Corporation

By Gene Riddle
Gene Riddle

Title Superintendent

Address P. O. Box 392

Loneview, Texas 75601

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS X
COUNTY OF UPSHUR X

The undersigned, Western Gas Corporation, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 4, Upshur County, Texas, and in order to get material to market, it is necessary to construct a pipeline across and within a portion of Upshur County roads located in Precinct No. 4, 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 pipeline construction on and over same, enter into the following agreement.

1.

First Party agrees to use only those sections of roads as shown on Exhibit "A" attached.

2.

First Party agrees to construct its pipeline 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 conducting pipeline construction operations on its lands located in Precinct No. 4, Upshur County.

4.

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

5.

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 7th day of May, 1979.

WESTERN GAS CORPORATION

By Peggy Hughes
First Party Landman

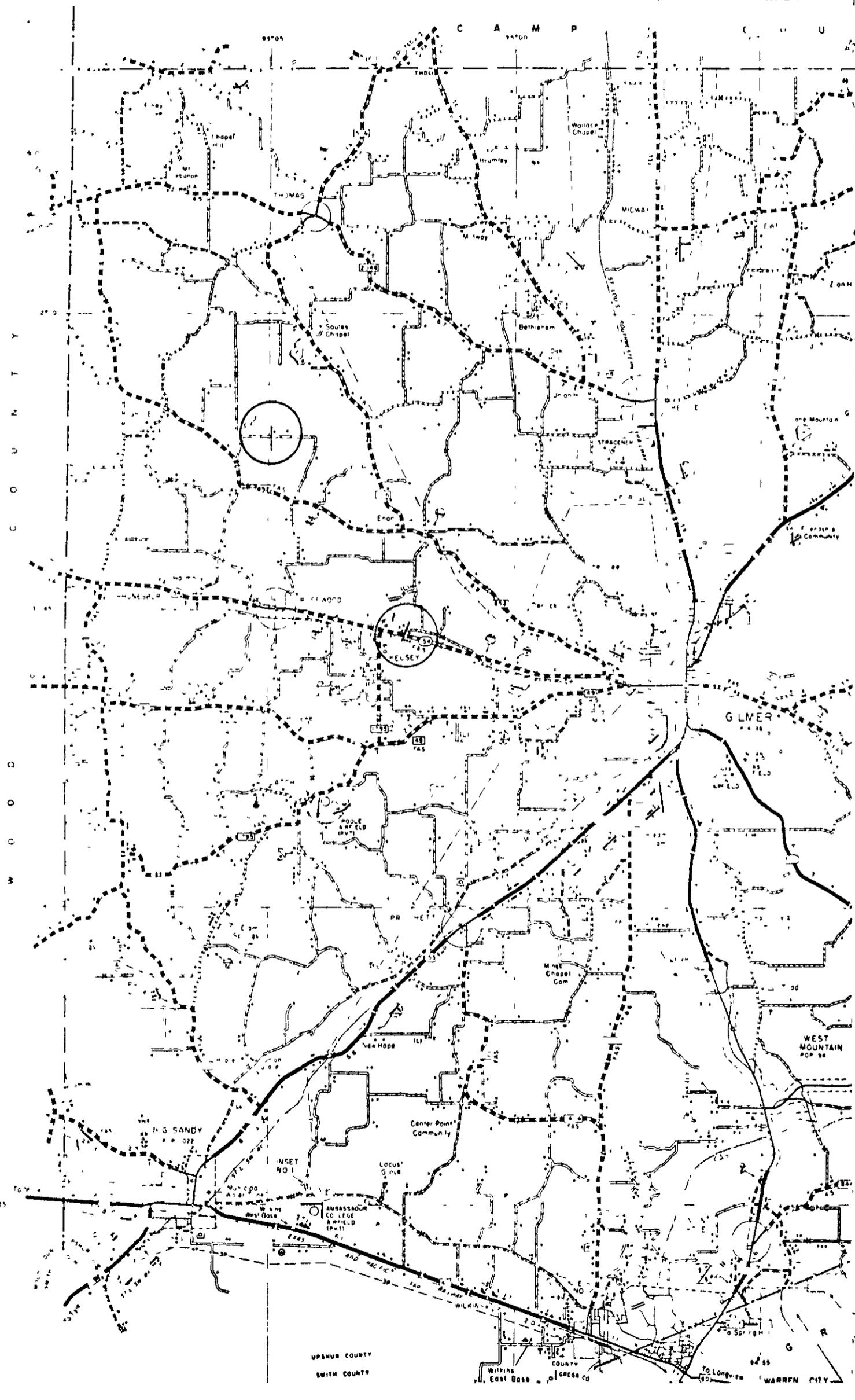
Everett Green
COUNTY JUDGE

Bernice N. Miller
COMMISSIONER #1

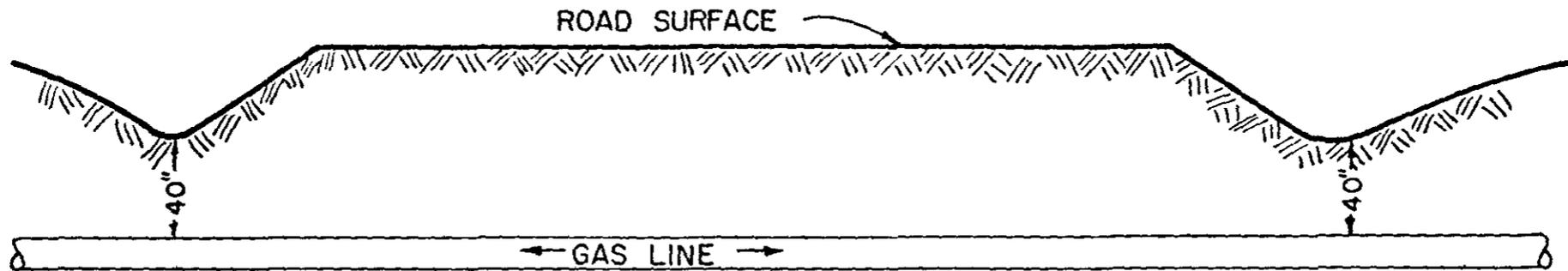
J. W. Woodcock
COMMISSIONER #2

C. L. Hill
COMMISSIONER #3

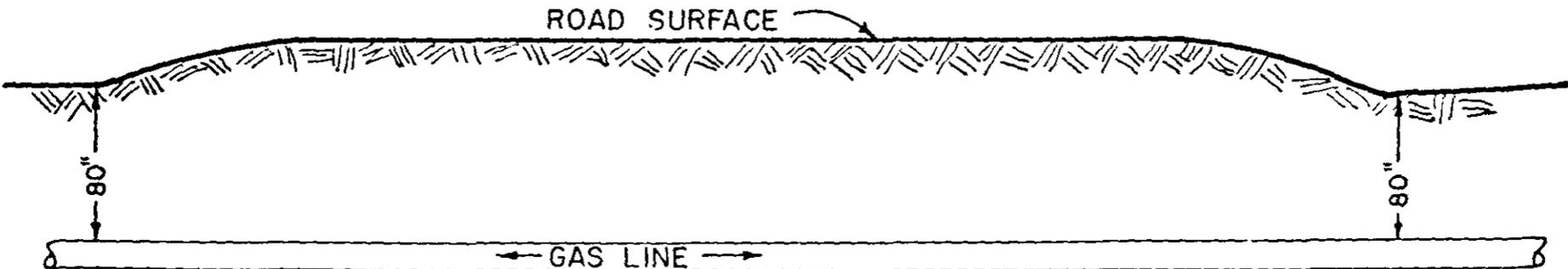
Stanley D. Sherman
COMMISSIONER #4



VOL. 19, P.C. 342



ELEVATED ROADS



ROADS WITH NORMAL GRADES AND DITCHES

| | |
|--|----------------------|
| WESTERN GAS CORPORATION | |
| UNCASED ROAD CROSSINGS | |
| DESIGNED BY MAY ENGR CO KILGORE, TEX | APPROVED BY |
| DATE 12-26-75 | DRAWING NO |
| SCALE NONE | WORKING NO 12-0101-2 |

GENERAL FUND

| <u>Claim No.</u> | <u>Pay To:</u> | <u>Classification</u> | <u>Amount</u> |
|------------------|------------------------------------|-----------------------|---------------|
| 414 | Ronnie Mitchell | Services & Charges | 118.15 |
| 415 | Richard Bullard | Supplies | 13.18 |
| 416 | Goodyear Service Store | Supplies | 171.20 |
| 417 | Arkla Gas | Services & Charges | 42.18 |
| 418 | Upshur - Rural Electric | Services & Charges | 10.57 |
| 419 | Swepeco | Services & Charges | 45.07 |
| 420 | The Information Guide on Co. Govt. | Supplies | 35.00 |
| 421 | East Texas Insurance Agency | Services & Charges | <u>287.17</u> |
| | | TOTAL | <u>722.52</u> |

ROAD & BRIDGE #1

| | | | |
|-----|-------------------------|-----------|---------------|
| 110 | Upshur - Rural Electric | Utilities | 7.56 |
| 111 | Goodyear Service Store | Supplies | <u>114.20</u> |
| | | TOTAL | <u>121.76</u> |

ROAD & BRIDGE #2

| | | | |
|-----|------------------------|----------|---------------|
| 149 | Hubert Fluellen | Supplies | 34.00 |
| 150 | Elmo Hollins | Supplies | 35.00 |
| 153 | Goodyear Service Store | Supplies | <u>375.72</u> |
| | | TOTAL | <u>444.72</u> |

ROAD & BRIDGE #3

| | | | |
|-----|-------------------------|-----------|--------------|
| 116 | Upshur - Rural Electric | Utilities | 21.74 |
| 123 | Goodyear Service Store | Supplies | 7.50 |
| 125 | Floyd Chalk | Supplies | 8.00 |
| | | TOTAL | <u>37.24</u> |

ROAD & BRIDGE #4

| | | | |
|-----|-------------------------|-------------|---------------|
| 136 | Upshur - Rural Electric | Utilities | 7.56 |
| 138 | Bessie Ray | Supplies | 24.30 |
| 139 | Chester Newsome | Supplies | 24.30 |
| 140 | Lunie Johnson | Supplies | 22.50 |
| 141 | Mrs. Ray Bogel | Supplies | 31.50 |
| 145 | Tom Shaw | Extra Labor | 21.75 |
| 146 | Willie Carrington | Extra Labor | 21.75 |
| 147 | Owen Newsome | Extra Labor | 21.75 |
| 148 | Elijah Jennings | Extra Labor | 21.75 |
| 149 | Jerone Hunter | Extra Labor | 21.75 |
| 150 | Joe Spencer | Extra Labor | 21.75 |
| 151 | Leonard Cummings | Extra Labor | 21.75 |
| 152 | James Duffey | Extra Labor | 21.75 |
| | | TOTAL | <u>284.16</u> |