



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 2, 1979

Commissioners Court met in Special Session with all members present.

Judge Dean read the minutes of June 25, 1979. J.W. Meadows made motion, seconded by Bernice Nobles to approve the minutes as read. Motion carried.

Motion was made by Charles Still, seconded by J.W. Meadows to approve a request from County Treasurer, C.H. Pitman to attend the Annual County Treasurer Seminar in Dallas. Motion carried.

Charles Still made motion, seconded by J.W. Meadows for W.C. "Bill" Jones to attend a Regional Tax Meeting in Nacogdoches. Motion carried.

Motion was made by J.W. Meadows, seconded by Bernice Nobles to approve a Special Road Use Agreement Contract submitted by William Robertson for the use of a portion of the roads in Pct. 2 (Verbenia Road). Motion carried. (Copy attached)

Lee Ray, Inc. submitted a Special Road Use Agreement Contract for the use of a portion of the roads in Pct. #2 (Bluebonnet Road). J.W. Meadows made motion, seconded by Floyd Drennan to approve this permit. Motion carried. (Copy attached)

Bernice Nobles made motion, seconded by J.W. Meadows to approve a permit application submitted by Raymond E. Corbitt to place a culvert within the ROW of county Road, Bob White Road. Motion carried. (Copy attached)

Charles Crabtree submitted a permit application to place a culvert within the ROW of county road, Locust Road. Charles Still made motion, seconded by J.W. Meadows to approve this permit. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve a permit application submitted by Pritchett Water Supply Corp. to place a water line within the ROW of county road, Apple Tree Road. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve a permit application submitted by Pritchett Water Supply Corp. to place a water line within the ROW of county road, Live Oak Road. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve a permit application submitted by Pritchett Water Supply Corp. to place a water line within the ROW of county road, Balsam Road. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve a permit application submitted by Pritchett Water Supply Corp. to place a water line within the ROW of county road, Locust Road. Motion carried. (Copy attached)

Lee Ray, Inc. submitted a Special Road Use Agreement Contract for the use of a portion of the roads in Pct. #3, 1.2 miles on Red Maple Road off FM 1002. Charles Still made motion, seconded by Floyd Drennan to approve this permit. Motion carried. (Copy attached)

Holly Lake Development Corp. submitted a Special Road Use Agreement Contract for the use of a portion of the roads in Pct. #3 (1/2 mile on Hackberry Road to FM 1002). Charles Still made motion, seconded by Floyd Drennan to approve this permit. Motion carried. (Copy attached)

Charles Still made motion, seconded by Floyd Drennan to approve a Special Road Use Agreement Contract submitted by Reynolds Wilson Lumber Co. for the use of a portion of the roads in Pct. #3 (Silver Maple and Danner Roads). Motion carried. (Copy attached)

Western Gas Corp. submitted a Special Road Use Agreement Contract for the use of a portion of the roads in Pct. #4. Floyd Drennan made motion, seconded by Charles Still to approve this permit. Motion carried. (Copy attached)



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

J.W. Meadows made motion, seconded by Bernice Nobles for the Commissioners Court to sign a waiver stating that it would be impossible to implement agricultural and timber valuations for the year 1979. Motion carried. (Copy attached)

County Auditor, Keith Barber read an invitation to the commissioners court to attend a conference in Austin on the Tax Law going into effect.

J.W. Meadows made motion, seconded by Floyd Drennan to place a letter in the court minutes from the Director of Auditing to the County Auditor stating the accuracy of the financial records of Grant No. AC77-D2-4173. Motion carried. (Copy attached)

Judge Dean opened two bids. One from Yazell Chevrolet-Oldsmobile, Inc. stating that due to the time of the year they were unable to locate the type of unit specified and it was too late to order 1979 equipment and too early for the 1980 prices. The second from Darby Equipment Co., Inc. Bernice Nobles made motion, seconded by J.W. Meadows to reject both bids. Motion carried. (Copies of bids attached)

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

Charles Still made motion, seconded by J.W. Meadows to adjourn. Motion carried.

Eurett Dean J.W. Meadows
Bernice Nobles C.S. Still
Floyd Drennan

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, William Robertson, 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) Verbenia 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.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

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 2 day of July,
A.D. 19 79.

William Robertson
FIRST PARTY William Robertson
Rt. 1 Box 55B
Ore City, Texas 75683

Ernest Dean
COUNTY JUDGE

Bernice Nobles
COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

C.L. Hill
COMMISSIONER #3

Donald Dorman
COMMISSIONER #4

* Strike if not applicable

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Lee Ray, Inc.,
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) Bluebonnet 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 gravel 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.

See 4 of Exhibit 10

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

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 29 day of June, A.D. 19 79.

Hauling for Texas Oil & Gas Corp.

Lee Ray, Inc.
FIRST PARTY
Lee Ray, Inc.
P.O. Box 174
Winnboro, Texas 75494

Ernest H. ...
COUNTY JUDGE

Bernie Nobles
COMMISSIONER #1

J. W. Meador
COMMISSIONER #2

C. L. Hill
COMMISSIONER #3

Doug Drummer
COMMISSIONER #4

* Strike if not applicable

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date July 2, 1979

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

Formal notice is hereby given that Raymond E. Corbitt
whose principal address is P.O. Box 8289, Longview, Texas
does propose to place a culvert
within the ROW of County Road Bob White 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: R. E. Corbitt

TITLE: _____

ADDRESS: _____

approved
7.2.79

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PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 6-28-79

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

Formal notice is hereby given that Pritchett Water Supply Corp.
whose principal address is P.O. Box 567 Gilmer, Texas 75644
does propose to place a water line
within the ROW of County Road Apple Tree

as follows: To enter road ditch with 1 1/2 in. PVC at Bonnie Stewarts
house and go about 400 ft. South to Ted Austin place.

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
29 day of June, 19 79.

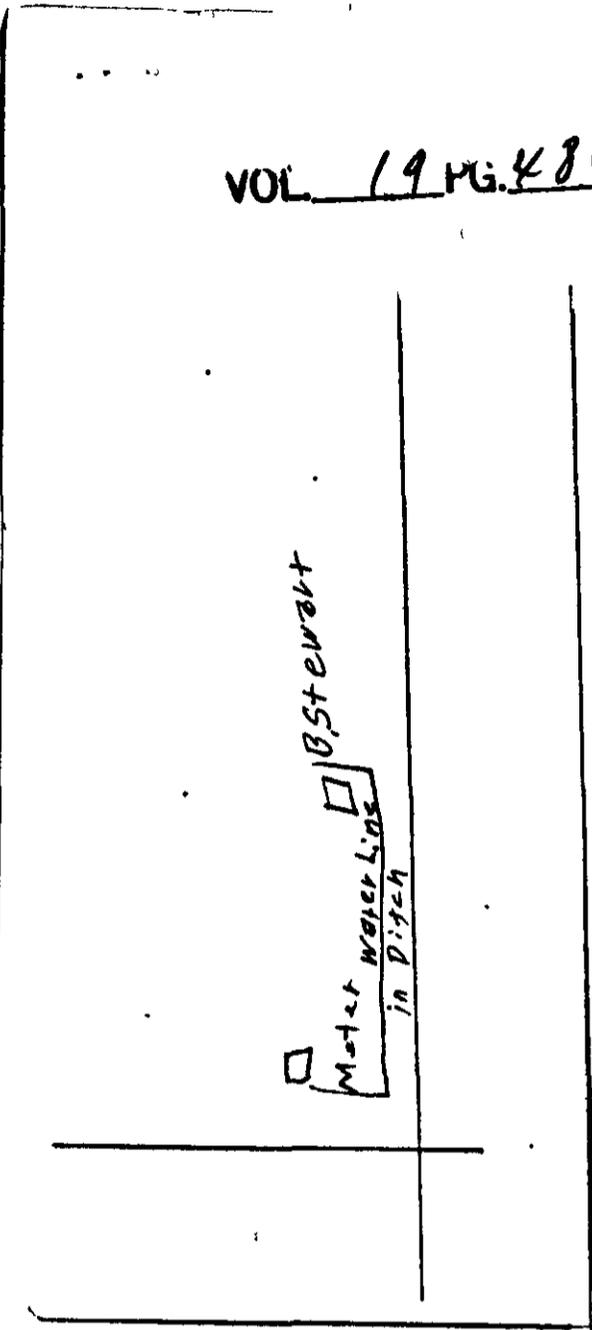
*approved
9-2-79*

FIRM: Pritchett Water Supply Corp.

TITLE: (Operator) J.K. Gagl

ADDRESS: Rt. 2, Big Sandy, Texas 75755

VOL. 19 PG. 486



B. Stewart
Meter Water Line
in Ditch

T. Austin

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 6-28-79

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

Formal notice is hereby given that Pritchett Water Supply Corp.
whose principal address is P.O. Box 567 Gilmer, Texas 75644
does propose to place a water line
within the ROW of County Road Live Oak
as follows: To cross road with 1 in. PVC incased in 1½ in.
PVC to serve one meter: Lee

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
29 day of June, 1979.

*Approved
7-2-79*

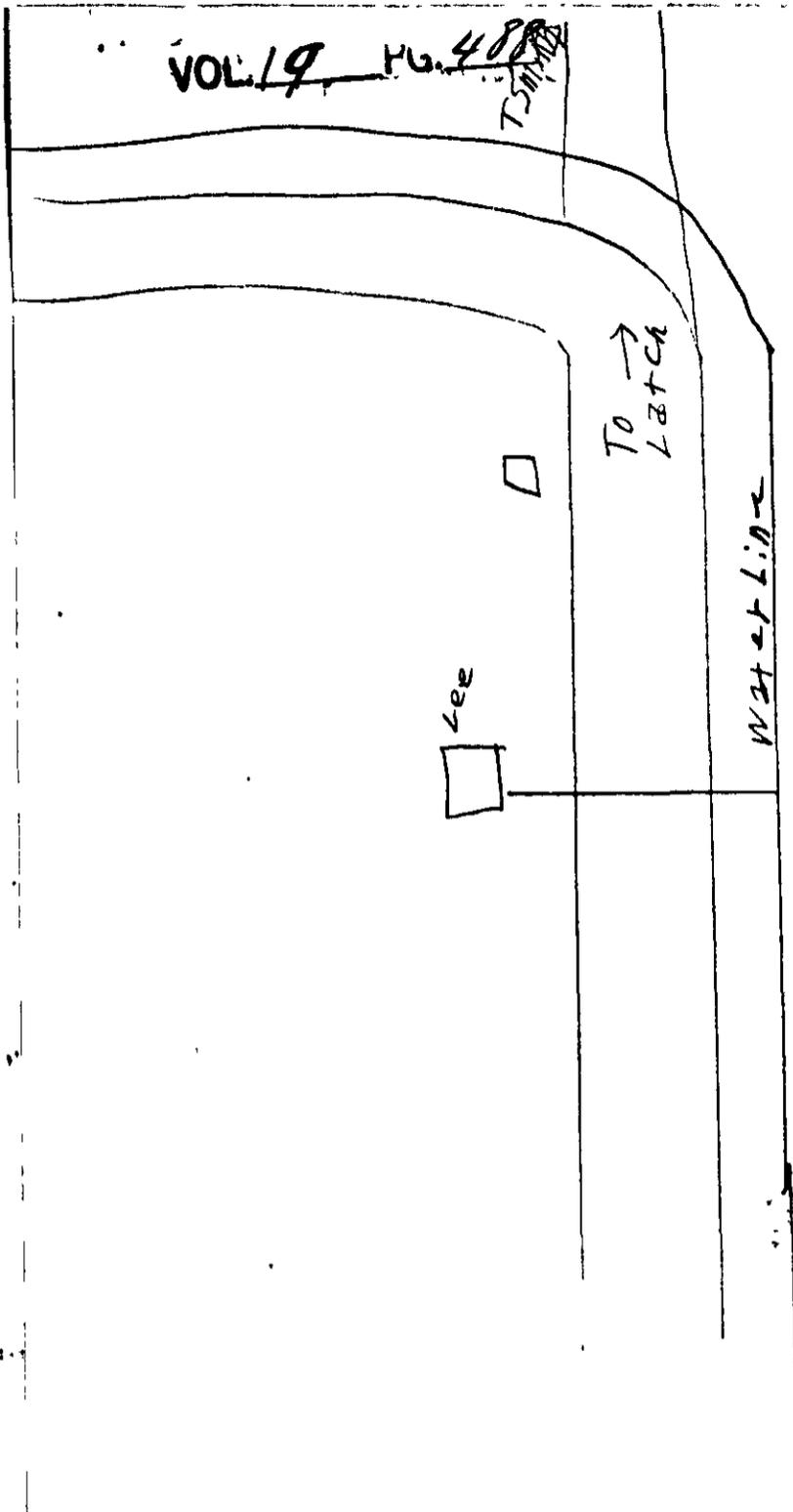
FIRM Pritchett Water Supply Corp.

TITLE (Operator) J.K. Gage

ADDRESS: Rt. 2, Big Sandy, Texas 75755

VOL. 19 Pg. 488

TSM



PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 6-28-79

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

Formal notice is hereby given that Pritchett Water Supply Corp.
whose principal address is P.O. Box 567, Gilmer, Texas 75644

does propose to place water line
within the ROW of County Road Balsam

as follows: To enter road at Glade Creek Church and go South
about 400 ft. with a 1 in. PVC to serve one meter: K. Branch.

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
29 day of June, 1979.

approved
7-2-79

FIRM: Pritchett Water Supply Corp.

TITLE: (Operator) J.K. Gage

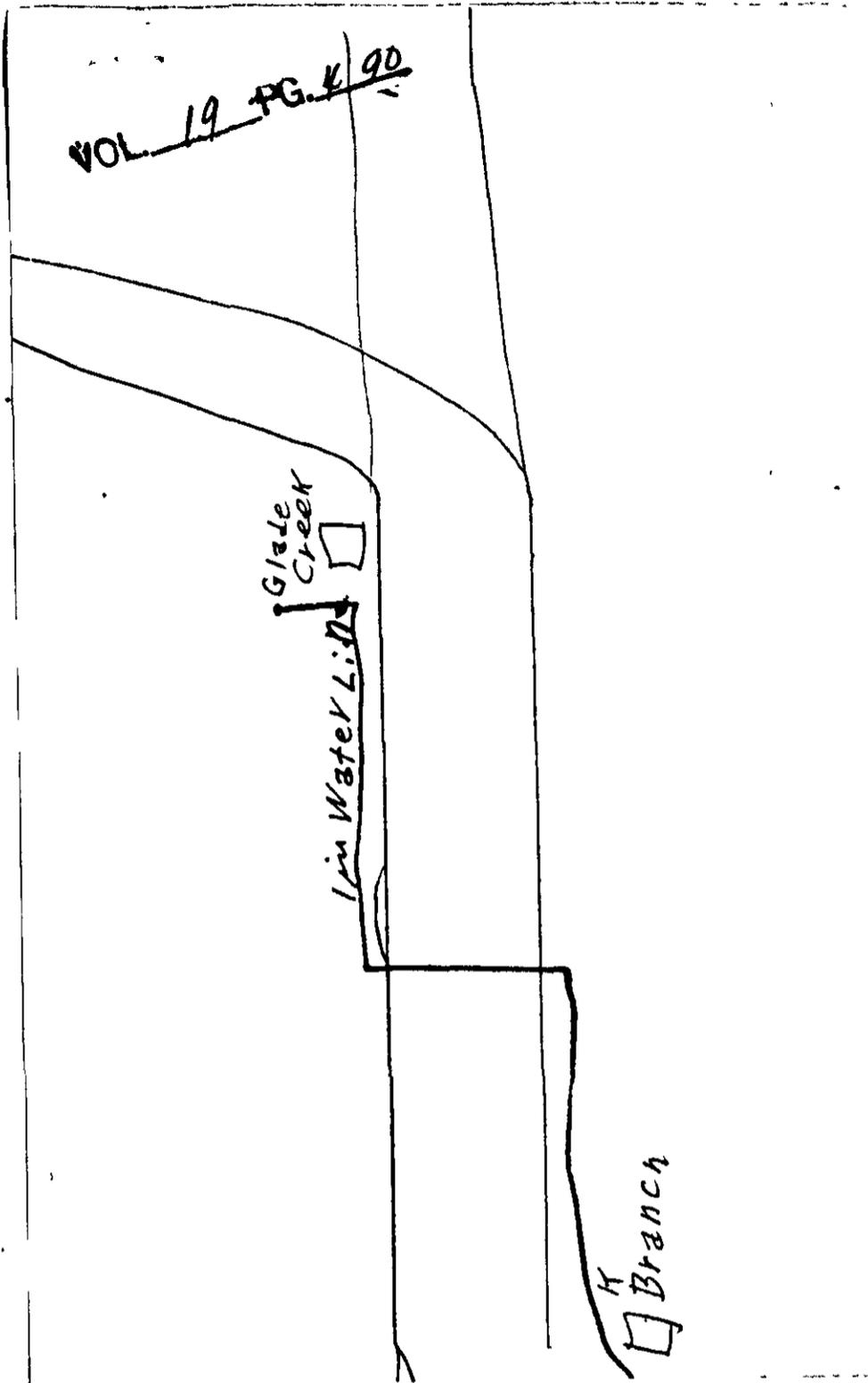
ADDRESS: Rt. 2, Big Sandy, Texas 75755

VOL 19 PG. K/90

Glade
Creek

1 in Water Lid

H
Branch



PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

Date 6-28-79

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

Formal notice is hereby given that Pritchett Water Supply Corp.
whose principal address is P.O. Box 567 Gilmer, Texas 75644
does propose to place a water line
within the ROW of County Road Locust
as follows: To inter road at Poplan and go Southwest on LOcust
for 2,440 ft. with 1½ in. PVC to serve Larry Coulter.

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
29 day of June, 1979.

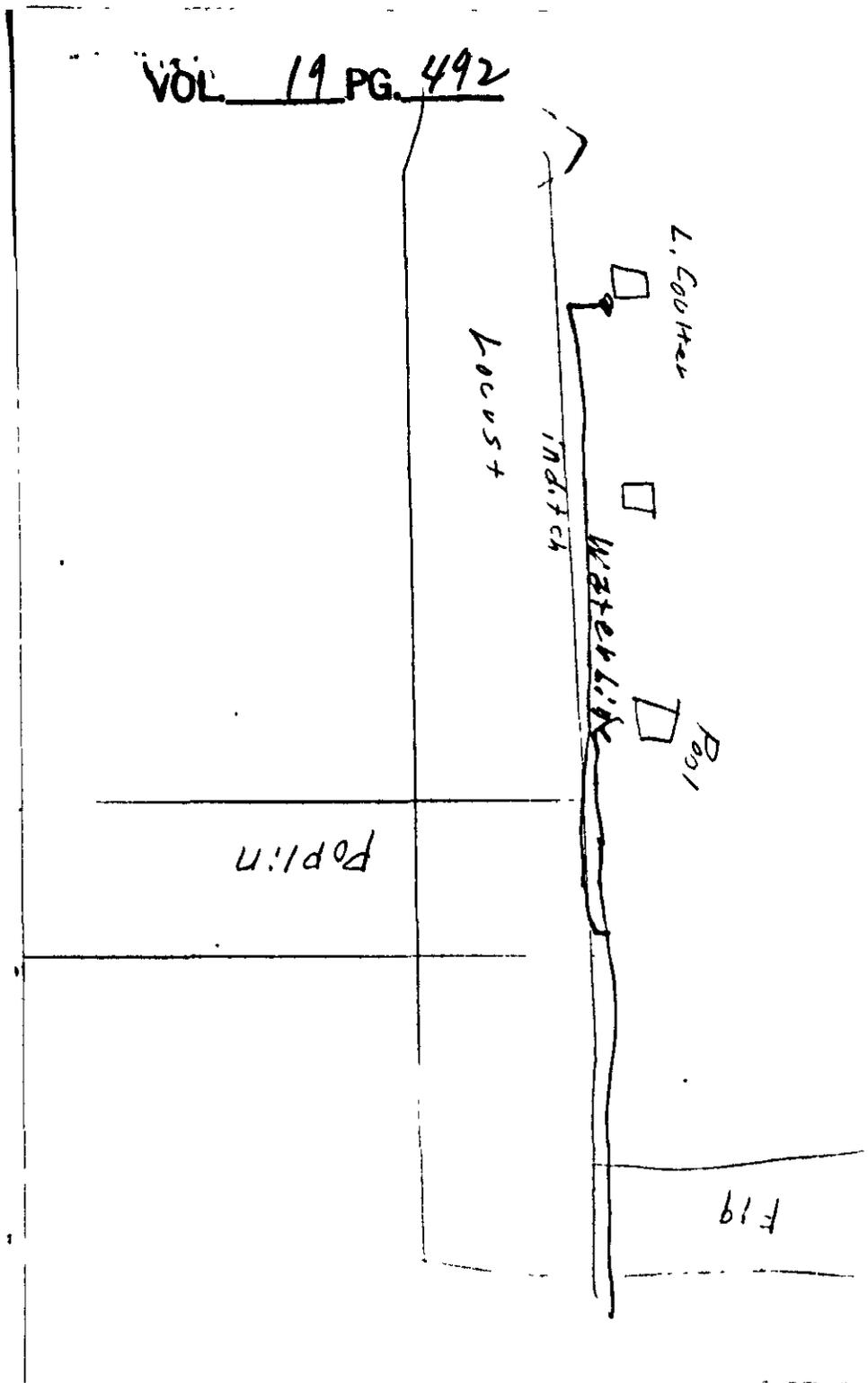
FIRM: Pritchett Water Supply Corp.

TITLE: (Operator) J.K. Gage

ADDRESS: Rt. 2, Big Sandy, Texas 75755

approved
7-2-79

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SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Lee Ray, Inc.,
hereinafter referred to as First Party, enters into and makes
an agreement with Upshur County Commissioner of Precinct No. ,
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) 1.2 miles on Red Maple Road off FM 1002

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 gravel 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.

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

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 29 day of June, A.D. 19 79.

Nick Winkler
FIRST PARTY Lee Ray, Inc.
P.O. Box 174
Winnsboro, Texas 75494

Ernest Dean
COUNTY JUDGE

Bernie Nobles
COMMISSIONER #1

J.W. Meadows
COMMISSIONER #2

C.B. Hill
COMMISSIONER #3

Stanley D. Newman
COMMISSIONER #4

* Strike if not applicable

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, Holly Lake Development Corp., 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) 1/2 mile on Hackberry Road to FM 1002

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 gravel 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.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*
(Name of insurance company)

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 29 day of June,
A.D. 19 79.

Addison Curry
 FIRST PARTY By: Addison Curry
 Holly Lake Development Corp.
 P.O. Box 111, Hawkins, Texas

Edward A. Dean
 COUNTY JUDGE

Bernard Nobles
 COMMISSIONER #1

Joe Meadows
 COMMISSIONER #2

C. S. Mill
 COMMISSIONER #3

David Dorman
 COMMISSIONER #4

* Strike if not applicable

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |

COUNTY OF UPSHUR |

KNOW ALL MEN BY THESE PRESENTS

The undersigned, Reynolds Wilson Lbr. Co. 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) Silver Maple and Banner 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. 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.

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ (Name of insurance company) to the Commissioners Court of Upshur County.*

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.

WITNES our hands this the 25 day of June, A.D. 19 74.

Lily Lupton
FIRST PARTY

Dynalda Wilson Lee B
P. B. Boyll Delabel, Okla

Edward Dean
COUNTY JUDGE

Bernie Nobles
COMMISSIONER #1

J. W. McPherson
COMMISSIONER #2

C. J. Seal
COMMISSIONER #3

David Dameron
COMMISSIONER #4

* Strike if not applicable

*Approved
7-2-79*

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY ROADS

Vol. 19 PG. 499

Date June 29, 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 5th day of July, 1979.

Firm Western Gas Corporation

By *Gene Riddle*
Gene Riddle

Title Superintendent

Address P. O. Box 392

Longview, 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 _____ day of _____, 1976.

WESTERN GAS CORPORATION

By _____
First Party Landman

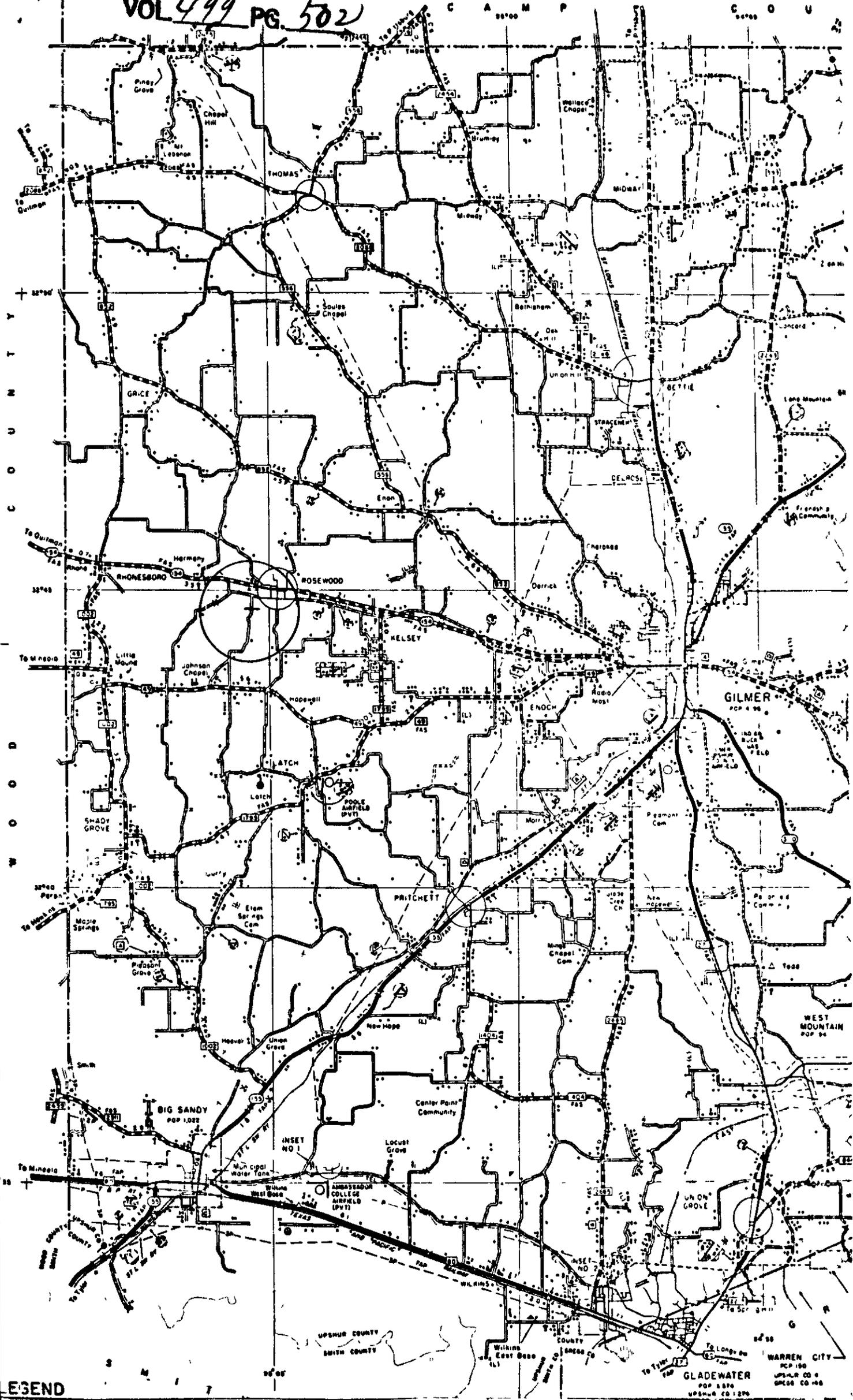
COUNTY JUDGE

COMMISSIONER #1

COMMISSIONER #2

COMMISSIONER #3

COMMISSIONER #4



LEGEND

WARREN CITY
POP 190
UPSHUR CO 6
SMITH CO 148

GLADEWATER
POP 2874
UPSHUR CO 1270



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

July 2, 1979

The Upshur County Commissioners Court feels that it would be impossible to implement agricultural and timber valuations as prescribed in Articles 1 and 2 of HB-1060 in 1979, therefore we waive these provisions for the year 1979.

Everett Dean
Everett Dean, County Judge

Bernice Nobles
Bernice Nobles, Commissioner Precinct 1

J. W. Meadows
J. W. Meadows, Commissioner Precinct 2

C. S. Still
Charles Still, Commissioner Precinct 3

Floyd Brennan
Floyd Brennan, Commissioner Precinct 4



WILLIAM P. CLEMENTS, JR
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
AUSTIN, TEXAS 78711

June 28, 1979

Mr. Keith Barber
County Auditor, Upshur County
P. O. Box 790
Gilmer, Texas 75644

Dear Mr. Barber:

Grant Number: AC77-D2-4173

Grant Title: Upshur County Assistant Prosecutor

We have examined the financial records of the above grant for the grant period from January 1, 1977 to December 31, 1977.

The purpose of our examination was to verify the accuracy of the financial records as they pertain to this grant and to determine the allowability of recorded project costs. We reasonably satisfied ourselves that LEAA and CJD guidelines, standard grant conditions, and any special grant conditions attached to the statement of grant award had been complied with. The examination was conducted in accordance with generally accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as were considered necessary.

We did not find any material discrepancies that would affect the allowability of the expenditures as shown in the December 31, 1977 Final Report. The Criminal Justice Division considers this grant closed. However, grant records should be retained for three years after the submission date of the final expenditure report; and grant property records should be retained for three years from the date of the final disposition.

Very truly yours,

A handwritten signature in cursive script that reads "Bobby J. Riggs".

Bobby J. Riggs
Director of Auditing
Criminal Justice Division
411 West 13 Street
Austin, Texas 78701

BJR:vw1



YAZELL CHEVROLET-OLDSMOBILE, INC.

701 SOUTH WOOD STREET
GILMER, TEXAS 75644
843-2561



VOL. 19 PG. 5051

*Upshur County
Gilmer Texas*

6/29/79

PURCHASER'S NAME

SOCIAL SECURITY NO

AGE

DATE

STREET ADDRESS

CITY

STATE

ZIP

Att. Mr. Everett Deon

RESIDENCE PHONE

BUSINESS PHONE

VEHICLE BEING PURCHASED

CASH DELIVERED PRICE OF VEHICLE

\$

PLEASE ENTER MY ORDER
FOR THE FOLLOWING

NEW CAR
 USED TRUCK
 DEMO OTHER

UNABLE to BID ON UNIT

YEAR MAKE

ACCESSORIES

\$

MODEL OR
SERIES

BODY
TYPE

COLOR

TRIM

*Due to time of year,
unable to locate TYPE*

IDENTIFICATION NO

ENGINE
TYPE

OF UNIT SPECIFIED -

MILEAGE

*TO LATE TO ORDER ~~1979~~ 1979
TO EARLY FOR 1980 PRICES*

TO BE DELIVERED
ON OR ABOUT

STOCK NO

SALESMAN

*Yazell Chevrolet
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 _____

IDENTIFICATION NO

Cash Price of Vehicle & Accessories

\$

BALANCE OWED TO

STATE AND LOCAL TAXES

ADDRESS

License, License Transfer,
Title, Registration Fee

USED TRADE IN ALLOWANCE

\$

BALANCE OWED ON TRADE IN

NET ALLOWANCE ON USED TRADE IN

\$

DEPOSIT OR CREDIT BALANCE

CASH WITH ORDER

\$

TOTAL PRICE OF UNIT

\$

TOTAL CREDIT (TRANSFERRED FROM LEFT
COLUMN)

\$

TOTAL CREDIT (TRANSFER TO RIGHT 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 _____

(DEALER)

PER _____

(NAME AND TITLE)

DATE _____

6/29/79

ORIGINAL

RETAIL ORDER FOR A MOTOR VEHICLE

ADDITIONAL TERMS AND CONDITIONS

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.

VCL 19 PG. 502

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

(REV 1/76)

1979 JUL - 2 PM 4: 36
J. E. WILKINS, JR.
CLERK BRUSH COUNTY
FILED

DARBY EQUIPMENT CO., INC.

Truck and Trailer Equipment

Greggton Station

LONGVIEW, TEXAS 75601

June 21, 1979

ESTIMATE TO:

Commissioners' Court
Upshur County
Gilmer, Texas 75644

1-All Steel 10 ft. Dump Bed, complete with Headache, Steel Sides,
12", 3/16" Steel Bed, 3/16" in Floor and Runners of 6" Channel, 8.2 lb.
Cross pieces 5" Channel, 6.7 lb. Headboard will be all Steel with
expanded metal on Top. Hoist will be twin cylinder. P.T.O., Shaft
and U-Joints, installed on Truck. Bed will have 4-Clearance Lights,
8-Reflectors and Set of Mud Flaps.

Total.....\$2,689.14

DARBY EQUIPMENT CO., INC.


R. F. Stevens

RFS/ja

PHONE 759-4445

JUL 19 1979 P.O. BOX 5698 509

DARBY EQUIPMENT CO., INC.

Truck and Trailer Equipment

Greggton Station

LONGVIEW, TEXAS 75601

June 21, 1979

ESTIMATE TO:

Commissioners' Court
Upshur County
Gilmer, Texas 75644

- 1-AMS12-18B Braden Winch Only, installed on Truck
- 1-Set of Heavy Duty Winch Mounts
- 1-Set of Driving and Mounting Parts, using Single 80 Chain and Sprockets,
1 1/4" Shaft and 2 & 1 P.T.O.
- 1-Jackshaft
- 150 ft. of 5/8" IWRC Wire Line
- 1-5/8" Lebus Tailchain

Total.....\$3,669.47

DARBY EQUIPMENT CO., INC.


R. F. Stevens

RFS/ja

VOL 19 Pg 510

GENERAL FUND

<u>Claim No.</u>	<u>Pay To:</u>	<u>Classification</u>	<u>Amount</u>
295	Salary Fund	Salaries	54,721.08
296	Sheriff J.B. Smith, Smith County	Services & Charges	10.00
297	Sheriff Tom Welch, Gregg County	Services & Charges	20.00
298	Sweeco	Services & Charges	227.11
299	Arkla Gas	Services & Charges	16.63
300	Burnice Ashbrook	Supplies	4.00
301	James Beasley	Services & Charges	18.05

ROAD & BRIDGE #1

142	Salary Fund	Salaries	5,445.99
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ROAD & BRIDGE #2

178	Salary Fund	Salaries	4,823.79
179	Hubert Fluellen	Supplies	45.00
180	Elmo Hollins	Supplies	30.75

ROAD & BRIDGE #3

152	Salary Fund	Salaries	6,465.98
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ROAD & BRIDGE #4

184	Salary Fund	Salaries	5,478.02
185	Veterans Land Board	Miscellaneous	10.00
186	Veterans Land Board	Miscellaneous	10.00
58	General Fund	Transfer	10,000.00

SALARY FUND

LAWYERS TITLE AGENCY OF GREGG CO.
422 NORTH GREEN 757-5116
LONGVIEW, TEXAS 75601

1014

LONGVIEW
BANK & TRUST
LONGVIEW, TEXAS 75601

7-2 1979 88-2323
1118

PAY TO THE ORDER OF County Clerk, Upshur County \$150 ⁰⁰/₁₀₀
One Hundred Fifty and no/100 DOLLARS

BY ENDORSEMENT THIS CHECK WHEN PAID IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT
July Payment

LAWYERS TITLE AGENCY OF GREGG CO.

Elizabeth Barlow

⑈001014⑈ ⑆11923238⑆ ⑆0208296⑆